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General Terms Liability Insurance

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Notice that this document is a translation from the Dutch conditions (1198). The conditions in the Dutch language will prevail and are binding for both parties.

General Terms Liability Insurance

1. Definitions

1.1. The insured

- 1.1.1 The policyholder in the capacity described on the policy schedule;
- 1.1.2 his partners, associates, managing directors and supervisory directors acting as such;
- 1.1.3 his subordinates, relatives and household members in respect of work carried out in favour of the policyholder in the capacity of insured;
- 1.1.4 his staff association and pension fund.

1.2 Insurer

AEGON Schadeverzekering N.V., within the context of these conditions referred to as AEGON.

1.3 Claim

Institute an action against the insured for damages arising from acts or omissions. Actions for damages, whether or not instituted against more than one insured, related to or arising from the same acts or omissions, continuous acts or omissions, or successive acts or omissions due to the same cause, shall be considered one claim and presumed to have been notified to AEGON at the time of the first claim notification.

1.4 Circumstance

One or more facts, arising from or related to any specific act or omission attributable to the insured, of which it may reasonably be assumed will result in a claim.

1.5 Third parties

Anyone with the exception of the insured held liable.

1.6. Loss

Loss in respect of persons and loss in respect of objects.

1.6.1 Loss in respect of persons shall be taken to mean:

injury to or impairment of a person's health, whether or not resulting in death, including the loss arising from it.

Loss in respect of persons shall not be taken to mean the expenses incurred by potential injured parties for measures to prevent loss as referred to in article 6:96 of the Netherlands Civil Code and similar statutory provisions, including the loss arising from it.

1.6.2 Loss in respect of objects shall be taken to mean:

damage to, or destruction or loss of objects belonging to persons other than the policyholder, including the loss arising from it.

Loss in respect of objects shall not be taken to mean the expenses incurred by potential injured parties for measures to prevent loss as referred to in article 6:96 of the Netherlands Civil Code and similar statutory provisions, including the loss arising from it.

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1.7 Acts or omissions

An action performed by an insured, which results in a claim.

A claim chargeable to the insured exclusively because of a capacity corresponding to the insured pursuant to the law or prevailing opinion shall be considered equivalent to an act or omission by the insured.

1.8 Validity

The period from the inception date of the insurance until termination of the same.

1.9 Insurance year

A period of twelve months from the premium due date and each consecutive period of equal duration. In the case where the period from the inception date of the insurance until the premium due date, or from the premium due date until the date of termination is shorter than 12 months, such period shall also be considered an insurance year. In the case where the validity is less than 12 months, the insurance year shall be equal to the validity.

1.10 Environmental degradation

The emission, discharge, filtration, coming off or escape of any liquid, solid or gaseous substance insofar as it has an irritating, an infection causing, a decay causing or a polluting effect in or on the soil, the air, the surface water or any water (course), be it or not subterranean.

1.11 Charges incurred to preserve property from loss or to minimise a loss

Charges made for measures taken by or because of an insured during the validity of the insurance which are reasonably necessary in order to avoid or limit the immediate threatening danger of loss, for which loss – if occurring - the insured would be liable and this insurance would cover.

1.12. Acts of war

Acts of war shall be taken to mean loss caused by:

1.12.1 an armed conflict

An armed conflict shall be taken to mean any case where states or other organised parties are in combat with each other, or at least one is in combat with the other, using military weapons. An armed conflict shall also be taken to mean any action by a United Nations' Peace Force.

1.12.2 Civil war

Civil war shall be taken to mean a more or less organised violent combat between inhabitants of the same state, in which an important part of the inhabitants of said state are involved.

1.12.3 Rebellion

Rebellion shall be taken to mean organised violent resistance within a state against the public authorities.

1.12.4 Internal civil commotion

Internal civil commotion shall be taken to mean more or less organised violent acts, performed at different locations within a state.

