Gemeente
Amsterdam
VGA Verzekeringen

Clause sheet
VGA NBUG 2023

CLAUSE SHEET VGA NBUG 2023

The policy is subject to the Standard Dutch Bourse Conditions for Comprehensive Insurance 2006 (NBUG 2006), as well as the special conditions, clauses and limits described in this clause sheet.

Special Conditions

1. Apartment right
As long as the property of the insured building is divided into apartment rights, the following applies:

An act or omission by one owner as a result of which the insurers are not obliged to compensate the loss or damage under the law or the insurance conditions shall not affect the rights arising from this policy; in this case, the insurers may claim back the part of the indemnity that corresponds to the share of the relevant owner in the community from him, provided that insurers have indicated this before the payments of the indemnity;

If the amount of the loss or damage has been paid to the Association of Owners and there is a situation as referred to in section 5:136 (4) of the Burgerlijk Wetboek (Civil Code) (surplus after repair, waiving repair or termination of the division), the payment of this owner's share will be made to the insurers.

If the compensation amounts to more than €12,500.00, the Association of Owners must determine the manner in which payment must be made and report this to the insurers. This must be proved by a copy of the minutes certified by the chairman of the meeting of the association of owners. By compensating the loss or damage, the insurers are fully discharged towards all interested parties.

2. Regulation Fire Recourse [*Bedrijfsregeling Brandregres 2000*].

If the insurers could recover the indemnity paid under this insurance from third parties on the basis of subrogation, they will act in accordance with the Regulation Fire Recourse 2014 [Bedrijfsregeling Brandregres 2014] of the Association of Insurers [Verbond van Verzekeraars]

3. Definition of deductible and maximum payment
1. Deductible is the amount that is not eligible for compensation of each amount of loss or damage assessed in accordance with the insurance contract. Fees and costs of loss adjuster(s) and expert(s) will remain outside the application of the deductible.

2. The maximum payment is the maximum amount that is eligible for payment from each amount assessed in accordance with the insurance contract (after deduction of the agreed deductible).

4. Provision for exclusions in connection with sanctions and/or trade restrictions
The insurer is not obliged to provide cover or compensation under this insurance if this would constitute a violation of sanctions laws and regulations under which the insurance is prohibited from providing cover or paying compensation under this insurance.

6. CAR insurance; Occupation
Included in the insurance is a loss or damage – as a result of a covered event – occurred after occupation of buildings that are still covered by a CAR policy, but on which loss or damage due to

occupation is excluded.

5. CAR insurance; Concurrence
This comprehensive insurance does not provide cover if and in so far as there is cover under a CAR insurance effected by the insured, had this comprehensive insurance not existed.

If, in case of loss or damage under such CAR insurance, only partial compensation is paid and another part of the loss or damage is dealt with by the comprehensive insurance, the following shall apply, subject to the applicable conditions:

- in so far as the amount of loss or damage compensated under the CAR insurance exceeds the deductible on that policy, the deductible is reimbursed under the comprehensive insurance;
- if the amount of loss or damage remains below the deductible under the CAR insurance, this loss or damage will be compensated under the comprehensive insurance.

7. Lease
One or more insured goods may be leased. With regard to such insured goods, any indemnities arising from this policy will be paid to the relevant leasing company, unless this company authorises the insurers in writing to pay the insured directly.

8. Notifications
Contrary to article 16 NBUG 2006 and in accordance with article 5 of the NBUG 2006, insureds may legally notify the insurer at the latest address known to them in the policy schedule.

9. Ranking
Where special conditions, clauses and limits conflict with or deviate from the NBUG 2006, the special conditions, clauses and limits prevail.
Contradictions in provisions of equal ranking will never be interpreted to the detriment of the insured(s).

10. Terrorism cover
For loss or damage as a result of terrorism, malicious contamination and/or preventive measures and actions or behaviours in preparation thereof, hereinafter referred to both jointly and separately as the "terrorism risk", the compensation/cover is in accordance with the cover as described in the applicable Clause sheet terrorism cover of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. [Dutch Terrorism Claims Reinsurance Company] ("NHT"). The most recent clause sheet can be found on the website www.nht.vereende.nl.

