Notice of Information

1. **Claims handling procedure**
   I'd like more detailed information about the claims handling procedure for the excess layers. Article 9.3 of the Schedule of Requirements states that claims will be settled by the Policyholder in coordination with Reinsurers, such in compliance with the Claims Handling Protocol. According to article 15 Claims Handling Protocol Parcel 1, the actual claims handling remains in hands of VGA, even after they have been reported to Reinsurers. In all cases, the handling is coordinated with the leading Reinsurer. The leading Reinsurer has an advisory role therein. The reinsurance contract includes a to follow provision: Excess reinsurers will follow the Primary Insurer in everything when it comes to loss assessment, coverage and claim settlement, except for ex gratia etc.

   Am I to interpret the above as follows: that the claims handling is in hands of Verzekeringsbedrijf Groot Amsterdam, even above its nett retention of EUR 350,000 and is not taken up by the leading reinsurer of Parcel 1 if the claim exceeds the nett retention?
   That is correct.

   What does the advisory role mean in this context?
   Consultation with the leading reinsurer.

   Do I understand from this arrangement that the reinsurers of Parcels 2 and 3 are not involved in the handling of claims that affect the capacity made available by them?
   That is correct, except in case of ex gratia payments. Of course, reinsurers will receive a timely report and updates stating details (insofar as permitted by law and relevant).

2. **Loss triangulation**
   We'd like to receive a comprehensive loss triangulation, stating details about all claims over de last 10 years and how this developed over the years.
   Please refer to enclosure 7 of the published documents. You'll find the relevant information on the tabs.

3. **Climate change**
   How does the city implement policy to mitigate the consequences of climate change? With special attention to possible flooding due to climate change.
   Several city units are actively developing and implementing policy on these issues. Recently, VGA held an expert meeting on this subject in collaboration with the city.

   Please refer to the enclosures for the presentations of this expert meeting.

   See also attached links.

   https://www.amsterdam.nl/wonen-leefomgeving/duurzaam-amsterdam/duurzame-gemeentelijke-organisatie-2030/

   https://www.amsterdam.nl/bestuur-organisatie/volg-beleid/duurzaamheid/klimaatadaptatie/#:~:text=In%20alle%20klimaatscenario's%20blijft%20de,de%20gevolgen%20zijn%20zeer%20groot.

4. **PFAS (1)**
   Are there locations within your city limits known to be affected by environmental pollution due to PFAS or related substances? If so, could you provide more detailed information, also on the decontamination policy?
   No, there are no known locations.

   See also attached link.
   https://www.amsterdam.nl/wonen-leefomgeving/bodem/bodemsanering/#:~:text=Beleidsregels%20PFAS,Wanneer%20bodemonderzoek%20nodig%20is.

PFAS (2)

PFAS : how does VGA deal with this? Did they screen their portfolio, and if so, what are the conclusions? Did they follow up with taking measures/adjusting policy conditions?
VGA did screen the portfolio. See also question 6. The policy conditions have not been adjusted.

PFAS (3)
Municipality activities/operations:

a. Is the insured/prospect involved in the handling, disposal or clean-up of PFAS-PFOA-PFOS?
   AEB is not involved in the handling, disposal or clean-up of PFAS-PFOA-PFOS. However PFAS-PFOA-PFOS can always be present in the municipal and commercial waste AEB receives and incinerates and it is shown that PFAS-PFOA-PFOS actually is present in the resulting bottom ashes (which remains after municipal and commercial waste has been incinerated).

   Waternet removes PFAS from drinking-water by order of the City of Amsterdam.

b. Does the insured/prospect conduct testing to determine if PFAS-PFOA-PFOS is present? What have been the findings of such testing?
   AEB tests on the presence of PFAS-PFOA-PFOS and yes, that presence has been confirmed albeit in low concentrations.

   By order of the City, Waternet tests the concentration of PFAS in the drinking-water based on a legal obligation and analyses the behaviour of PFAS in the drinking-water production. The concentrations in the drinking-water meet the current legal drinking-water standards.

c. What risk mitigation is employed to manage PFAS-PFOA-PFOS?
   AEB: All potentially contaminated residual materials are treated by AEB in accordance with regulations concerning substances of very high concern in the third national waste management plan of the Environmental Management Act, in Dutch: Zeer Zorgwekkende Stoffen, Landelijk Afvalbeheer Plan (LAP3), wet Milieubeheer.

