

# ***Household Contents***

## *Special Terms and Conditions Version 1.0*

*Expat Policy for Foreign Professionals in The Netherlands*

### ***Important***

*Together, the Special Terms and Condition for Household Contents and the General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands form one whole. The General Terms and Conditions apply to the entire package. In this document you will find the terms and conditions that specifically apply to your Household Contents insurance policy. If there are any Special Terms and Conditions that apply to you, you will find these on your insurance policy sheet.*

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Any words you see underlined in the terms and conditions are explained in the Glossary. We have underlined these words the first time they appear in the text.

# Article 1.

## What does our Household Contents insurance cover?

This Article details what the Household Contents insurance policy covers. You will see what is covered and what is not, as well as what additional expenses we cover. You will also find an overview of the damages that are not covered.

### 1.1 What is insured and what is not?

Your household contents may be situated in various locations. The cover depends on the place in which your household contents are damaged or stolen. There are three possible scenarios, namely the household contents are situated:

- in the home at the address listed on the insurance policy sheet;
- outside the home but on the parcel of land on which the home is situated;
- outside of the parcel of land on which the home is situated.

Articles 1.1.1 to 1.1.3 detail what cover applies in which situation.

There are a number of cases in which you are never insured. You can read what these are in Article 1.3.

#### Maximum compensation

There is a maximum amount of compensation that applies to the following valuables, per incident:

- |  |          |
|--|----------|
| – <u>body jewellery</u>  | € 5.000  |
| – <u>audio, video and computer equipment</u>   | € 15.000 |
| – <u>special effects</u>   | € 30.000 |
| – <u>cash and monetary instrument</u>  | € 1.500  |
| – vessels, caravans, trailers, parts and accessories of motor vehicles, if they are situated in the home | € 1.500  |
| – <u>property of others</u>  | € 1.500. |

#### Excess

There is no applicable excess, except in the following situation:

If you are renting a home and damage occurs to the tenant's interest as a result of a storm, then an excess of €250 will apply for each such incident.

#### 1.1.1 In the home

If an unexpected incident causes damage to your household contents in the home within the duration of the insurance policy or if valuables that are part of the household contents are stolen from your home and this is not due to one of the causes excluded in Article 1.3, we will reimburse these damages.

In doing so, we will naturally take the maximum compensations referred to in Article 1.1 into account, as well as any applicable excess.

This cover also applies to household contents situated in stairwells and communal storage spaces in your home.

#### *Water damage*

We will not reimburse the costs of repair to roofs, balconies, gutter and drainpipes for the purposes of eliminating the cause of water damage. However, consequential damages are covered. For example, a tear caused to the roofing on a flat roof. While you are insured against the damage that occurs to your household contents due to rainfall penetrating your home, you are not insured against the cost of repairing the roof itself.

#### *During extension or renovation work*

If you are carrying out extension or renovation work and during the construction work,

- (part of) your home is not glazed or
- the roofing is incomplete or
- a front door has not been fitted with a lock,

then the only applicable cover is for damage resulting from fire, storm, lightning, explosion, motor vehicles and aircrafts or vessels.

Therefore, you will not receive any compensation if, for example, water damage occurs because the roofing is incomplete or if your household contents are stolen as a result of the fact that there is no lock on the front door or because your home is not glazed.

#### *Please note:*

We will reimburse the damages if you can demonstrate that the cause of the damage is in no way connected to the construction work. In that case the cover will apply as set out in the first part of Article 1.1.1.

#### *Tenant's interest*

If you are renting a home and an incident for which there is cover occurs, then the cost of repairing or replacing any changes, improvements or extensions made to the home are covered, providing the changes, improvements or extensions come under the term tenant's interest. In addition, we will reimburse the expenses listed below. This only applies if you are billed for these costs:

- The cost of repairing damage to your home as a result of burglary or attempted burglary;
- The cost of locating a defect to pipes laid by you and of repairing this following water damage. We will also reimburse the chiselling and demolition work that this requires.