Clauses

1. Rolling stock
In addition to article 1.1. of the General Conditions NBUG 2006, industrial equipment/contents also includes rolling stock, such as underground trains and trams.

2. Foundations
Contrary to what is stated in article 1.4 NBUG 2006, foundations above the amount insured, by default up to 10% of the amount insured, with a maximum of €5,000,000.00, per risk object / (risk) address are included in the insurance. This maximum amount does not apply in so far as the foundations are included in the valuation.

3. Perils of nature
In addition to article 2.2.6 NBUG; with regard to hazards of nature, all loss or damage caused by one or more of the perils against which is insured, will be deemed to have arisen from one occurrence, provided that such loss or damage has arisen within a period of 72 consecutive hours after the danger of nature has materialised.
A deductible of €1,250.00 each occurrence applies to the risk of storm.

4. Water, steam, precipitation, extinguishing agent
In addition to the provisions of article 2.2.8 NBUG 2006, the damage caused by overloading of roofs due to accumulation of rain or melt water and of hail, sleet or snow (snow pressure) is also covered.

5. Burglary
In addition to the provisions of article 2.2.10 NBUG 2006, a burglary shall be put on a par with gaining access to a closed space within the buildings by means of breaking. Damage to the existing safes due to burglary, theft or attempted burglary is also covered without a burglary having been committed in relation to the building. In addition, burglary damage to and theft of equipment are eligible for compensation if traces of breaking are present on cables that serve as anchorage.

This insurance also includes compensation of loss or damage in the event of a burglary and the equivalent, in which a member of the family of the insured or of his staff or another person living with the insured may be involved as a perpetrator or accomplice.

Damage to the possibly present safe(s), etc. (provided that this/these is/are included in the description of the policy) due to burglary, theft or attempted burglary is covered, without a burglary having been committed in relation to the building.

6. Vandalism
In addition to the provisions of article 2.2.11 NBUG 2006, the words "after up to and including entered" shall be deemed to have been deleted. In addition to the aforementioned article, it is provided that graffiti damage is excluded from the cover, which also includes the daubing of insured goods.

7. Oils and other liquids
Article 2.2.15 NBUG 2006 should be replaced by the following:
Oil, other liquids and gases flowed, leaked or overflowed from pipes or associated or connected installations, tanks, appliances as a result of breakage, blockage or any other sudden defect.

8. Smoke and soot
Article 2.2.16 NBUG 2006 should be replaced by the following:
Damage caused by smoke and soot, regardless of how this occurred or was caused.

9. Parking facilities
In addition to the provisions of article 3.2 NBUG 2006, the perils of vandalism, strike, riots or disturbances are explicitly insured. Theft without breaking or attempt thereat is also insured. Parking installations, etc., also include parking and/or payment terminals/installations, etc., including information panels/columns and signage, as well as safes.

Damage to or loss of money from the machines/installations and safes referred to is covered up to the limit specified in the limit list.

10. Debris removal costs
In addition to the provisions of articles 1.13 and 4.2. NBUG 2006 of the general conditions debris removal costs are also understood to mean the costs that the insured is obliged to incur or reasonably deems necessary on the basis of law or agreement.

The term 'removal' also includes cleaning of damaged road sections, soils, waters and the like, in so far as they are located within the municipal boundary.

Debris removal costs are also understood to mean the costs which the insured must incur in case of loss or damage for cleaning up or removal of uninsured goods located at the risk objects / (risk) addresses mentioned in the policy.

This cover also includes the costs of isolation, disinfection, asbestos removal, etc., which are the necessary result of an occurrence against which insurance is provided. If, after the occurrence for which insurance is provided, it should become apparent that the removal cannot be started immediately, for example in connection with the risk of contamination, the loss adjusters will draw up an estimate of any costs of isolation, disinfection and asbestos removal, etc., as well as of the debris removal costs to be incurred later.