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- 1.12.5** Insurrection
Insurrection shall be taken to mean a more or less organised violent local movement against the public authorities.
- 1.12.6** Mutiny
Mutiny shall be taken to mean a more or less organised violent movement of members of any armed force against the authorities under whose control they are placed.
AEGON shall prove that the loss has been caused directly by, or has arisen directly from, one of the causes mentioned in this article.
- The six kinds of acts of war mentioned, as well as the definitions of said kinds of acts of war form part of the text filed at the Office of the District Court in The Hague, the Netherlands, by the Dutch Federation of Insurers on 2 November 1981.

2. Description of the cover

2.1 Cover

The liability of the insured in the insured capacity shall be insured in accordance with the general and special terms attached to the headings declared applicable to the policy schedule.

2.2. Sum insured

2.2.1. Per claim and per insurance year for all insured together and everything to a maximum of the total of the limits applicable to the relevant claim, AEGON shall indemnify:

- a. the loss;
- b. the cost of defence against actions instituted, including the costs of the proceedings the insured could be ordered to pay, provided that such costs are incurred with the agreement of AEGON;
- c. the cost of legal assistance, for disciplinary or criminal proceedings instituted against the insured, provided that such cost is incurred with the agreement of AEGON;
- d. the cost of prevention or decrease of loss, in accordance with 1.11.

Excess shall not be applicable to the costs mentioned under (b) and (c).

2.2.2 In respect of the maximum sum insured per insurance year, as stated on the policy schedule, the date of the first notification in writing to AEGON of a claim or a circumstance respectively, shall be decisive for the insurance year to which the relevant claim or circumstance shall be allocated.

In the case where the liability of the insured is insured under more than one of the headings applicable to the policy, the sums insured in respect of the different headings shall not accumulate, but the highest sum shall prevail.

2.3 Statutory interest

Apart from the sum insured, if need be, AEGON shall also indemnify - in case of loss

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covered – the statutory interest on the part of the principal covered by the insurance. However, statutory interest shall be indemnified up to a maximum amount equivalent to the insured sum for the relevant claim.

2.4. Pre-risk

Claims or circumstances arising from acts or omissions taking place:

- a. before the inception date of the insurance, shall not be insured;
- b. during the validity of the insurance, but before the date of the modification to the cover, shall be insured in conformity with the conditions, the insured sum(s) and the excess(es) per claim in force until the modification date and for those insured to whom the insurance applies at the time of the acts or omissions.

In the case where the pre-risk is explicitly included in the policy, claims arising from any act or omission taking place during the agreed duration of the pre-risk and up to the limits agreed upon, shall also be covered within the limits of this insurance. In the case of loss related to or arising from the same acts or omissions, continuous acts or omissions, or successive acts or omissions due to the same cause, the commencement date of such series of acts or omissions shall be decisive with regard to the applicability of 2.4.

2.5. Post-notification

- 2.5.1. In the case where AEGON exercises its right to terminate the insurance in accordance with the stipulations under 6.2.2, the policyholder shall be entitled to extend the cover by 1 year for the purpose of notifying claims and circumstances that have arisen from acts or omissions taking place during the validity of the insurance, as well as during the duration of the pre-risk, should this be included, such against the premium and on the conditions to be agreed upon.
 - 2.5.2.1 In the case where the insurance terminates due to the termination of the policyholders' activities in the insured capacity, the policyholder shall be entitled to extend the cover by 3 years for the purpose of notifying claims and circumstances that have arisen from acts or omissions taking place during the validity of the insurance, as well as during the duration of the pre-risk, should this be included, such against the premium and on the conditions to be agreed upon.
 - 2.5.2.2 The 3-year term for notifying claims or circumstances can later be extended automatically on an annual basis, such against the premium and on the conditions to be agreed upon, subject to termination as referred to under 6.
- 2.5.3 In the case where the policyholder wishes to make use of the right to extend by 1 and 3 years respectively, as described in 2.5.1. and 2.5.2.1, he shall make such known to AEGON in writing before the termination date of the insurance. In the case where the policyholder wishes to make use of the possibility of automatic annual extension after expiry of the 3-year post-notification term as referred to under 2.5.2.2, he shall request such to AEGON in writing before expiry of said 3-year post-notification term.
- 2.5.4 Claims and circumstances notified within the period agreed as referred to under 2.5.1, 2.5.2.1 and 2.5.2.2, shall be allocated to the insurance year which includes the termination date.
- 2.5.5 Contrary to the provisions of 2.6, this post-notification cover shall not apply in the

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case where any other policy also appears to cover the liability covered by this insurance, or would have covered said liability if the present insurance had not existed.

