



General Terms and Conditions

(EEHAV-010122)

READING GUIDE

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Contact

Do you want to report a claim? Report a change? Cancel the insurance? Or do you have a question? Please contact your insurance adviser. You can also contact us directly. You can do this, for example, by telephone, in writing or digitally. Please see our contact details on www.hippohorseinsurance.nl

1. Ranking

In the event of inconsistencies in the text of the terms and conditions applicable to the agreement, the following ranking applies:

- Texts on the policy schedule prevail over other provisions;
- Special terms and conditions prevail over clauses and general terms and conditions;
- Clauses prevail over the general terms and conditions.

2. Definitions

The following terms in the context of this insurance only have the meaning given after them unless explicitly stated otherwise on the policy or in the applicable special conditions.

2.1 Acute illness

A suddenly occurring and rapidly progressing illness where the horse is expected to die within five days after the first symptoms of the illness or has already died.

2.2 Permanent disability

There is permanent disability when there are objectively determinable veterinary conditions that prevent the animal from being used for the use as listed on the policy (trotter, riding horse, draught horse). The animal is not permanently disabled if a certain training level can no longer be achieved or maintained.

2.3 Permanent infertility of a mare

The demonstrable failure of the mare to become pregnant after veterinary supervision over a period of at least two full breeding seasons.

2.4 Fire

Incineration with fire that is able to spread on its own. This does not mean:

- scalding, scorching, melting, charring and singeing;
- burning out of electrical appliances and engines;
- overheating, burning out, breach of furnaces and boilers.

2.5 Contract renewal date

The date on which the agreed contract term expires.

2.6 Breeding stallion

A horse/pony that is used for the purpose of propagating its species.

2.7 Theft

There is a case of theft when someone takes the insured horse and/or insured object, which belongs wholly or partly to another person, by means of forcible entry, with the intent to unlawfully appropriate the insured horse and/or insured object.

2.8 Veterinarian

A practising veterinarian who is registered in the Veterinary Medicine Register.

2.9 Death/passing away

The death of a horse. The applicable category conditions are leading for the specific coverage.

2.10 Trotter and racehorse

A horse that is registered with the Dutch Association of Trotting and Racing (NDR) and that participates in training for and competitions that are organised under the supervision of the NDR.

2.11 Physiotherapy

Treatment of complaints or obstacles in the musculoskeletal system with massage techniques, movement techniques and physiochemical methods (including shockwave, laser therapy, etc.).

2.12 Event

An event that was not foreseen when the insurance was taken out that occurs during the term of the insurance, which causes or has caused loss.

2.13 Us

The purpose for which the horse is insured as evident from the policy. This can be as riding horse, trotter, racehorse, draught horse or stud stallion.

2.14 Commercial value

The price paid in the market for an equivalent animal, taking into account the same sex, age, quality and level.



- 2.15 Lameness**
A medically demonstrable abnormality of the horse's musculoskeletal system. The musculoskeletal system includes: the limbs, back and neck.
- 2.16 Horse's age**
The horse's age which is used as the starting point for the insurance. The horse's age is increased by one year on 1 January each year. The horse's age in the context of this insurance can, therefore, (for short periods) differ from the horse's real age.
- 2.17 Acts of war**
Armed conflict, civil war, uprising, civil unrest, riots and mutiny, as described in the text filed by the Dutch Association of Insurers on 2 November 1981 with the registry of the District Court in The Hague under number 136/1981 or any replacement thereof.
- 2.18 Emergency slaughter**
Putting a horse down in connection with an expected rapidly occurring death, shortly after the first signs of illness, due to an accident or an acute illness.
- 2.19 Accident**
A sudden external force acting directly on the horse's body, which directly causes a medically verifiable external physical injury with visible wounding and for which adequate veterinary assistance is immediately necessary. Examples of an accident are:
- collision, crash, scratch wounds and all violence when breaking out of a stable or meadow or bolting, whether or not during a transport;
 - lightning strike in open field and electrocution;
 - acute poisoning through ingestion of gases, vapours, liquids or solids other than poisoning by administering of medication or penetration by allergens;
 - drowning;
 - malice of third parties (for example, mistreatment of animals by third parties);
 - fire.
- The term accident does not include losing footing, sprains, strains, twists, tendon disorders and/or the consequences of them.
- 2.20 Policy**
A document signed by the insurers proving the insurance contract with you. The policy may also contain special clauses and/or provisions.
- 2.21 Premium**
The amount that you must pay based on this insurance, whereby a distinction is made between:
- initial premium: the premium or first instalment of the premium that you must pay when taking out this insurance or in connection with an interim change to this insurance;
 - subsequent premium: the premium that you must pay when renewing this insurance.
- 2.22 Preventive medication/treatment**
Products/treatment for the prevention of illnesses/disorders, which ensure that the animal remains healthy and protected. This includes vaccinations, worm cures, stomach protectors, preliminary checks/treatment (sports coaching), etc.
- 2.23 Riding horse**
A horse/pony that can be used for equestrian purposes with the exception of trotting and racing. 'Equestrian' purposes can be, for example: recreation, dressage, jumping, western, polo, eventing, vaulting, shows, inspections, breeding, and harnessed riding.
- 2.24 Total loss**
There is total loss if payment is made in the event of death, emergency slaughter, permanent disability or permanent infertility. N.B.: the applicable category conditions are leading for the specific coverage.
- 2.25 Sport horse coaching**
A preventive form of coaching by a veterinarian or therapist to avoid injuries or to detect and manage existing injuries. This coaching minimises the risk of injuries and optimises the performance level.
- 2.26 You/your**
The policyholder, i.e., the contract party of insurer(s).
- 2.27 Insurer**
The company taking the risk and/or the authorised agent named on the policy.
- 2.28 Policyholder**
The person who is entitled to payment under the insurance.
- 2.29 Insurance**
The insurance contract, the content of which is evident from the policy, these general terms and conditions and the applicable special terms and conditions.
- 2.30 Insurance year**
A period of 12 consecutive months from the effective date stated on the policy and every year thereafter from the contract expiry date.