The costs incurred by the insured for isolation, disinfection and asbestos removal and the like will be paid directly to the insured. However, the estimated amount of debris removal costs will be deposited in a bank deposit by the insurers. The interest reimbursed on this deposit will also be used for the debris removal costs to be incurred later.

If, after the actual disposal, it turns out that the deposit with the compound interest exceeds the required amount, the excess will be repaid to insurers.

The debris removal costs are covered and will be reimbursed above the amount insured up to the limit stated in the limit list.

10a. Additional cover for removal of asbestos-containing materials
If, in the event of a loss or damage, the debris removal costs covered under this policy, being 10% of the amount insured relating to the relevant risk objects / (risk) address, or the amount stated in the fire insurers' policy/file specification, are exceeded by the presence and removal of asbestos-containing materials, an additional compensation of a maximum of €1,000,000.00 per risk object / (risk) address shall apply.

11. Vacancy
The description of vacancy in article 5.4 NBUG 2006 is amended as follows:
For the purposes of this policy, vacancy means:
- (a) building (s / complex), which also includes a newly completed building, that is out of use or empty for more than six consecutive months during the currency of the policy;

- (a) building (s / complex), other than a newly completed building, that has been out of use or empty for more than six consecutive months from the time of acquisition by the insured;
- (a) building (s / complex), that has been partially or completely squatted (other than anti-squatting) and has therefore been removed from its original use;

in which cases the cover is reduced to the risks/occurrences of fire, explosion, aircraft and spacecraft, lightning, overvoltage, induction, storm and air pressure as described in articles 2.2.1. up to and including 2.2.7 NBUG 2006.

12. Loss or damage and amount of the compensation

Article 8.2.2.1 NBUG 2006 should be replaced by the following:
8.2.2.1 NBUG 2006 buildings:
- the reinstatement value, with the exception of
- the market value if:

* the building was offered for sale;
* the building had been declared unfit for occupation or use by the competent authorities;
* the building had been vacant or in disuse for more than 9 months;
* the building or part thereof has been occupied by squatters for more than 3 months;

- the demolition value if:

* the insured had the intention to demolish the building prior to sustaining the loss or damage;
* the building was destined for demolition or expropriation.

Article 8.2.2.2 NBUG 2006 should be replaced by the following:
8.2.2.2 NBUG 2006 industrial equipment/contents:
the new replacement value (this also applies to damaged goods that are used for medical and scientific purposes, the supplier of which no longer ensures their proper functioning) with the exception of:

The replacement value shall be adhered to:
- if the insured had the intention to discontinue the business prior to sustaining the loss or damage;
- if continuation of the business and reinvestment are not to take place;
- if the insurers are not notified in writing within a period of 24 months following the date of the loss or damage of the continuation of the business and/or reinvestment;
- for property whose replacement value is less than 40% of the new replacement value;
- for property which is no longer used for the purpose for which it was intended;
- for motor vehicles (including mopeds), caravans and other trailers, vessels, as well as parts thereof;
- for works of art, antiques and rare items. (unless there is an appraisal in accordance with section 7:960 Burgerlijk Wetboek (Civil Code), in which case the appraised value will be compensated).

13. Indexation of buildings

The insurance takes place in accordance with article 8.3 NBUG 2006 on the basis of indexation with due observance of the following:

13.1. If the index figure known on the premium due date deviates from the index figure published 12 months previously, the amount insured in question will be increased or decreased in proportion to the difference between the two indices referred to.

13.2. The index figure referred to in article 8.1 is understood to mean: for buildings and contents; the index figure for construction costs calculated by Troostwijk Taxaties;

13.3 For industrial equipment/contents, it also applies that if at the time of a loss or damage it appears that the value of the contents is higher than the amount insured determined on the latest premium due day in accordance with the index figure, this will be increased by a maximum of 25% for the settlement of the loss or damage.