2.6 Concurrence of insurances

In the case where any other policy also appears to cover the liability covered by this insurance, or would have covered said liability if the present insurance had not existed, this insurance shall be limited to cover the difference with any such other policy in respect of conditions and sums insured.

The excess by virtue of any such other applicable policy shall be excluded.

2.7 Exclusions and special inclusions

2.7.1. Intention, property offence, violent offence and sexual conduct

2.7.1.1 Liability for any loss caused by and/or arising from any intentional unlawful act or omission by the insured against a person or object shall not be covered. The intentional character of such unlawful act or omission shall not be affected by the insured being under the influence of drink or any other substance to the extent where he/she is no longer capable of controlling his/her actions.

2.7.1.2 Liability for any loss caused by and/or arising from any intentional unlawful act or omission by one or more persons of a group the insured belongs to, irrespective of whether the insured himself acted or omitted as such, against a person or object shall not be covered. The intentional character of such unlawful act or omission shall not be affected by one or more persons belonging to the group being under the influence of drink or any other substance to the extent where they are no longer capable of controlling their actions.

2.7.1.3 Liability for any loss caused by and/or arising from any property offence or violent offence committed by the insured (irrespective of whether said insured is prosecuted for it), or any sexual or sexually inclined conduct of whatever nature by the insured shall not be covered.

2.7.1.4 Liability for any loss caused by and/or arising from any property or violent offence (irrespective of whether prosecution for it took place) or any sexual or sexually inclined conduct of whatever nature by one or more persons of a group the insured belongs to, irrespective of whether the insured himself acted or omitted as such, shall not be covered.

2.7.2 Violation of regulations

Liability for any loss as a consequence of any act or omission through which any regulation prescribed by the government is violated intentionally shall not be covered in the case where such takes place on the instructions of or with the approval of the insured or any officer responsible for compliance with said regulations employed by the insured.

In the case where the relevant insured is a legal person, insured shall be taken to mean a member of the board or management or any officer employed by the insured charged by a board member with the responsibility for compliance with the regulations mentioned before, such for the purpose of applying this exclusion.

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2.7.3. Motor vehicles, aircraft, vessel, trailers

Liability for any loss caused by or with any motor vehicle, aircraft, vessel or trailer owned, possessed, kept, driven, used or made to use by the insured shall not be covered.

By way of exception to the above, the following shall be covered:

- a. passenger
any liability for loss caused as a passenger of a motor vehicle, aircraft or vessel, including any loss in respect of such means of transport;
- b. use of motor vehicles by subordinates
any liability of the insured for loss caused with or by motor vehicles that do not belong to the insured, are not rented by the insured, nor used by him, which are used by the subordinates of the insured, but with the exception of any drivers' loss;
- c. loading and unloading
any liability for loss caused with or by objects on, falling from or having fallen from, being loaded onto or unloaded from any motor vehicle, trailer or vessel, other than to the means of transport itself;
- d. trailers
any liability for loss caused with or by trailers, provided that they are not coupled to a motor vehicle and the loss is caused after the trailers have been uncoupled or have come loose and safely to a standstill away from the traffic;
- e. vessels
any liability for loss in respect of persons caused with or by vessels, unless by collision, and for loss in respect of objects caused with or by non-motorised vessels;
- f. instruction error
any liability of the policyholder for loss caused with or by rented/loaned work material driven by a engine, of which the insured makes use or has use made of to carry out work for his company/profession, provided the loss is exclusively a consequence of a wrong direction/instruction (instruction error) by the insured to the driver/user of the work material carrying out said work. Any loss in respect of work material/ motor vehicles shall be excluded.