   Waternet puts an extra effort into the removal of PFAS by the accelerated reactivation of activated carbon in the purification process. This reduces the concentration of PFAS by approx. 30-40% extra.

d. Has the insured / prospect been the subject of any claims, litigation and/or citations regarding PFAS-PFOA-PFOS?
AEB: No claims have been received regarding PFAS-PFOA-PFOS, to date no litigation has taken place and no citation have been received.

Waternet: to our knowledge neither Waternet Foundation nor the City of Amsterdam has been the subject thereof.

e. Is the insured / prospect aware if any of their direct customers have been cited in PFAS-PFOA-PFOS litigation?
AEB is not aware of any customers having been cited in PFAS-PFOA-PFOS litigation.

Neither Waternet Foundation nor the City of Amsterdam is aware of any situation where customers have been cited in litigation.

Many industry classes will use AFFF materials (Aqueous Film Forming Foam) for fire suppression at their locations and will generally store large amounts of AFFFs for use for emergency fire-fighting, including frequent fire-fighting training exercises which present a high risk for PFAS bodily injury and pollution.
AEB has gotten rid of all fire suppression and fire-fighting materials containing PFAS-PFOA-PFOS.

B) Water Utilities:

i. (Water Supply) – What PFAS sampling protocols are in place for raw and treated water? Please provide latest sampling data (minimum 12 months).
Waternet: sampling and analysis are carried out in compliance with the Dutch Drinking Water Decree. The drinking water quality data (incl. the PFAS concentrations) are published on the Waternet website.

ii. (Wastewater) – Please provide details of PFAS effluent and sludge sampling for facilities where biosolids are disposed of by application to agricultural land.
AEB: see attached report (stored under answers Notice of Information)

Waternet: The sludge is not supplied to the agricultural sector. Thermal treatment (like incineration) of sludge is compulsory. As yet, there are no PFAS measurements in sewage sludge. There are in influent and effluent.

The Waste and Recycling Organisation collects waste in garbage containers, which is then transported to the waste processing plant. Potentially PFAS-containing waste is not selected.

5. Buildings

Is the City owner of and/or responsible for low-cost housing? If so, has the fire safety of outer walls been examined?
No. In Amsterdam, DAK Regio Amsterdam is responsible for the distribution of low-cost rented houses owned by the housing corporations.

6. **Policy on sex workers and cannabis**
   What are the responsibilities, what is the city policy on cannabis and sex workers?
   See attached links.

   https://www.amsterdam.nl/bestuur-organisatie/volg-beleid/zorg-ondersteuning/prostitutie/#:~:text=We%20vinden%20het%20belangrijk%20dat,misstanden%20aan%20te%20kunnen%20pakken.

   https://www.amsterdam.nl/en/policy/policy-safety/policy-coffeeshops/

7. **Sports halls**
   We only provide cover for the operation of sports activities for which the sports halls are equipped.
   Noted.

8. **Stewards/events**
   Is the city responsible for the stewards present at football matches?
   No, Ajax employs them.

   If the city itself organises events in respect whereof claims concerning the organisation of such events have to be included under the policy, we'd like to be informed of the nature of these events and the activities that are to take place. Still, this is limited to events within the scope of the municipal capacity.
   The City of Amsterdam organises small-scale events. For major events, like Sail and Amsterdam 750, separate insurance policies are taken out in consultation with VGA Insurance.

9. **Budget**
   Have there been budget deficits/reserves over de last three years?
   See attached links.

   Annual financial report 2023:
   https://assets.amsterdam.nl/publish/pages/1051932/jaarverslag_2023.pdf

   budget 2024:
   https://assets.amsterdam.nl/publish/pages/1042185/begroting_2024_na_raadsbehandeling.pdf

10. **Objections allowed**
    How many objections have been allowed, split into companies and private persons?
    The City of Amsterdam's Legal Office received a total of 54,823 objections over the period from 2021 to 1 September 2024. A mere 12% of these objections have been allowed. It should be noted that the governing body occasionally needs to decide on the same objection twice. The majority do not give rise to a claim. The costs of litigation in the objection stage are not recoverable under the general liability insurance and are paid by the City of Amsterdam. Unfortunately, it is not recorded whether objections are filed by a private person or a company.

11. **Objections**
    How many objections have been received, split into companies and private persons?
    See the answer to question 12.

12. **Licences**
    How many licences are issued annually, split into companies and private persons?
    Due to the city's decentralised administrative structure, it is not clear how many licences are issued annually.

13. **Working Organisations/City Council**
    Regarding the Working Organisations and the City Council, we only insure the employees and activities of the City of Amsterdam.
    Noted.