14. Movable property of third parties
In addition to article 10 NBUG 2006 of the policy conditions, if the amount insured for industrial equipment/contents and goods offers scope for this, then movable property of third parties is also insured if and in so far as these goods are not or not sufficiently insured elsewhere, but in this case with due observance of the limit specified in the limit list.

15. Premium
Setting aside articles 14.2 and 14.3 of the NBUG 2006, it applies that the premium will be paid within 30 days after receipt of the relevant invoice. If the premium has not been paid in full or in part within the aforementioned 30 days, the cover will only end on the fourteenth day after the day on which the insurer has given written notice of default to the insured.

At the end of the cover, the insured remains fully obliged to pay the amounts that are overdue and still due. After the expiry of the period on which the insurer has given notice of default to the insured, the insured is in default by operation of law and the insurer is entitled to charge statutory interest and (extra) judicial costs incurred.

The cover will take effect again from the day after the day on which the premium and any costs were received by the insurer. The cover will no longer be effective if the insurer has indicated in the notice of default that the insurance will be considered cancelled in the event of overdue payment.

A premium is also understood to mean the premium that the insured owes in connection with an interim change to the insurance.

Additional clauses

16. Extra Costs
Extra costs are included in the insurance; this is understood to mean:

a. the hire of temporary (emergency) buildings and/or costs associated with making the damaged property provisionally suitable for use;
b. the installation costs to make the rented property temporarily suitable for use. Installation costs do not in any case include expenditure on the purchase of industrial equipment/contents;
c. the necessary transport costs of staff, calculated over the distance between the damaged building and the temporary building;
d. any additional salaries of staff resulting from longer working hours, including social security charges;
e. other costs, not mentioned above, necessary to continue the work.

17. Monuments
In the event of damage to buildings placed on the municipal or national list of monuments or by Monumentenzorg pursuant to the Monuments Act placed on the draft list, the insurers will also compensate the costs not already included in the loss assessment that are incurred to carry out the repair using the original materials, all of this being covered up to the limit stated in the limit list.

18. Reproduction and reconstruction costs
Included in the insurance are reconstruction costs; this is understood to mean the costs incurred during the indemnity period, as a result of an insured peril/occurrence, to reconstruct, reproduce and reinsert into the records of the insured administrative and financial data, drawings, etc., which are necessary for the progress of the business and which are present at the risk objects / (risk) address specified on the policy schedule - irrespective of how these have been recorded.

The indemnity period begins on the day on which the loss or damage occurs and ends when the business activities are no longer affected by the occurrence/peril causing the loss or damage or if this is earlier after the expiry of the maximum indemnity period mentioned in the policy schedule, but never more than 104 weeks, irrespective of the expiry date of the insurance.

The indemnity period is limited to 52 weeks if:
• after an occurrence, the affected business activities are not continued;
• within 52 weeks after the occurrence, no attempts have been made to resume the business activities.

Any compensation due will be paid by the insurers within 4 weeks of receipt of all necessary data. Insurers will never be in default until 4 weeks after such receipt.

19. Solar panels
In addition to article 2.2 of the NBUG 2006 General Conditions, the perils/occurrences listed below, with regard to solar panels, are also insured.

1. If solar panels are present, cover also includes loss or damage caused by pressure on the building due to atmospheric precipitation and/or melt water.

2. The cover by virtue of paragraph 1 only applies:

a. if and in so far as the loss or damage cannot or cannot be sufficiently recovered from third parties;
b. if the building complies with the laws and regulations applicable to the building with regard to the load-bearing structure, the roof structure, the construction of the solar panels and the discharge systems for atmospheric precipitation, also in view of their use; and
c. if the insured can demonstrate that the roof structure, the roof and the discharge systems for

atmospheric precipitation of the building were inspected by a company with relevant expertise on the basis of the laws and regulations applicable at the time and the measures recommended for this company in order to comply with these laws and regulations. Such an inspection must be repeated at least once every 10 years.