The cover arising from 2.7.3 shall not apply in the case where any other policy also appears to cover the loss covered by this insurance, or would have covered said loss if the present insurance had not existed.

2.7.4. Delivered objects/ work carried out

The following shall not be covered:

- a. liability for loss in respect of delivered objects, as well as loss and costs related to recalling, replacing, improving or repairing delivered objects;
- b. liability for a repeated carrying out of works performed;
- c. liability for loss originating from manufacture, processing, maintenance or delivery of products for or to hydraulic engineering, aircraft construction, shipbuilding, nuclear reactor, factory farming, (petro)chemical industry, train construction, motor vehicle industry or greenhouses.

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2.7.5. Supervision

Liability for loss to objects as a consequence of any act or omission during the time the insured, or someone on his behalf, transports, rents, uses, processes, treats, repairs or retains such objects for any other reason shall not be covered.

This exclusion shall apply:

- a. outside industrial premises
during the carrying out of work outside the industrial premises and sites of the policyholder, exclusively in respect of objects used for the purpose of carrying out work or actually being processed or treated;
- b. to additional objects
not in the case of loss to objects to which the insured, or someone on his behalf, added an object, insofar as the loss is a consequence of a fault of the added object;
- c. to objects of subordinates
not in the case of objects of subordinates, with the exception of motor vehicles, aircraft, vessels and trailers, for which loss the policyholder shall be liable in the capacity of employer;
- d. to objects of clients
not in the case of loss to objects of clients other than motor vehicles, aircraft or vessels, which the insured, or someone on his behalf, retains or has retained to process and/or treat, provided and insofar such (supervision) risk appears on the policy schedule as included under the policy;
- e. to recourse of fire insurers
not in the case of loss to objects retained by the insured in a different capacity from rental, rent, lease, loan or deposit, insofar as a fire insurer indemnifies any loss in this respect

2.7.6 Risk-aggravating clauses

Liability for loss arising from any clause in respect of a fine, guarantee, warranty or similar, except insofar as there would have been liability without such clause, shall not be covered.

2.7.7 Foreign branches

Liability of representatives who do not have their domicile in the Netherlands, as well as of any foreign branch, office, subsidiary or similar of the policyholder shall not be covered.

2.7.8 Acts of war

Liability for loss due to acts of war as described under 1.12 shall not be covered.

2.7.9 Nuclear reactions

Liability for loss due to, occurring in respect of or arising from nuclear reactions, irrespective of their origin, shall not be covered.

Nuclear reaction shall be taken to mean any nuclear reaction releasing energy like nuclear fusion, nuclear fission and artificial and natural radioactivity.

The exclusion shall not apply in respect of radioactive nuclides outside a nuclear

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plant applied for, or intended to be applied for, industrial, commercial, agricultural, medical, scientific, educational purposes or non-military security purposes, subject to the condition that the competent authority issued a licence for the manufacture, use, storage and disposal of radioactive substances.

The exclusion shall remain in force insofar as a third party is liable for the loss suffered by virtue of the law.

“Law” shall be taken to mean the Dutch Nuclear Incidents Third Party Liability Act (Wet Aansprakelijkheid Kernongevallen) (Dutch Bulletin of Acts and Decrees 1979-225), entailing the special statutory regulation with regard to liability within the scope of nuclear energy.

“Nuclear plant” shall be taken to mean a nuclear plant as defined in the law referred to and a nuclear plant on board of a ship.

2.8. Territorial scope of the insurance

2.8.1. General

The insurance shall apply worldwide. However, the insurance shall not cover:

- a. claims for loss due to objects exported to the United States of North America and Canada;
- b. claims arising from any act or omission taking place in the United States of North America and Canada and/or claims resting on the laws of said countries;

2.8.2 Business trip

The liability of the insured as a natural person in a strictly private capacity shall be covered worldwide during business trips.

The cover arising from 2.8.2 shall not apply in the case where any other policy also appears to cover the loss covered by this insurance, or would have covered said loss if the present insurance had not existed.