#### *Additional cover*

If your house keys are stolen from your home or if they were stolen from you outside your home, then we will reimburse the cost of replacing the locks on the front door to your home. In that case the maximum compensation will be €350.

### **1.1.2 *On the parcel of land on which your home is situated***

If you have household contents outside the home but on the parcel of land on which the home is situated, for example, under sheds or carports or in your garden, or if the household contents are attached to the exterior of your home, then the same cover applies as in the home, with the exception of damage caused by storms, water (heavy local) precipitation, theft, attempted theft and vandalism.

However, chairs, tables, gardening equipment, outdoor lamps, flagpoles, laundry, sun screens, satellites, satellite dishes and security installations are covered for theft, attempted theft and vandalism. There is also cover for damage to sun screens and satellites or satellite dishes caused by storms.

#### *Rental home*

If you are renting the home and you have valuables outside the home, yet on the parcel of land on which the home is situated and these come under the term tenant's interest, the same cover will apply as in the home, with the exception of damage from water, (heavy local) precipitation, theft, attempted theft and vandalism.

#### **1.1.3** *Outside of the home and outside of the parcel of land on which the home is situated*

Your household contents are insured in the home and on the parcel of land on which the home is situated. Should your household contents be temporarily situated elsewhere, then there is cover for a maximum of three months. Below you can read what these situations are and what the accompanying cover is.

#### *In other buildings in The Netherlands*

If your household contents are situated in another home in The Netherlands, then the same covers applies as in the home, as set out in Article 1.1.1. If your household contents are situated in a different building than a home, then we will only reimburse damages due to theft and vandalism if there is a burglary.

#### *At other locations in The Netherlands*

If your household contents are situated at another location in The Netherlands such as in the open air, in tents, beach houses, construction sheds, vehicles, vessels, caravans or trailers, then only the cover for damages due to fire, fire extinguishing, lightning, bolts of lightning, power surges or induction caused by lightning, explosions, aircrafts, violent robbery and extortion.

#### *From a locked car*

If someone steals your household contents from a well-locked car and there is burglary, then we will reimburse a maximum of €250 per incident. This cover also applies if you make a day trip abroad from The Netherlands and the damage occurs outside of The Netherlands.

#### *While moving house or during transit to and from a storage or repair facility within The Netherlands*

If you are transporting your household contents, then we will reimburse the damages to them caused by an accident involving the mode of transport. In addition, your household contents are also covered if they get damaged during loading or unloading as a result of the lifting gear breaking or falling out of the hoist.

### **1.2** *What additional expenses do we cover?*

If your damages are covered, we will often reimburse further additional expenses, depending on the expenses you incur, or expenses incurred by external parties hired due to your damages. Below you can read what expenses we will reimburse.

### 1.2.1 *You will receive full compensation for the expenses listed below:*

- Salvage expenses.
- Loss adjustor's (loss adjustor) expenses. We will not reimburse expenses for:
  - the the loss adjustor we hire ourselves;
  - any loss adjustor you hire. In this case the maximum amount of compensation is the remuneration we pay to our loss adjustor;
  - a third party loss adjustor, if applicable.

### 1.2.2 *For each of the five expenses incurred listed below, you will receive compensation up to a maximum of €10.000:*

- The cost of emergency provisions.
- Clean-up and sanitation costs.
- Necessary hotel and board expenses.
- The cost of transporting and storing your household expenses.
- The cost of soil, paving and landscaping on your parcel of land. You will not be compensated for these expenses if the damage was caused by a storm, (heavy local) precipitation, theft, attempted theft or vandalism.

## 1.3 **Which claims do we not cover?**

The Household Contents insurance policy provides a wide range of cover. However, we do not cover everything. Below you can read the cases in which we will not cover your damages, as well as the exceptions to this.

### 1.3.1 *Nuclear reactions, war risk and natural disasters*

We do not cover damages caused by or ensuing from:

- nuclear reactions (see explanation in context);
- war risk;
- earthquakes and volcanic eruptions.