3. Loss or damage caused by poor maintenance of the building is excluded.

4. The cover of this clause shall be covered up to the limit specified in the list of limits.

20. Sustainability

This insurance covers the extra costs incurred by the insured or the additional loss suffered by the insured because the repair, rebuilding, salvage and/or removal of damage covered by the policy is carried out in a sustainable manner and with sustainable materials. Sustainability is considered to be the preservation of the living surroundings and the environment by achieving better performance in terms of energy consumption (including thermal insulation), air quality and water management through the use of appropriate or less environmentally damaging materials. The additional costs and the additional loss or damage will be compensated up to the limit specified in the limit list.

21. Natura Artis Magistra Foundation (Artis Zoo)

This insurance covers costs and loss of income for Artis as follows:

- The additional costs incurred by the insured which, as a result of damage to the buildings and/or risk objects at any (risk) address arisen from a peril/occurrence covered under this policy, are reasonably necessary for the progress of the business and/or have been incurred with the consent of the insurers' loss adjuster, regardless of whether there is any reduction in the damage.
- The costs incurred by the insured, which are associated with the reproduction/reconstruction of administrative and financial data, drawings and the like that are necessary for the progress of the business, as a result of damage caused by an incident against which cover is provided.
- Loss of income, which is understood to mean the income from the business activities, less the variable costs. This is equal to the fixed costs increased by the net profit or less the net loss.
- The maximum indemnity period is 52 consecutive weeks.

The cover is granted up to the first loss amount of €2,500,000.00 stated on the policy.

Sanctions clauses

22. Work presenting a fire hazard
This insurance takes place on the express condition that, if the insured instructs third parties to carry out work using open fire – such as welding, burning paint, roofing, etc. – for the purpose of installation, extension, maintenance, repair, dismantling or demolition of buildings, installations, etc., he will take the following measures (or have them taken):

The insured will ensure that at least the instructions contained in the "Fire Hazardous Activities Form of the National Centre for Prevention" are followed.

However, if the insured has issued the person(s) carrying out the work with a "Fire Hazardous Activities Form of the National Centre for Prevention" signed by the insured and the person(s) carrying out the work, the insurer must prove that the insured has not taken the above-mentioned precautionary measures.

If, in the event of a loss or damage, it appears that this condition is not met, a deductible of 10% of the loss amount to be compensated by the insurers with a minimum of € 25,000.00 each occurrence and a maximum of € 100,000.00 each occurrence applies, unless the insured proves that the loss or damage was not caused or increased as a result.

The most recent form can be found on the website www.checklistbrand.nl.

23. Outdoor storage
This insurance takes place on the express condition that the insured ensures that the storage of flammable goods such as wood, pallets, plastic film, etc. as well as waste containers takes place at least 10 metres outside the façade and/or roof (both attached and detached).

If, in the event of a loss or damage, it appears that this condition is not met, a deductible of 10% of the loss amount to be compensated by the insurers with a minimum of € 25,000.00 each occurrence and a maximum of € 100,000.00 each occurrence applies, unless the insured proves that the loss or damage was not caused or increased as a result.

24. Electrical installation
The electrical installation must demonstrably comply with the most recent government regulations as laid down by the Netherlands Standardisation Institute (NNI).

Checking the installation and operation must be in accordance with the latest edition of the chapter "Operation of electrical installation - low voltage". This check shall be repeated at least once every 5 years. If any shortcomings and/or defects are found during inspection, they must be remedied as soon as possible.

If, in the event of a loss or damage, it appears that this condition is not met, a deductible of 10% of the loss amount to be compensated by the insurers with a minimum of € 25,000.00 each occurrence and a maximum of € 100,000.00 each occurrence applies, unless the insured proves that the loss or damage was not caused or increased as a result.

25. Solar panel installations (PV systems) with a power output exceeding 5kVA
Solar panels themselves are only insured against fire, explosion, lightning, aircraft, spacecraft and storm.