2.9 Non-compliance with obligations

The insurance shall not provide cover in the case where an insured fails to comply with any of the obligations under this insurance, due to which AEGON's interests are prejudiced.

3. Loss

3.1. Obligations in the event of loss

3.1.1. As soon as an insured becomes aware of a claim or circumstance which may result in

an obligation for the insurance company to indemnify, he shall be obliged:

- a. to communicate such claim or circumstance to AEGON as soon as possible;
- b. to render his full assistance and avoid any action that could prejudice AEGON's interests;
- c. communicate any information related to the loss to AEGON and immediately forward to AEGON any letter and document related to such loss;
- d. refrain from any action which could lead to a conclusion of admission of guilt;
- e. send AEGON a claim form, completed and signed.

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- 3.1.2 The insurance shall not cover in the case where the insured intentionally provides a misrepresentation, or has provided such, or gives false information, or has given such, in respect of the notification and/or processing of the loss.
- 3.2. **Loss assessment and loss adjustment**
- 3.2.1 AEGON shall take charge of assessing and adjusting the loss. AEGON shall be entitled to comply with obligations arising from this agreement by a direct indemnification of the aggrieved party and effect arrangements with said party. In this respect, AEGON shall bear the insured's interests in mind.
- 3.2.2 In the case where the indemnification consists of periodical payments the value of which exceeds the sum insured, with due observance of other payments, the duration or the amount – at the option of the insured - of such payments shall be decreased proportionally.
- 3.3. **Extinction of rights**
- 3.3.1 Any right to indemnification arising from this insurance shall become extinct in the case where AEGON's final and conclusive written decision is not challenged within 1 year after it is taken.
- 3.3.2 The right to indemnification shall become extinct in any event if a claim or circumstance which may result in an obligation for AEGON to indemnify is not notified within 3 years after the insured becomes, or could have become, aware of such claim or circumstance..

4. **Premium**

- 4.1. **Payment of the premium**
- 4.1.1 The policyholder shall pay the (advance) premium, the cost and premium tax no later than 30 days from the date they become payable.
- 4.1.2 In the case where the policyholder fails to pay the amount due in time, the cover shall be suspended as from the date the amount became payable.
Circumstances or claims during the suspension period shall not be covered.
The policyholder shall still be obliged to pay the amount due.
The cover shall only become effective again on the day after the date AEGON receives the amount due.
- 4.2. **Premium settlement at a later date**
- 4.2.1 Upon termination of each insurance year, AEGON can request a specification of the data estimated at the beginning of such year in order to serve as a basis for the final premium calculation.
- 4.2.2 The policyholder shall provide such data within 3 months after receiving the request to this end.
From said data, which AEGON shall verify if required, AEGON shall adjust the advance premium, charged by then for the new insurance year, and settlement of the premium surplus or deficit charged shall be effected.
- 4.2.3 In the case where AEGON does not receive the data within the 3-months term,

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AEGON shall be entitled to increase the advance premium by 50% and charge the difference.

4.3 Premium refund

Upon termination of the insurance, AEGON shall refund the insurance term remaining until expiry.

Premium refund shall not take place in the case where AEGON terminates the insurance due to intentional misrepresentation or false information in respect of the loss.

5. Modifications

5.1. Modifications of premium and conditions

5.1.1 In the case where AEGON reviews the rates or conditions for insurances of similar nature as the present one, AEGON shall be entitled to demand adjustment of the present insurance to the new rates or conditions as from the date to be determined by AEGON.

5.1.2 AEGON shall communicate such adjustment in writing to the policyholder. To this end, AEGON shall assume the policyholder agrees to it, unless the policyholder informs AEGON to the contrary within the time limit mentioned in the communication. In this latter case, the insurance shall terminate on the date mentioned in the communication.

The insurance cannot be terminated in the case where:

- a. the premium adjustment or adjustment arises from statutory regulations or provisions;
- b. the adjustment entails a decrease in the premium or an extension of the cover.