14. **Covid**
    Is the city in any way involved in or responsible for the manufacture of product lines/medical supplies that are directly related to the prevention of the spread of COVID-19?
    No.

15. **Entities**
    Have there been any takeovers of activities from independent entities that were separately insured in the past three years? If so, we'd like to be informed of the activities concerned, the name of the former independent entity, the number of employees, and the claims statistics of the past 5 years.
    No, not from independent entities. The municipality of Weesp, with a population of 22,080, did become a so-called `urban area' within the City of Amsterdam as of 24 March 2022. You'll find a loss history in the enclosures.

16. **Charging points**
    Does the city allow third parties to install electric vehicle charging points on municipal land? If so, does the city do so on condition that building and planting rights are established, so the third party remains owner of the charging points or does the city pursue a different policy? In the latter case, we'd like to receive more information about this policy, and a copy of the agreement between the city and the supplier(s) of the charging points.
    The city decides on the installation of EV charging points in the public space, which is contracted out to third parties. These third parties remain owner of the charging points. There are no building and planting rights established, but the City does not get ownership rights either. On expiry of the contract, the charging points must be removed.

17. **Claims statistics**
    Could you unlock the claims statistics document? We'd like to be able to do our own data sorting.
    We're afraid we can't comply with your request, as it's important that this document retains the original data. Perhaps you could copy the data from the original and then sort them as you see fit.

18. Claims

Are there any claims which are the subject in litigation? If so, what kind of claims, why, and what is their status?

Yes, there are proceedings pending, but it is a limited number. They concern:

- physical damage;
- bodily injury;
- administrative claims.

They mainly concern proceedings instituted by the other party after we rejected liability. There are also a few cases taken to a higher court by the other party after the court rejected the City's liability ór by VGA Insurance as insurer after the liability had been admitted.

In cases of bodily injury, proceedings are - occasionally- instituted about the claim amount or the medical causality.

19. ROA (Regulation on the Reception of Asylum Seekers)

How many ROA asylum seekers does the City currently accommodate?

See overview in enclosures.

20. Asylum seekers

Asylum seekers are insured under a liability insurance taken out by COA. Can we therefore provide asylum seekers with secondary insurance, whereby damage to buildings in which they are housed, is excluded?

Under the City's liability insurance the personal liability of refugees is covered if they are accommodated by the GOO (Gemeentelijke Opvang Oekraïners [*Municipal Reception Ukrainians*]). Cover under the contract applies according to the following clause:

Asylum Seekers Clause

In addition to article 1.1 of the Product Conditions LAG14, the asylum seekers accommodated in the City who come under the Regulation on Reception of Asylum Seekers (ROA) or the Municipal Care Act for holders of a conditional residence permit and the volunteers involved in the reception of these asylum seekers, are regarded as insureds.
The limit of indemnity is € 1,000,000 per claim, with a maximum of € 2,000,000 per policy year.

In addition to article 4 of the Product Conditions LAG14, the personal liability of asylum seekers who are registered with a V number is included under the policy. The limit of indemnity is EUR 1,000,000 per claim and per policy year. The Product Conditions Liability Insurance for Individuals LPA 05 applies to this part.

Not insured is damage to the buildings/houses where asylum seekers are accommodated.

21. Circumstances

Circumstances reported. Circumstances can only be reported during the policy period, not during the run-off period. During the run-off period, only claims can be submitted that the city had knowledge of before the expiry date but had not been reported. Would you agree to the following? 2.1 Cover The insurance covers the liability of the insured as specified in the categories which have been stated in the policy to apply, insofar as the insured acts within the scope of the activities stated in the policy. Condition for cover for all categories is that: - the claim was first made against the insured during the period of insurance, and – was first

reported in writing to the insurers during this period of insurance as well, and – neither the policyholder nor the insured held liable had knowledge of the claim, or otherwise a circumstance that could give rise to a claim, at the time the insurance was taken out. If a circumstance is first reported in writing to the insurers during the period of insurance, the resulting claim will, without prejudice to the provisions of article 4, be deemed to have been made and submitted on the date said circumstance was reported, provided that this claim has been submitted to the insured and reported to the insurers within three years after termination of the insurance. The date on which the insurers were first notified in writing of the claim or circumstance determines the policy year to which the claim or circumstance in question is allocated. 2.7 Claims reported after the date of termination Under article 2.1 claims or circumstances reported to the company after termination of the insurance are not insured.
Noted.