With respect to PV systems, the following guarantees apply to the policy:
1. The insured guarantees that PV systems with an output exceeding 5kVA;
a. have been inspected in compliance with SCIOS Scope 12 and/or;

b. have been tested and certified in compliance with the requirements laid down in the completion and inspection report Photovoltaic (PV) systems by Techniek Nederland or Holland Solar and/or;
c. comply with the most recent versions of the NEN 1010, NEN-EN-IEC 62446 and NEN 7250 at the time of installation;
d. which are found defective during inspection and/or testing, will be repaired within 4 months of the date of inspection and/or testing;
e. which are roof-mounted, have been installed on a roof with sufficient load-bearing capacity for the PV systems complete with all fittings (including ballast), allowing for all roof components and objects attached to the roof as well.

2. In the event of loss of or damage to the PV system, the insured submits to the insurer(s):
a. a valid certification, completion, test or inspection report as referred to in article 1, that is not older than 3 years at the time of the loss or damage;
b. the repair certificate signed by the competent inspection and/or testing agency, showing that the defect(s) found during inspection and/or testing have been repaired;
c. a statement including a construction calculation from a structural engineer, showing that the roof has sufficient load-bearing capacity for the PV systems complete with all fittings (including ballast) as referred to in article 1 under e, and that there is no objection against installation of the PV systems.

3. If the insured is considering having a PV system installed, or having an existing system modified, replaced or extended to a system with an output of or exceeding 5kVA, such intention must be submitted to insurer(s). Installation of any PV system requires the prior consent of insurer(s) at all times.

The guarantees above also apply if the insured made the roof available to third-party rooftop PV systems, irrespective of the type of agreement they concluded.

If the insured fails to comply with any of the guarantees under articles 1, 2 and 3, a deductible applies in the event of loss or damage of 10% of the claim amount payable by insurers, with a minimum of EUR 25,000.00 and a maximum of EUR 100,000.00 in respect of any one occurrence, unless the insured demonstrates that the loss or damage was neither caused nor aggravated by the non-compliance.

<u>Additional provision to article 2.c :</u>
I. The following applies to PV systems installed before 2021 only.

At the introduction of this clause on PV systems in the summer of 2020 it could not be assumed that all insureds would be able to comply with the provisions of article 2.c of this clause. Consequently, insurers will in the event of a claim not invoke the guarantee described in article 2.c until 1-1-2023.

II. All other provisions of this clause do apply to PV systems installed before 2021.

As of 1-1-2023 the additional provision to article 2.c will expire, whereupon the insured must comply with all guarantees under this clause

Clauses (exclusions/limitations)

26. Infectious diseases
The clause below is based on clause LMA5393. In case of a difference in interpretation between clause LMA5400 and the provision below, clause LMA5393 shall prevail in this case.

1. Contrary to and in replacement of any conflicting provisions of this insurance, this insurance does not cover any loss, damage, claim, costs, expenses or other amounts arising directly or indirectly from, or in any way attributable to, related to, or connected with, or occurring at the same time or in any order whatsoever with:
1.1 an Infectious Disease; or
1.2 the fear or threat of an Infectious Disease (actual or alleged).

2. For the purposes of this clause, loss, damage, claim, cost, expense or other amount shall include, but not be limited to, costs of cleaning up, detoxifying, removing, checking or testing:
2.1 in connection with or to an Infectious Disease; or
2.2 of all goods covered by this insurance that are or may be affected by an Infectious Disease.

3. As used in this clause, an Infectious Disease means each of the following:
3.1 any physical discomfort or disease caused or transmitted, directly or indirectly, by any virus, bacterium, parasite or other organism or any variant thereof, whether or not considered alive, and regardless of the mode of transmission; or
3.2 virus, bacterium, parasite or other organism, or any variant thereof, whether considered alive or not, which is capable of causing physical discomfort or a disease.

4. This clause shall apply to all cover extensions, supplementary cover, exceptions to exclusions and other forms of cover.

27. Cyber and Data
The clause below is based on clause LMA5400. In case of a difference in interpretation between clause LMA5400 and the provision below, clause LMA5400 shall prevail in this case.