5.2. The policyholder shall be obliged to inform AEGON forthwith in respect of any fact that affects the risk insured to the extent where this insurance would not have been accepted on the same conditions or against the same premium, had said facts existed at commencement of it.

5.2.1 A fact to be notified shall in any event include any expansion of or modification to the work in respect of the insured capacity.

5.2.2 AEGON shall be entitled to review the conditions and premium or refuse continuation of this insurance, up to 30 days after becoming aware of the modification or new facts.

6. Duration and termination of the policy

6.1 Duration of the insurance

This insurance has been taken out and effected and shall be renewed in accordance with the time limits mentioned on the policy schedule.

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6.2. Termination of the insurance

This insurance shall terminate:

6.2.1 by written notice of termination by the **policyholder**:

- as from the contract expiry date, provided that notice of termination to the insurance company is effected at least 3 months before such date;
- after the insurance company settled a claim covered under this insurance, provided that notice of termination is effected no later than 30 days after effecting said settlement, with due observance of a notice period of at least 14 days.

6.2.2 by written notice of termination by the **insurance company**:

- as from the premium due date, provided that notice of termination to the policyholder is effected at least 3 months before such date;
- upon notification of a claim or circumstance, provided that notice of termination is effected no later than 30 days after effecting said settlement, with due observance of a notice period of at least 30 days;
- in relation to intentional misrepresentation or false information in respect of the loss;

6.2.3 upon termination of the activities of the policyholder.

7. Other terms

7.1 Address

Notifications by AEGON to the policyholder shall be given in a legally valid manner to said policyholder at the latest address known to AEGON or at the address of the intermediary responsible for the intermediary services in respect of this insurance.

7.2 Personal data processing

Your personal data shall be processed by AEGON Schade Bedrijven

- for the conclusion and performance of agreements;
- for the benefit of customer relations arising from such, including fraud prevention and combating fraud, and;
- for the purpose of expanding AEGON group services.

The trade associations' code of conduct shall apply to such processing by AEGON.

7.3 Complaints

Complaints with reference to this contract of insurance can be brought before: the board of AEGON Schadeverzekering N.V., Postbus 6, 2501 AC The Hague, the Netherlands, (telephone number +31 (0)70 3443210).

Should AEGON's opinion in this respect not be to your satisfaction, you can apply to: the foundation Stichting Klachteninstituut Verzekeringen, Postbus 93560, 2509 AN The Hague, Netherlands, (telephone number +31 (0)70 3338999).

7.4 Applicable law

This contract of insurance shall be governed by Netherlands law.

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Heading I: Special Terms General Liability

8. Description of the cover

8.1 With due observance of the General Terms, the liability of the insured shall be insured according to the insured capacity mentioned on the policy schedule, provided that:

- the action against the insured in such respect is initiated for the first time during the validity of the insurance and that AEGON receives a notification in writing of such during said validity; and
- the policyholder or the insured held liable was not aware of the respective claim or circumstance when taking out the insurance.

8.2 In the case where a circumstance is notified in writing to AEGON for the first time during the validity of the insurance, the action arising from it – irrespective of its timing - shall be assumed to have been initiated on the notification date of such circumstance.

9. Additional exclusions and special inclusions

9.1 Employers' liability

Liability of the insured for loss in respect of subordinates as described under heading II shall not be covered.

9.2 Product liability

Liability for loss by objects as described under heading III shall not be covered.

9.3 Environmental degradation

Liability for loss in connection with an environmental degradation shall not be covered.

9.4 Canteen risk

Liability of the policyholder for loss attributable to food and drink provided to visitors and subordinates shall be covered.

Heading II: Special Terms Employers' Liability

10. Definitions

Under this heading, personal injury as described under 1.6.1 shall be classified into personal injury caused by:

10.1 An accident at work

Accident at work shall be taken to mean:

a sudden external force causing an undesired impact on the body of a subordinate, due to which injury is instantly inflicted on said subordinate;

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10.2 Occupational illness

Occupational illness shall be taken to mean:

an injury of the subordinate's health, other than consequential to an accident at work as described under 10.1.

