

Event Insurance Condition 06.1

Section 1 Liability insurance

A. General conditions.

Article 1 Definition of cover

The insurance covers liability of the insured in case of:

1.1 Damage

Damage to natural persons and to objects.

1.2 Damage to natural persons

Physical injury or harming the health of natural persons, whether or not resulting in death, including consequential loss.

1.3 Damage to objects

Damage, destruction and loss, not excluding contamination and pollution, of objects owned by others than insurant, including consequential loss.

Article 2 Claim/circumstance

2.1 Claim

Claim against the insured to compensate for damage resulting from an act or omission.

Claims, whether or not against more than one insured, that are inter-related or consequential to each other, are considered to be one claim and are considered to have been filed at the insurer at the time of filing the first claim.

2.2 Circumstance

Facts resulting from or related to certain acts or omissions from which a real threat of a claim can be derived.

Article 3 Term of validity

3.1 Term of validity

The term of validity of the contract of insurance is the term between its commencing date and final date.

3.2 Preliminary risk

Excluding claims or circumstances due to an act or omission having occurred prior to the commencing date of the contract of insurance.

3.3 Notification of claim

Claims or circumstances due to acts or omissions having occurred during the time the policy was at risk can be submitted up to a maximum of one year following the date of termination of the contract of insurance (subject to the contents of article 6.1).

3.4 Similarity of policies

In case a claim is covered or would have been covered under this policy as well as another yet similar policy, first-mentioned policy to be supplementary to the latter. Renunciating the deductible as contained in the latter policy.

Article 4 Costs of litigation and legal interest

In case of damage insured against the insurer compensates for

- costs of litigation even if exceeding the maximum sum insured on condition of agreement by the insurer, even in case of potential litigation by an aggrieved against an insured;
- costs of legal assistance on condition that such assistance is provided at request of the insurer as defence against disciplinary or criminal procedures filed against an insured.

Article 5 Damage

5.1 Claims settlement

The insurer has the right to directly compensate the aggrieved parties involved.

B. Special provisions

Article 6 Insured

The insured are:

1. insurant as mentioned in the policy;
2. insurant's subordinates inasmuch as their work performed for him;
3. members of the Board of insurant acting as such;
4. voluntary workers of insurant for their activities performed for him, inasmuch as their liability not being insured elsewhere.

Article 7 Scope of cover

The geographical scope of cover extends to Europe.

Article 8 Motor vehicles/aircraft

Excluding liability for damage caused by or with a motor vehicle or aircraft owned by, managed, driven or used by insured or in capacity as employer allows the use of.

This exclusion does not apply to

8.1 Trailers

Liability for damage caused by or with trailers that upon being or having become detached from the tractor vehicle have come to a stand outside traffic.

8.2 Loading/discharge

Liability for damage caused by cargo during the process of loading or discharge of motor vehicles.

8.3 Cargo

Liability for damage caused by cargo on, or that falls or is falling off a motor vehicle.

8.4 Motor vehicles in use by subordinates.

Liability of insurant as employee for damage caused by or with a motor vehicle not being owned or held by him, having been in use by a subordinate.

8.5 Passengers

Liability for damage caused by the insured while being a passenger of a motor vehicle or aircraft.

Article 9 Watercraft

Excluding liability for damage caused with or by a motorised watercraft

- owned, held or used by insured, or that insured allows to be used;
- used by a non-subordinate while exercising insurant's business.

This exclusion does not apply to

9.1 Passengers

Liability for damage caused by insured while being a passenger of a watercraft.

Article 10 Objects held in trust

Excluding liability for damage to objects caused during the time they were managed, in trust, in custody, being rent, used, transported, processed or for other purpose at disposal of the insured or his authorised representative.

This exclusion does not apply to:

10.1 special cover for objects held in trust

- a.** damage to objects held by an insured for purposes other than rent, lease, loan, or deposit, inasmuch as a fire insurer having agreed to act in compliance with the rules of the 'Bedrijfsregeling Brandregres (BBR 2000)' (Companies' Agreed Rules for recovery of damage caused by fire), having compensated for the damage;
- b.** damage to objects owned by a subordinated, for which insurant is liable in his capacity as employer.

Article 11 Objects delivered/activities executed

Whomever the aggrieved party may be, excluding liability for:

- damage to objects having been delivered by or under responsibility of insurant;
- pollution of and/or adverse effect on soil, air or water unless due to a fortuitous event;
- damage and expense related to recalling, replacing, improving or repairing objects having been supplied by or under responsibility of insurant;
- damage and expense related to renewed execution entirely or in part of activities having been executed by or under responsibility of insurant.

Article 12 Special provisions

Excluding liability for damage resulting from a penalty, a compensatory or a warranty clause, a guarantee or a condition alike unless and inasmuch as liability would also have existed without such conditions.

Article 13 Environmental pollution

13.1 Damage to environment

Excluding liability for damage related to adverse effects on the environment unless such effects being fortuitous and not the result of a slow process.

13.2 Pollution of soil and (surface) water

Excluding liability for damage to objects due to pollution of soil, surface water, or any waterway whether or not subterranean.