



**Gemeente
Amsterdam**
VGA Verzekeringen

Clause Sheet VGA/ WAG 2025

Fraud

The insurer is not obliged, in the event of fraud against the insurer, to provide cover or indemnification under this insurance. Fraud includes, among other things, dishonesty, embezzlement, deception or swindling committed by the insured's staff, management and/or directors. If fraud is established, a report will always be filed. The fraudster will also be included in a register that can be consulted by all insurers.

Provision concerning exclusions in connection with sanctions and/or trade restrictions

The insurer is not obliged to provide cover or indemnification under this insurance if doing so would constitute a breach of sanctions legislation and regulations pursuant to which the insurer is prohibited from providing cover or paying indemnification under this insurance.

NHT terrorism cover

The clause sheet "Terrorismedekking bij de Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V." applies, insofar as the insurers concerned are affiliated with de Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.

This clause is an example of the clause as issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (NHT). In the event of any deviation of this clause wording from the NHT clause wording as stated on the website <https://nht.vereende.nl>, the NHT text on the website shall always prevail.

Insured amounts

This insurance provides cover in any event for:

- legal liability based on the required statutory insured amounts in accordance with the 6th WAM Directive;
- provided this is stated in the policy, limited own-damage cover per vehicle, with a maximum limit of EUR 10,000,000.00 for all insureds combined, as recorded in VGA's administration for the duration of the insurance period per event.

Clause: Definition of "Loss Event"

"Loss Event" means any accident or any event or any series of accidents or events caused by and directly arising from one event, irrespective of the number of victims or claims resulting from such accident or occurrence or series of accidents or occurrences, irrespective of the number of policies involved.

The duration and scope of a "Loss Event" so defined are, however, limited to:

- (a) 72 consecutive hours in respect of hurricane, typhoon, storm, rainstorm, hailstorm and/or tornado;
- (b) 72 consecutive hours in respect of earthquake, seaquake, tidal wave and/or volcanic eruption;
- (c) 72 consecutive hours and within the boundaries of one city or village insofar as Small-Scale Disturbances (Klein Molest) are concerned;
- (d) 72 consecutive hours in respect of any "Loss Event" comprising an individual loss or losses from one of the perils referred to under (a), (b) and (c), insofar as a causal connection is established;
- (e) 168 consecutive hours in respect of any other occurrence of whatever nature,

and no individual loss from any insured peril occurring outside these periods or areas shall form part of that "Loss Event".

The reinsured may choose the date and time at which such period of consecutive hours commences and, if an event has a longer duration than the periods stated above, the reinsured may divide that event into two or more "Loss Events", provided that no two periods overlap and provided that no period commences earlier than the date and time at which the first recorded individual loss to the reinsured in that event occurs.

Notwithstanding the foregoing, with regard to the loss or losses caused by collapse due to the weight of snow and water damage caused by burst pipes and/or melting snow, the reinsured has the option to treat each "Loss Event" as the aggregate of all such individual losses occurring during a period of 168 consecutive hours within one continent. No period may commence earlier than the date and time at which the first recorded individual loss to the reinsured occurs in that "Loss Event", and the periods of two or more "Loss Events" may not overlap.

Nuclear Energy Risks Clause

Nuclear energy risks and incidents in accordance with the Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) (Worldwide excluding the United States and Canada) ~ NMA 1975a

Notwithstanding any provisions to the contrary in the Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) (Worldwide excluding the United States and Canada) ~ NMA 1975a, it is hereby understood and agreed that the stated exclusion does not apply to loss caused by radioactive nuclides outside a nuclear installation that are used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or non-military security and/or safety purposes, provided that a valid licence for the production, use, storage and disposal of nuclear material, if required, has been issued by a governmental authority.

Natural Catastrophes Clause

Earthquake, flood and volcanic eruption. This exclusion does not apply to precipitation as defined by the Dutch Association of Insurers in the Precipitation Clause. Nor does it apply to policies concerning Construction All Risks and/or Erection All Risks, own-damage motor vehicle insurance and real estate risks outside the Netherlands, all of which are in line with market practice.

Losses arising from natural perils in countries where a pool facility exists to cover such risks are excluded from this agreement. However, losses from natural perils that remain covered by the reinsured, in circumstances where the risk insured by the reinsured does not fall within the scope of such a facility, or where the loss exceeds the amount recoverable from the pool facility, may be claimed under this agreement.

War and Civil Unrest Clause

Loss directly or indirectly caused by, occasioned by or resulting from war, invasion, acts of foreign enemies, hostilities or military operations, whether or not war has been declared, civil war, mutiny, civil commotions assuming the proportions of or amounting to a popular uprising, riot, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Clause 'work risk'

Article 19, Liability, has been supplemented for clarification with the explicit addition of 'work risk' and 'unregistered work equipment'.

Liability

The insurance covers the liability, including work risk, of the insureds for damage to persons and property, including consequential damage arising therefrom, caused with or by:

- the motor vehicle and/or unregistered work equipment;
- the trailer or another object that, according to the WAM, formed part of the motor vehicle;
- liability for damage caused with or by that trailer or object, while it did not form part of the motor vehicle according to the WAM, is also covered insofar as it is not covered by another insurance;
- another motor vehicle that was towed by the motor vehicle as a favour, insofar as this damage is not covered by another insurance;
- an item that is located in or on, falls out of or from, or has fallen out of or from the motor vehicle or anything that, according to the WAM, formed part thereof;
- liability for damage caused during the loading or unloading of goods onto, into, from or out of the motor vehicle or anything that formed part thereof is also covered insofar as it is not covered by another insurance.