1. Notwithstanding anything to the contrary in this insurance and any associated clauses, the following are excluded from cover under this insurance:
a. cyber loss, unless the provisions of paragraph 2 apply;
b. loss, damage, liability, claims, costs and/or expenses of any kind, directly or indirectly caused by, contributed by, the result of, arising from or in connection with a loss of use, reduction in functionality, repair, replacement, mending or reproduction of data, including any amount relating to the value of such data, unless the provisions of paragraph 3 apply, irrespective of whether any other cause or occurrence contributes or has contributed to it simultaneously or at any other time.

2. Subject to all the conditions, provisions and exclusions of this insurance and any associated clauses, this insurance shall cover loss of or damage to insured risk objects if such loss or damage is caused by a fire or explosion that is the direct result of a cyber incident, unless such cyber incident is caused by, facilitated by, is the result of, results from or is related to a cyber attack, including, but not limited to, any action taken to control, prevent, suppress or remedy a cyber attack.

3. Subject to all conditions, provisions and exclusions of this insurance and any associated clauses, this insurance will cover the costs of repairing or replacing the data carriers, plus the costs of copying the data from the backup or the originals of a previous generation, in the event of loss of or damage to data carriers owned or used by the insured and covered under this insurance. These costs do not include research and development costs or any other costs for reproducing, collecting or compiling the data. If these data carriers are not repaired, replaced or mended, the cost of the blank data

carriers shall be the basis for the valuation. However, this insurance excludes any amount with regard to the value of these data for the insured or another party, even if these data cannot be reproduced, collected or compiled.

4. If any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This clause takes precedence over other provisions or clauses in the insurance that relate to cyber loss, data or data carriers.

<u>Defininitions</u>

6. Cyber loss
Loss, damage, liability, claims, costs, expenses of any kind, directly or indirectly caused by, to which has been contributed by, as a result of, arising from or in connection with a cyber attack or cyber incident including, but not limited to, any act to control, prevent, suppress or remedy a cyber attack or cyber incident.

7. Cyber Attack
An unauthorised, malicious or punishable act or series of related unauthorised, malicious or punishable acts, irrespective of time and place, or the threat or hoax thereof, relating to the access to, processing, use or operation of a computer system.

8. Cyber incident
a. an error or omission or series of related errors or omissions that relate(s) to the access to, processing of, use of or operation of a computer system; or
b. a partial or complete unavailability or the failure or series of related partial or complete unavailability or the failure of access to, processing, use or operation of a computer system.

9. Computer system
A computer, hardware, software, a communication system, an electronic device (including, but not limited to, a smartphone, laptop, tablet and portable device), server, cloud or microcontroller including a similar system or configuration of the above and associated input, output, data storage equipment, network equipment or backup facilities owned or used by the insured or another party.

10. Data
Information, facts, concepts, codes or other information of whatever nature stored or transmitted in a form to be used, consulted, processed or transmitted by or stored on a computer system.

11. Data carriers
Risk objects covered under this insurance on which data can be stored but not the data itself.

28. Exclusions with regard to fraud
The insurer is not obliged to provide cover or compensation under this insurance in case of fraud by the management and/or directors of the Policyholder. Fraud includes dishonesty, embezzlement or swindle.

29. Salvage costs
Contrary to the stipulations in the limits pertaining to the NBUG 2006, the salvage costs for risks with an insured amount above € 50,000,000 are capped at € 25,000,000 per event.

Limits belonging to the NBUG 2006

The limits in the table below are without prejudice to the content of the articles in the NBUG 2006, to which reference is made, which means that those articles remain in full force and effect.