#### **Explanation of nuclear reactions**

##### *No cover*

We do not cover damages caused by, occurring during or ensuing from nuclear reactions, regardless of how these arose.

##### *Cover*

However, we do cover damages caused by radioactive nuclides. In this case these nuclides must be situated outside of a nuclear installation<sup>1</sup>, and they must be used or intended for industrial, commercial, agricultural, medical, scientific, education or (non-military) security purposes.

The organisation in question must have a government authorisation for this, insofar as one is required. This authorisation must relate to the development, use, storage and disposal of radioactive materials.

This cover does not apply to instances in which an act or treaty provides that a third party is liable for the damages incurred.

<sup>1</sup> A nuclear installation is defined as a nuclear installation in the sense of the Dutch Nuclear Accidents Liability Act (Statute Book 1979-225). The same applies to nuclear installations on board a ship

### 1.3.2 *Intent or recklessness*

We will not reimburse you for any damages caused by:

- intent;
- recklessness.

### 1.3.3 *Water damage*

We will not reimburse you for any damages caused by:

- flooding. However, we will reimburse:
  - damage caused by fires or explosions resulting from flooding;
  - damage caused by heavy local precipitation;
- ground water;
- precipitation via open windows, doors, shutters, lighting globes and such;
- moisture permeation - or 'bleeding' - of walls.

### 1.3.4 *Gradual or foreseeable damages*

We will not reimburse any damages caused by:

- wear and tear and other influences that work slowly;
- poor or overdue maintenance;
- building, assembly or construction faults;
- collapse, settlement, subsidence;
- work in the context of cleaning, maintaining or repairing the insured item;
- normal use such as stains, scratches, scrapes or dents.

### 1.3.5 *Other kinds of damage*

We will not reimburse any damages caused by:

- an inherent defect, except in the case of fire, explosion or the rupture of a tank. However, the consequential damages of an inherent defect are covered;
- pets and vermin, except in cases involving fire damage or the rupture of glass;
- lost or missing items or embezzlement.

# Article 2

## What to do if you need to make a claim?

If you incur damages, naturally you will want to work everything out as soon as possible. That is why you should contact your insurance consultant immediately after discovering the damages. He or she can assist you further. If you would like to know what general terms and conditions apply to handling claims, please read the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands. Below you can read the specific details that apply to your Household Contents insurance policy.

### 2.1 Who determines the amount of the claim and additional expenses?

We can determine the claim amount and any additional expenses in two ways:

1. We can determine the damages and the additional expenses together with you or your insurance consultant.
2. We can hire an loss adjustor. This loss adjustor will determine the amount of damages and the additional expenses.

We will determine how the damages and additional expenses are determined. In the latter case you can also hire your own loss adjustor. If you decide to do so, please inform us of this prior to the assessment of damages. Our loss adjustor will then assess the damages together with your loss adjustor. If they do not agree, a third loss adjustor will be hired, whom they will designate in advance. This loss adjustor will make a binding decision. In doing so, he will stay within the limits of the amounts assessed by both loss adjustors.

### 2.2 How do we reimburse you?

#### 2.2.1 Recoverable damages

When can damaged items be repaired? This is possible, providing the cost of repair is not higher than the difference between the item's current market value and the value of its remnants. In that case we will reimburse the cost of repair or we will proceed with repair in kind.

If your household contents have a lesser value after repair, you will receive compensation for depreciation. The total amount of compensation can never be higher than the amount of compensation you receive if the damage cannot be repaired.

#### 2.2.2 Non-recoverable damages

If the damage cannot be repaired, the amount of damages will be determined based on the difference between the value of the household contents right before and right after the incident. In this respect, we will make a distinction between:

- art, antiques and collections: when determining the amount of damages, the applicable value is the value these items have due to their rarity.
- other household contents: when determining the amount of damages, we will use the new value.



We will only compensate damage to other household contents in the following cases, based on the current market value:

- a. items whose current market value is less than 40% of the new value;
- b. items no longer used for their intended purpose;
- c. items belonging to third parties that you have leased, rented or have in your possession by way of a hire purchase agreement;
- d. mopeds or motorised bicycles, trailers and their accompanying parts and accessories.