11. Description of the cover

11.1 With due observance of the General Terms, the liability of the insured shall be insured according to the insured capacity mentioned on the policy schedule with respect to his subordinates for loss related to the performance of activities for the insured, provided that:

- the action against the insured in such respect is initiated for the first time during the validity of the insurance and that AEGON receives a notification in writing of such during said validity; and
- the policyholder or the insured held liable was not aware of the respective claim or circumstance when taking out the insurance.

11.2 In the case where a circumstance is notified in writing to AEGON for the first time during the validity of the insurance, the action arising from it – irrespective of its timing - shall be assumed to have been initiated on the notification date of such circumstance.

Heading III: Special Terms Product Liability

12. Description of the cover

12.1 With due observance of the General Terms, the liability of the insured shall be insured according to the insured capacity mentioned on the policy schedule for third party damage caused by objects brought into circulation, delivered or handed over after construction, processing or treatment by or under the responsibility of the insured, provided that:

- the action against the insured in such respect is initiated for the first time during the validity of the insurance and that AEGON receives a notification in writing of such during said validity; and
- the policyholder or the insured held liable was not aware of the respective claim or circumstance when taking out the insurance.

12.2 In the case where a circumstance is notified in writing to AEGON for the first time during the validity of the insurance, the action arising from it – irrespective of its timing - shall be assumed to have been initiated on the notification date of such circumstance.

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13. Additional exclusions

13.1 Employers' liability

Liability of the insured for loss in respect of subordinates as described under heading II shall not be covered.

13.2 Environmental degradation

Liability for loss in connection with an environmental degradation shall not be covered.

Heading IV: Special Terms Environmental Degradation Liability

14. Description of the cover

14.1 With due observance of the General Terms, the liability of the insured shall be insured according to the insured capacity mentioned on the policy schedule for third party damage in connection with a sudden indecisive environmental degradation which is not a direct consequence of a gradually effecting and impacting process, provided that:

- the action against the insured in such respect is initiated for the first time during the validity of the insurance and that the insurance company receives a notification in writing of such during said validity; and
- the policyholder or the insured held liable was not aware of the respective claim or circumstance when taking out the insurance.

14.2 In the case where the loss is covered under an environmental damage insurance, or would have been covered under such insurance if the present insurance had not existed, this insurance shall exclusively be considered as excess of loss in addition to the sum insured by such environmental damage insurance.

14.3 In the case where a circumstance is notified in writing to the insurance company for the first time during the validity of the insurance, the action arising from it – irrespective of its timing - shall be assumed to have been initiated on the notification date of such circumstance.

15. Definition of loss

In respect of this heading, the stipulations under 1.6.2 are to be construed as follows:

1.6.2 Loss in respect of objects shall be taken to mean:

damage, destruction or loss of objects belonging to persons other than the policyholder, including the damage arising from it:

1.6.2.1 as a consequence of the emission, discharge, filtration, coming off or escape of any liquid, solid or gaseous substance insofar as it has an irritating, an infection causing, a decay causing or polluting effect in or on the air; consequently, damage to the soil, the surface water or any water (course), be it or not subterranean, shall be excluded;

1.6.2.2 as a consequence of objects delivered or handed over by or under the responsibility

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of the insured.

- 1.6.2.3** Loss in respect of objects shall not be taken to mean the expenses incurred by potential injured parties for measures to prevent loss as referred to in article 6:96 of the Netherlands Civil Code and similar statutory provisions, including the loss arising from it.

16. Additional exclusions

16.1 Employers' liability

Liability of the insured for loss towards subordinates as described under heading II shall not be covered.

16.2 Charges incurred to preserve property from loss or to minimise a loss in respect of the location of the insured

The insurance company shall never indemnify any expenses incurred by anybody for the purpose of limiting or nullifying environmental degradation and its consequences at the location of an insured, except insofar as the insured demonstrates that such expenses are simultaneously charges incurred to preserve property from loss or to minimise a loss within the meaning of 1.10.

16.3 Genetic damage

Liability for genetic damage shall not be covered.

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