DIRECTORS' & OFFICERS' LIABILITY INSURANCE
FIRST EXCESS POLICY

SCHEDULE

Item 1	**POLICYHOLDER :** **ADDRESS:**	Centraal Bureau Rijvaardigheidsbewijzen Lange Kleiweg 30 2288 GK RIJSWIJK ZH
Item 2	**POLICY NUMBER :**	V0900129980
Item 3	**POLICY PERIOD:**	12 months From: 6 December 2021 To: 6 December 2022 00.00 hours Local time at the address shown in Item 1
Item 4	**LIMIT OF LIABILITY:**	EUR 2,500,000.00 each Loss and each *Policy period* in the aggregate in excess of the underlying limit(s) of liability mentioned in the *underlying policy(ies)*
Item 5	**UNDERLYING POLICIES:**	**PRIMARY POLICY** POLICYNUMBER V0900033057 INSURER Zurich Insurance plc, Netherlands Branch LIMIT EUR 2,500,000.00 each Loss and each *Policy period* in the aggregate
Item 6	**CONTINUITY DATE:**	6 December 2020

Item 7	**CONDITIONS:**	**AonDANDOXS 90NL** [redacted]
Item 8	**ANNUAL PREMIUM:**	[redacted] Taxes and costs if any are not included
Item 9	**INSURER:**	Markel Insurance SE
Item 10	**BROKER:**	Aon

The present Schedule and the Conditions hereafter form one contract ruling the rights and obligations of the contracting parties.

ROTTERDAM, 19 November 2021

Aon

100% Markel Insurance SE

ENDORSEMENT NO. : **0.1**

COMPANY : **Centraal Bureau Rijvaardigheidsbewijzen**

POLICY NO. : **V0900129980**

EFFECTIVE DATE : **6 December 2020**

ABC0035 Clausule excedent bestuurdersaansprakelijkheid

Primaire polis
Onder primaire polis wordt verstaan, de bestuurdersaansprakelijkheidsverzekering ten name van Centraal Bureau Rijvaardigheidsbewijzen, met polisnummer V0900033057 en als verzekeraar Zurich.

Verzekerd bedrag geldt als excedent
Het verzekerd bedrag zoals op het polisblad vermeld geldt als excedent van EUR 2.500.000,00 per aanspraak en EUR 2.500.000,00 per verzekeringsjaar, zoals verzekerd onder de primaire polis.

Primaire polis
Deze verzekering geschiedt geheel op voorwaarden van de primaire polis behoudens eventuele in deze excedentverzekering genoemde afwijkingen daarop.

De excedentverzekering geldt niet als excedent van sublimieten van de primaire polis.

Aanvullende regelingen op de primaire polis zullen alleen gelden nadat verzekeraar van deze excedentverzekering daarmee heeft ingestemd.

Einde van de verzekering
Deze verzekering eindigt zonder opzegging op de datum waarop de primaire polis eindigt.

Kennisgeving
De verzekeringnemer of de verzekerden stellen Markel, zo spoedig als redelijkerwijs mogelijk is, schriftelijk in kennis van de navolgende gebeurtenissen:

a. De beëindiging van de primaire polis of een onderliggende polis
b. Iedere aanspraak en omstandigheid waarmee zij bekend zijn of behoren te zijn

ROTTERDAM, 10 December 2020

100% Markel Insurance SE

GENERAL CONDITIONS

This is a claims made policy. Except if otherwise provided, this policy only applies to claims first made against the insureds during the policy period or, if applicable the discovery period

In consideration of the payment of the premium and in reliance upon all the statements made in the application form including the information furnished in connection therewith, and subject to all of the terms, conditions and endorsements of this policy, the *Insurer* and the *Policyholder* agree as follows:

I. INSURANCE AGREEMENT

The *Insurer* will provide the *Insured* coverage for claims first made against the *Insured* during the *Policy period* or, if applicable the discovery period up to the Limit of Liability mentioned in item 4 of this policy in excess of the limit(s) of liability of the *Underlying policies* and in accordance with the same terms, conditions and endorsements of the *Primary policy* and any more restrictive terms and conditions of any other *Underlying policy* designated in Item 5 of the Schedule, except as otherwise provided herein.

II. DEFINITIONS

A. *Insured* means those persons or organisations designated as insured in the *Primary policy* and the other *underlying policy(ies)*.

B. *Insurer* means the entity designated in Item 9 of the Schedule.

C. *Policyholder* means the entity named in Item 1 of the Schedule.

D. *Policy period* means the period of time designated in Item 3 of the Schedule.

E. *Primary policy* means the policy designated in Item 5 of the Schedule.

F. *Underlying policy(ies)* means all policy(ies) designated in Item 5 of the Schedule.

III. LIMIT OF LIABILITY and DEPLETION OF UNDERLYING LIMITS OF LIABILITY

The limit of liability designated in Item 4 of the Schedule is the *Insurer's* maximum aggregate liability for all covered loss under this policy.