### **2.3 Guarantee against under-insurance**

You provided us with a number of details when applying for the insurance policy or after moving house. This data is decisive when determining the amount of the premium, as well as the terms and conditions. For this reason, you have a guarantee against under-insurance. This also includes tenant's interest, so you do not have to notify us of this.

#### *Please note:*

There is a maximum applicable amount of compensation for a number of items; see Article 1.1. Even if the value of these items is higher than this, you will never receive more than the maximum amount of compensation in the event of damage.

If you did not provide us with the (correct) details that are decisive when determining the premium and the terms and conditions, then you will not have a guarantee against under-insurance. We view these as not notifying us of a change in your circumstances. Article 3.2.3 details what the consequences of this are.

### **2.4 When will we pay out the claims to you?**

We have a maximum payment period of two weeks. This period commences on the day we receive all the necessary data. We will reimburse the statutory interest from the time the payment period elapsed.

# Article 3

## What else is important for you to know?

*This article details a number of further topics that are important for you to know, such as what you must do if your circumstances change. You will read about what changes you must notify us of.*

### 3.1 General

#### 3.1.1 Indexing

We can change the premium on an annual basis. We will do so on the basis of the most recent index figure for household contents from the Central Statistics Bureau. This premium adjustment is not considered a change in premium or a change to the terms and conditions set out in the General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands. (See mail Duco)

#### 3.1.2 Other insurances which may offer coverage

If the damages are fully or partially covered by one or more other insurance policies or if the damages would have been fully or partially covered by one or more other insurance policies if this Household Contents insurance policy did not exist, then in that case we will only provide cover for those damages in excess of the amount for which you could make a claim under the other insurance policy or policies.

### 3.2 What changes must you notify us of?

#### 3.2.1 You move house or the circumstances of your household contents or home change

If you move house or if the circumstances of your household contents or home changes, we will assess whether or not you can continue your insurance policy. You must inform us if:

- you are going to move house;
- the classification of your household contents changes from private to non-private. For example, because you are going to use the household contents in your business;
- your household contents are being added to with items from someone who is going to live with you;
- you have not occupied the home yourself for over two months;
- you are going to let your home;
- illegal activities are taking place in your home, for example, growing of illegal drugs such as marihuana;
- the use of your home changes, for example by renting a room or due to commercial activities;
- the occupation changes, for example because the home is squatted;
- the type of construction or roofing of the home changes, for example if you have a thatched roof fitted or an extension to the building is made and the construction is of wood.

You must notify us long before or - if this is not possible - within two months of the change at the latest. If you do not, this may have consequences. Articles 3.2.2 sub 4 and 3.2.4 details what these consequences are.

### **3.2.2** *What will happen to your insurance policy after a change to certain circumstances?*

After we have received notification of the change in circumstances, we will assess the new situation. Then there are four possibilities:

1. Your insurance will be continued without any amendments.
2. Your insurance will be continued but the premium and or terms and conditions will change. We will notify you of this. If you do not agree with the new premium or the new terms and conditions, then you will be entitled to cancel the insurance policy within two months of receiving the new premium or the new terms and conditions.
3. We do not wish to continue the insurance policy. We will notify you of this. In that case we will observe a notice period of two months.
4. If you did not notify us of the change or if you were late in doing so and we do not wish to continue the insurance policy, then the insurance policy will automatically be terminated two months after the change in circumstances.

### **3.2.3** *Will we reimburse your damages if you do not notify us of a change in your circumstances or if you are late in doing so?*

If you do not notify us of the change or if you are late in doing so, then you run the risk that you will not be entitled to compensation for the damages. What those exact consequences will be depends on the change in circumstances. Then there are four possibilities:

1. The change in circumstances would not have influenced the premium and the terms and conditions. In that case you damages will be reimbursed.
2. The change in circumstances would have led to a higher premium. In that case we will only reimburse part of the damages. The compensation will be determined in the same proportions as the ratio of the old premium to the new premium.
3. The change in circumstances would have led to an amendment to the terms and conditions. In that case the amended terms and conditions will determine if your damages will be reimbursed and up to what amount.
4. If we would not have continued the insurance policy, you will not be entitled to any compensation for the damages, unless:
  - the damage took place within two months of the change in circumstances;
  - and you can demonstrate that the damage is in no way connected to the reason why we do not wish to continue the insurance policy.