22. Retroactive cover
Claims or circumstances resulting from an act or failure to act that took place prior to the inception date of the insurance, but after the retroactive date stated in the policy (01-01-2025), are included under the policy, provided that neither the policyholder nor the insured held liable had knowledge of the claim or otherwise the circumstance at the time the insurance was taken out. We assume you would agree to this wording.
Agreed.

23. Award
Section 7.1 of the specifications explains the BPQR award criterion. On closer analysis, this is an improper combination of contracts, as the total number of points to be obtained depends on a tender for an additional parcel (therefore a form of `combining'). Consequently, a tender for parcel 3 only would prevent the tenderer from scoring the maximum number of points. Please provide us with a detailed explanation.
Theoretically, the maximum number of 1,000 points could be obtained. But this is not what we aim for. To us it is important that in addition to price, quality is valued as well, in which case tendering for more than one parcel and thus showing greater commitment to the contract, is appreciated.

24. Changes in risks
Are there any changes in the list of insured risks or the list of exclusions (newly insured activities or activities no longer insured by VGA)?
No.

25. Claims > € 500,000
Could you specify the activities concerned in the largest claims (> € 500,000)? Currently, we only have this info on the 2 largest claims.
See statistics in enclosures.

26. Structure

Structure as I understand are as follows. Please confirm whether it is correct :

Parcel 1 : EUR 25m xs EUR 350,000 with AAL EUR 50m - Covers PD & BI + Financial loss

Parcel 2 : EUR 25m xs Parcel 1 (EUR 25m xs EUR 350,000) with AAL EUR 50m - Covers PD & BI only

Parcel 3 : EUR 25m xs Parcel 2 (EUR 25m xs EUR 25m xs EUR 350,000) with AAL EUR 50m - Covers PD & BI only

The primary policy has a sum insured of EUR 25 million with a deductible of 350K and an annual aggregate of EUR 50 million.

Parcels 2 and 3 are excess of loss Reinsurance Covers. Parcel 2 is an excess of loss cover with a limit of EUR 25 million excess of EUR 25 million, while Parcel 3 is an excess of loss cover with a limit of EUR 25 million excess of EUR 50 million.

To summarize:

Parcel 1: EUR 25 million excess of EUR 350,000, with an annual aggregate limit of EUR 50 million. This cover includes property damage (PD), bodily injury (BI), and financial loss.

Parcel 2: EUR 25 million excess of EUR 25 million, with an annual aggregate limit of EUR 50 million. This cover includes property damage (PD) and bodily injury (BI) only.

Parcel 3: EUR 25 million excess of EUR 50 million, with an annual aggregate limit of EUR 50 million. This cover includes property damage (PD) and bodily injury (BI) only.

27. Resintatement

Please clarify whether it is paid resintatement.
Reinstatements are not applicable. Each parcel has a limit of 25M and twice in the annual aggregate.

28. Courtage

Please clarify what 'courtage' is.
We assume reference is made to the below excert from Enclosure 1: Schedule of Requirements. The term 'courtage' mentioned in the document refers to 'brokerage' in this context.

Premium for excess cover	The annual premium will be assessed on the basis of the tenders and must be quoted in the tenders by means of a permillage and/or a fixed amount and/or an amount per inhabitant including 10% courtage. If applicable, it must also be indicated whether the premium is an annual fixed premium. In connection with reinsurance, no insurance tax is applicable to the Excess reinsurance contract.
Courtage	10% per annum
Intermediary, brokerage	Gallagher Re GmbH (Dutch Branch), Hofplein 20, 3032 AC, Rotterdam, Netherlands and/or Gallagher Re, (the "Placing Broker") are hereby recognised as the intermediaries negotiating and placing the Excess of Loss Contracts EUR 25,000,000 excess EUR 25,000,000 through whom all communications relating thereto shall be transmitted to the Reinsured or the Reinsurers whilst all financial transactions relating to this Contract shall be transmitted between the Reinsured and the Reinsurers through Gallagher Re GmbH (Dutch Branch). Gallagher Re is a trading name of Arthur J Gallagher Nordic AB, which is authorised by the Swedish Financial Supervisory Authority, with registered address at Mölndalsvägen 22, 412 63 Göteborg, Sweden.

29. Historical rate changes

Please kindly provide historical rate changes information from 2019 onwards.
De premie is vanaf 2019 van € 8.300.000 gestegen naar € 9.900.000 voor 2024. Deze stijging is het gevolg van een (jaarlijkse) indexatie van de premie naar aanleiding van inflatie.