1. This policy shall apply as excess in the event of the exhaustion or reduction of the limit(s) of liability of the *Underlying policies* as result of actual payment of losses there under;

2. This policy shall apply as primary, for subsequent losses, in the event of the exhaustion of the limit(s) of liability of the *Underlying policies* as result of actual payment of losses there under. Any retention specified in the *Primary policy* shall be imposed under this policy as to each claim made; otherwise no retention shall be imposed under this policy.

3. Any covered losses under the *Underlying policies* which for any reason remains unpaid, in whole or in part, by the insurers of the *Underlying policies* shall be retained by the *Insureds*. The *Insurer* shall nevertheless recognise this retention by the *Insured* as contributing to the exhaustion or reduction of the limit of the *Underlying policies* and the attachment point of this policy shall not be altered as such in this respect.

4. Reduction or exhaustion of the limit(s) of liability of the *Underlying policies* shall include the reduction or exhaustion of such limits as result of a provision in the *Underlying policies* which reduces the limit of liability in the *Underlying policies* by reason of any loss paid or payable under any other Director & Officer liability policy issued by the *Underlying policy* insurer ,or any member company of the group of which the insurer of the *Underlying policy* is a member of. (non-stacking of limits clause or capacity clause).
   Any losses payable under this policy for loss on account of a claim shall be reduced by amounts paid in respect of the same claim under any other Director & Officers liability policy, or any other policy providing cover for this claim, issued by the *Insurer* of this policy or issued by any member company of the group of companies of which the *Insurer* of this policy is a member of.

5. This policy shall not provide cover in excess of any underlying cover for which a sublimit is applicable in any *Underlying policy*. However : a) the *Insurer* of this policy shall recognise payments by the insurers of the *Underlying policies* in respect of this cover for which a sublimit is applicable, as contributing to exhaustion or reduction of the underlying limit, b) in the event of exhaustion or reduction of the *Underlying policies* by another loss than covered within the specific coverage for which a sublimit is applicable, this policy will provide this specific cover. The total maximum limit of liability provided by this policy together with the *Underlying policies* in this respect will never exceed the sublimit as mentioned in the *Primary policy*

IV. UNDERLYING POLICIES

A. Maintenance of *Underlying policies*

The *Underlying policies* shall be maintained in full effect during the *Policy period* or ,if applicable the discovery period, except for any reduction or exhaustion of the aggregate limits of liability available under the *Underlying policies* solely by reason of actual payment of loss there under.

B. Amendment of *Underlying policy*

Any amendment to any *Underlying policy* during the *Policy period* and any changes in exposure that need to be agreed upon under any *Underlying policy* shall be effective under this policy only if and to the extent that the *Insurer* agrees to such amendment or change in exposure in writing. Failure to comply with the foregoing will not invalidate this policy, but the *Insurer* will not be liable under this policy earlier or to a greater extent than if this condition had been complied with.

V. PRIOR AND PENDING LITIGATION

The *Insurer* shall not be liable to make any payment in respect of any claim arising from, based upon, attributable to or as a consequence of any litigation initiated prior to or pending at the continuity date specified in Item 6 of the Schedule or alleging or deriving from the same facts as alleged in such prior or pending litigation.

VI. CLAIMS NOTIFICATION

Any notice required to be given under the conditions of the *Primary policy* shall also be given to the *Insurer*.

VII. CLAIM PARTICIPATION

The *Insurer* shall have the right, at its sole discretion, to participate in the investigation, settlement and/or defence of any claim made against any of the *Insured* notified under the *Underlying policy* even if the *Underlying policy* has not been exhausted. The *Insured* will provide such information and cooperation as is reasonably requested.

VIII. JURISDICTION AND GOVERNING LAW

Any interpretation of this policy relating to its construction, validity or operation is subject to the jurisdiction and governing law as mentioned in the *Primary policy*

Signature sheet for

Policy version:	Policy version_EFFC-AC69-6506-C9DE.PDF	Aon Nederland Aon
Unique number:	EFFC-AC69-6506-C9DE	
Policy number:	V0900129980/0	
VNAB number:	645993403	Page 1/1
Policy holder:	Centraal Bureau Rijvaardigheidsbewijzen	

Date e-ABS: 6 December 2021

Participation 1

Role	VNAB	Share %	Insurer	Signature
Lead insurer	Yes	100.0%	Markel Insurance SE	[redacted]

This document is only valid if the unique number indicated in this document is identical to the unique number indicated in the accompanying policy. If the unique number deviates, please contact your insurance broker as soon as possible. No rights may be derived from the policy.