# Glossary

## **Audio, video and computer equipment**

This refers to:

- visual, audio, reception and transmission equipment;
- all kinds of computer equipment, including video game consoles;
- accompanying ancillary equipment;
- standard software;
- visual, audio and information carriers such as CDs, DVDs, floppy disks and USB sticks.

## **Body jewellery**

This is jewellery made to be worn on the body. Jewels are made fully or partly from (precious) metals, gemstones, minerals, pearls, ivory, (blood) coral or similar materials. This also includes watches.

## **Burglary**

If someone enters your home without permission by breaking a lock, this is burglary. In this respect, there must be visible traces of damage to the exterior of the locks.

## **Clean up and sanitation costs**

By clean up and sanitation costs we mean the cost of:

- removing the remnants of broken insured items. This always refers to items situated above the ground.
- soil and water sanitation. In these cases it refers to pollution not permissible pursuant to the Dutch Environmental Act and Dutch environmental legislation. Moreover, this must be the direct result of an event at the insured address. Furthermore,
  - the event must take place within the duration of the insurance policy;
  - the pollution is present at the address listed on the insurance policy sheet;
  - you notified us of the pollution on time. This is within a year of the event that led to the pollution.

## **Cover/covered**

Being insured, claim on insurance policy.

## **Current market value**

The new value, less an amount for depreciation due to ageing or wear and tear.

## **Damage caused by heavy local precipitation**

Damage caused by water that unexpectedly entered the home or building, only if this water did not follow its normal course or maintain its normal position exclusively as a result of an extreme flow of water due to heavy local rainfall. Heavy local rainfall is defined as precipitation of at least 40 mm within 24 hours, 53 mm within 48 hours or 67 mm within 72 hours on and/or near the site where the damage occurred.

Damage caused by heavy local precipitation does not include:

- damage caused by ground water;
- damage caused by water released following a burst dike or via tears or holes in and other damage sustained by water dams;
- damage due to precipitation or water that entered the building via open windows, doors, shutters, lighting globes and such;
- damaged that occurred in connection with the poor maintenance of the building.

### **Fire**

Any fire burning outside of a hearth. In this respect, it is important there are also flames and the fire is spreading due to its own strength. Therefore, the term does not include the following situations:

- singing, scorching, melting, charring, scalding.
- Burnt out electrical devices and motors.
- Overheating, burning out and bursting of ovens or kettles.

### **Flooding**

The failure or overflowing of dikes, quays, locks or other water dams.

### **Guarantee against under-insurance**

The guarantee that we will pay full compensation for any damages covered under the insurance policy. We will do so, regardless of the actual value of the household contents. In this respect, however, we will take account of the maximum amount of compensation and any inherent defects referred to in Article 1.1.

### **Home**

The (part of the) building in which the policyholder and the person with whom the policyholder forms a household, including the private storage spaces and private outbuilding used by them. These are only intended for private residential use or private use. We do not define any ground, paving or plantations as part of the home.

### **Household contents**

By household contents we mean all movable property belonging to the policyholder and to the persons with whom the policyholder forms a household. Therefore, this refers to items such as couches, cupboards, television sets, clothing, chairs or tables. It must refer to property in your private household, including mopeds and motorised bicycles.

The term household contents does not include motor vehicles (including seated motorised mowers), caravans, trailers and vessels, except for in the situation detailed in Article 1.1 under maximum amount of compensation. Nor does the term household contents include pets.

### **Incident**

The actual incident or a series of connected incidents from which the damage arose.

### **Inherent defect**

A poor feature of the item itself that is not caused by an external event, for example a construction fault.