VGA verwacht dat het premievolume voor deze AVB portefeuille voorlopig stabiel zal blijven. Het aantal verzekerden zal naar verwachting gelijk blijven en VGA ziet daarnaast geen aanleiding om de tarieven verder te verhogen.

30. Risk profile

Please provide us with risk profile per sub line of business of the portfolio for better understanding of the portfolio and for exposure rating.

At this point, a further breakdown of the risk profile is not available. The original insured do not have individual sums insured. Instead, all original insured individuals have the option to apply for the total coverage on the three-parcel structure.

31. Expiring leader

Please advise who is the expiring leader and other major reinsurer panel.

The names of the main expiring reinsurers cannot be disclosed, but we can share they are large European continental insurance and/or reinsurers.

32. Expiring premium

Please provide expiring premium / rates per each layer or parcel.

We can only share the total expiring premium for the full structure which is approximately EUR 4.3 million.

34. Expiring slip

Please provide expiring slip. I do see some terms and conditions, including some general exclusions for sanctions, pandemic and cyber. I wonder if there is a list of more special exclusions for each liability SubLoB, such as GTPL, PL, EL.

When it comes to expiring slips, it is common practice for them to be individually agreed upon with each reinsurer. However, due to confidentiality reasons, we are unable to share the specific details of these agreements at this time. Nevertheless, we are more than willing to provide a first draft and engage in discussions to reach a mutually beneficial agreement in due course.

35. Nat Cat property damage and terrorism

Please clarify whether this program covers Nat Cat for property damage and terrorism / SRCC. In case it does, please see if there is a loss occurrence definition (hours clause) and also cat modelling results for Nat Cat property damage side.

This program covers Third Party Liability claims only.

36. Single/multi-year contract

On a more strategical note, please comment whether layer selection (firstly for quotation and later on for participation based on FOT) is available and how open the client is for single-year contracts and/or multi-year contract of shorter than 3 years' duration.

- Regarding the question about layer selection, please refer to chapters 6 and 7 of the document "bestek-Specifications" for a comprehensive explanation.
- In regards to the question about shorter durations of contracts, VGA values establishing long-term relationships and commitments. Additionally, the public tender procedure is a time-consuming and resource-intensive process. Due to these reasons, VGA is not open to considering contract periods shorter than 3 years.

37. Rate changes

The GNPI 2025 remains unchanged i.r.t. the GNPI 2024, does this mean there are no rate changes planned?

VGA expects the premium volume for this business liability insurance portfolio to remain stable for some time. Expectations are that the number of insureds will remain unchanged and as yet, VGA sees no other reason for a further increase in premium rates.

38. Energy company AEB

What is their fuel mix? Do they operate hydro dams? Does the company sell sewage sludge?

What is their fuel mix?

AEB's fuel mix consists for 99% of household and commercial waste. Occasionally and usually for brief periods and very small quantities AEB processes other types of waste like, for example, paper sludge. AEB never processes waste for which AEB is not licensed.

Do they operate hydro dams?

AEB does not own or operate hydro dams.

Does the company sell sewage sludge?

Selling sewage sludge is virtually impossible. Normally, capacity for the disposal and processing of sewage sludge must be purchased. AEB processed sewage sludge in its incinerators up until the beginning of 2023. That sewage sludge was supplied by a sewage treatment plant owned by a third party. AEB has no intention of restarting the processing of sewage sludge now or in the future.

39. Harbor infrastructure

Does the harbor own any large buildings, important tunnels, or bridges?

Could you please provide us with an overview of the activities of the Nautical management of Port.

The Port of Amsterdam does not own any important bridges and/or tunnels, nor any large buildings in the port area. Only the Passenger Terminal is worth mentioning with a sum insured of € 65,000,000.

Central Nautical Management

The Amsterdam, Beverwijk, Velsen and Zaanstand ports work together in a single shipping office: the Central Nautical Management North Sea Canal Area (hereinafter: CNB). CNB is responsible for safe, efficient and environmentally sound maritime traffic in the North Sea Canal Area. CNB advises city councils on shipping regulations. The CNB board is formed by a delegation of the four municipalities. The chair of CNB is the alderperson for Port of the City of Amsterdam. For more information about CNB please visit https://www.portofamsterdam.com/nl/scheepvaart/zeevaart/diensten-en-voorzieningen/centraal-nautisch-beheer (website also available in English).

40. Potential Claims amounts

In general, the aggregation exposure with potential claims amounts such as those from international citizen could be significantly higher than average. Is this coverage supplementary to any existing coverage?

No.