Associated with article	**Amount insured**	**For**
Art. 1.4	10% of the amount insured with a maximum of €5,000,000 per risk object / (risk) address (above the amount insured)	Foundations
Art. 2.2.17	Maximum €5,000 each occurrence as part of the total amount insured	Fault in or failure of upright or chest-type refrigerators or freezers
Art. 3.1.3	€2,500,000 per risk object / (risk) address as part of the total amount insured	Portacabins, whether or not elsewhere but within Europe
Art. 3.1.4	€2,500,000 per risk object / (risk) address as part of the total amount insured	In buildings within Europe
Art. 3.1.5	€2,500,000 per risk object / (risk) address as part of the total amount insured	Outside buildings within Europe (limited cover)
Art. 3.2	€100,000 each occurrence as part of the total amount insured	Damage to and/or loss of money from parking and/or payment terminals / installations
Art. 3.3	€500 each occurrence as part of the total amount insured	Damage to or loss of insured risk objects located in the passenger cars
Art. 4.1	Not more than 50% of the amount insured at the relevant risk object / (risk) address (above the amount insured)	Salvage costs, but together with the indemnities referred to in articles 8.1.1 and 8.1.2
Art. 4.2	10% of the amount insured at the relevant risk object / (risk) address (above the insured amount)	Debris removal costs, unless otherwise stated in the policy
Art. 4.3	10% of the total amount insured with a maximum of €500,000 per risk object / (risk) address (above the amount insured)	The costs of transport and storage of risk objects
Art. 4.4	10% of the total amount insured per risk object / (risk) address (above the insured amount)	Damage to leased buildings as a result of burglary and vandalism
Art. 4.5	10% of the total amount insured per risk object / (risk) address (above the insured amount)	Loss of rent for up to 104 consecutive weeks. If no repair or reconstruction is carried out (on site or elsewhere), then for a maximum of 52 consecutive weeks.

		The loss of rent must be actual and demonstrable.
Art. 4.6	€1,000,000 each occurrence (above the amount insured)	Additional costs incurred at the request of the government/law
Art. 4.7	10% of the total amount insured per risk object / (risk) address (above the amount insured)	Damage to landscaping
Art. 4.8.1	€2,500 each occurrence (above the amount insured)	Money and marketable securities
Art. 4.8.2	€2,500 each occurrence (above the amount insured)	The costs of replacing, adjusting locks and the like
Art. 4.8.3	€2,500 each occurrence (above the amount insured)	For financial loss as a result of payment for goods and/or services supplied with counterfeit money
Art. 8.2.2.2	for goods that amount to less than 40% of the new replacement value, the replacement value applies	Industrial equipment/contents
Art. 9.5	130% of the total amount insured per risk object / (risk) address (above the insured amount)	Reallocation
Art. 10	€1,000,000 per risk object / (risk) address as part of the total insured amount	Movable property of third parties

Limits in addition to the NBUG 2006

Clause	Maximum amount insured	For
Monuments	10% of the total amount insured per risk object / (risk) address (above the insured amount)	Additional costs for repair or reconstruction in connection with the use of original materials as stated under the Monuments clause
Extra Costs	€2,500,000 each occurrence (above the insured amount)	As stated under clause Extra costs
Reproduction and reconstruction costs	€7,500,000 each occurrence (above the insured amount)	Reproduction and reconstruction costs as stated under clause Reproduction and reconstruction costs
Solar panels	€2,500,000 per risk object / (risk) address (above the insured amount)	Damage due to pressure on the building due to atmospheric precipitation and/or melt water as stated under clause Solar panels
Sustainability	€10,000,000 per risk object / (risk) address (above the insured amount)	Recovery or reconstruction on the basis of sustainability as stated under clause Sustainability
Extensions to existing risk objects / (risk) address	10% of the amount insured per risk object / (risk) address	Automatic cover for extensions, new construction and purchase at existing risk objects / (risk) address
Extra costs / Reconstruction costs/ Loss of income	€2,500,000 each occurrence based on first loss	Only for application for insured Artis Zoo, as stated under clause Stichting Natura Artis Magistra (Diergaarde Artis)
Extra limit on debris removal costs of asbestos-containing materials	Maximum €1,000,000 per risk object / (risk) address (above the insured amount)	Only in addition to and in case of excess of the debris removal costs referred to in article 4.2 as stated under clause Additional cover for removal of materials containing asbestos