### ***Insured person(s)***

This is the policyholder, although it can also refer to other persons with whom the policyholder constitutes a household. Therefore, it refers to the spouse, a registered partner, children and housemates, for example. The names of these persons do not need to be stated on the insurance policy. If one of these insured persons incurs damages, he or she is entitled to compensation under the terms and conditions. In some cases (tenant's interest, property of others) a third party can also be an insured person.

### ***Intent***

If the insured party intended to cause the damage or if the damage is the certain result of his/her actions or negligence, this is intent. It doesn't matter whether the damage occurred to the property of this insured person or to the property of other insured parties.

### ***Loss adjustor***

A person who assesses the damage and abides by the Code of Conduct for Loss adjustor Organisations.

### ***Loss adjustor's expenses***

Loss adjustor's fees.

### ***Money and monetary instruments***

By money we mean all coins and bank notes used as legal tender. Monetary instruments are all papers to which one assigns a certain monetary value in society. This includes cheques, payment cards, credit cards and electronic payment methods such as debit cards and chip-knip (multi-purpose prepaid) cards.

### ***New value***

The amount immediately required by the event, in order to obtain new (parts of the) household contents of the same type and quality.

### ***Nuclide***

Atomic species. A type of atomic nucleus.

### ***Parcel***

The ground surface that belongs to your home in accordance with the cadastral register. If there are multiple residents living in your home, the parcel is only the portion intended for your use.

### ***Policyholder***

The person who entered into the insurance policy agreement. If you incur damages, you are entitled to compensation under the terms and conditions of the insurance policy.

### ***Property of others***

Property of persons other than the policyholder or the persons with whom the policyholder forms a household. This also includes items for running a business or practising a profession, providing they are not insured elsewhere.

### ***Purchase value***

The amount paid when purchasing the item.

### **Recklessness**

If an insured person consciously or unconsciously takes the risk that his/her actions or negligence could lead to damage, this is recklessness. It doesn't matter whether the damage occurred to the property of this insured person or to the property of other insured parties.

### **Repair in kind**

Having the damages repaired by a repair company hired by us.

### **Salvage expenses**

Cost of exceptional measures that must be taken to prevent or reduce immediate, pending damage.

### **Special effects**

This refers to valuable belongings such as collections, antiques, art and musical instruments.

### **Storm**

If the wind speed is at least 14 meters per second, this is a storm.

### **Tenant's interest**

Any changes, improvements or additions made to a home at the expense of the tenant. Take, for example, the addition of items such as painting work, kitchen installation, toilets, bathrooms, floor, wall and ceiling finishes, heating elements, sheds and fences, providing the changes, improvements or additions are permanently integrated with the home.

### **War risk insurance**

War risk covers:

- Armed conflict: any event in which states or other organised parties engage each other - or in which one party engages another - in conflict, using military force. We also take armed conflict to mean armed action taken by the peacekeeping forces of the United Nations.
- Civil war: a more-or-less organised, violent conflict between residents of the same state, involving a significant proportion of the residents of said state.
- Revolt: organised, violent resistance within a state, directed against the official authority.
- Civil commotion: more-or-less organised, violent actions occurring at various locations within a state.
- Insurgency: a more-or-less organised, local, violent movement directed against the official authority.
- Mutiny: a more-or-less organised, violent movement comprising members of the armed forces directed against the authority they serve.

### **We/us/our**

De Goudse Insurance. De Goudse Insurance is a subsidiary of Goudse Schadeverzekeringen N.V.

Goudse Schadeverzekeringen N.V. is registered as an indemnity insurance company with the Dutch Financial Markets Authority (AFM). De Goudse is a provider of insurance policies and other financial products. De Goudse has its registered office at Bouwmeesterplein 1 in Gouda, The Netherlands (postal address: PO Box 9, 2800 MA Gouda, The Netherlands).

### **You(r)**

The person who concluded the insurance package and the person to whom the insurance policy also applies. Therefore, it refers to both the policyholder and other insured persons.