2.31 Illness

An impairment to health from a cause other than an accident, age, wear and tear or disease of the musculoskeletal system.

3. Description of coverage

3.1 Where is there coverage?

The insurance, unless stated otherwise in the policy, is in force:

- in the Netherlands, Belgium, Luxembourg and Germany;
- in the Member States of the European Union and the United Kingdom if the horse does not stay there for more than 30 consecutive days;
- in the Member States of the European Union and the United Kingdom if the horse stays there for more than 30 consecutive days but only if written permission has been granted prior to the stay;
- outside the Member States of the European Union and the United Kingdom, but only if written permission has been given prior to this stay, regardless of the number of days the horse stays there.
- there is also coverage in Gibraltar, Liechtenstein, Monaco and Switzerland.

3.2 When does what coverage apply?

All agreements that insurers make with you about the insurance are stated on your policy schedule. For example, which insurance(s) and associated coverage you have chosen.

3.3 What will be paid and when?

If a claim occurs, the maximum insured amount stated on the policy is paid out to the policyholder or the costs incurred if these are covered according to the policy. N.B.: what is paid out and when exactly is determined in the applicable special conditions.

4. Entering into the insurance contract

4.1 You apply for the insurance

You can apply for the insurance through your insurance adviser or through Hippo Horse Insurance. You can only apply for insurance for loss that is not known of at that time. You cannot apply for insurance for loss that was already known to you or someone else at the time of taking it out. According to the Dutch Civil Code, this principle is called the 'Uncertainty requirement'.

Your obligation to notify

It is important that you provide insurers with correct and complete information when taking out insurance. This is also known as the obligation to notify. If there is any relevant information that you have not given insurers, this may lead to you losing your right to payment in the event of loss. If insurers would not have taken out the insurance if insurers had received the correct information from you or if you attempted to mislead insurers, insurers may terminate the insurance. In that case, no premium will be refunded.

4.2 You receive the policy schedule

If insurance is taken out, you will receive the policy schedule. You are insured from the commencement date stated on your policy schedule. Check the policy schedule carefully. If it is not correct or if details are missing, then please notify us in writing or digitally within 14 days of receipt of the policy schedule. After these 14 days, it is assumed that all information on the policy schedule is correct. Your policy schedule states which conditions apply: the General Terms and Conditions, the conditions associated with your insurance and any clauses such as prevention obligations. A clause is an additional provision with which insurers extend or limit the coverage of your insurance. You can terminate an insurance policy in writing within 14 days of receipt of the policy schedule on which insurers list that insurance for the first time. We also call this the reflection period. This insurance has then never taken effect. The termination only applies to the insurance in question.

Notifying of changes

If your email address or postal address changes, then you must notify us as soon as possible so that we can send the information to the new email or postal address. We have done enough to reach you by law if we send the information to the last email or postal address you provided to us.

4.3 Your policy schedule and the conditions

All agreements made about the insurance are stated on the policy schedule. For example, which horse you have insured or which coverage you have chosen. The clauses on the policy schedule and the conditions associated with your insurance also apply. In addition, these General Terms and Conditions apply.

4.4 Policyholder and the insured

The policy schedule states who the policyholder is. This is the person who has taken out the insurance. This person is also the person who has to pay the premium. The terms and conditions of each insurance policy or policy schedule specify who is covered by the insurance. That person is called 'the insured'. In these conditions, we always refer to the insured as 'you' or 'your horse', but not if a provision applies only to the person who has taken out the insurance. In that case, it says 'you as the policyholder'.

You take out the insurance through Hippo Horse Insurance, registered in the Trade Register of the Chamber of Commerce under number 75262266. Hippo Horse Insurance is registered as a financial service provider with the Netherlands Authority for the Financial Markets (AFM) under number E2008569 and is licenced by De Nederlandsche Bank to operate as a financial service provider.

4.5 Which law applies to this agreement?

Dutch law applies to any insurance you take out through us.



5. **Until when is your insurance valid?**

This insurance is contracted for the period indicated on the policy and will be continued for the same period each time and under the same conditions, unless you or the insurers have cancelled the insurance. You can find more information about cancelling the insurance in chapter 6 'When does your insurance end?'.

6. **When does your insurance end?**

6.1 **Cancellation by you**

You can cancel an insurance any month after one year. The insurance will then end on the date you specify. If we receive the cancellation after the date you specify, the insurance ends on the day we receive the cancellation.

6.2 **Cancellation by insurers**

If you provide false information with the intent to mislead insurers

Insurers can terminate an insurance policy immediately in the following situations:

- if you did not provide insurers with all information about your situation, or you provided incorrect information about your situation when applying for the insurance, with the intention of misleading insurers. Insurers may terminate the insurance within 60 days of insurers discovering this. Your other insurance policies can be terminated by insurers as of the renewal date;
- if you did not provide the insurers with all information about your situation or you provided incorrect information about your situation when applying for the insurance and the insurers would not have taken out the insurance if the insurers had received the correct information from you. Insurers may terminate the insurance within 60 days of insurers discovering this. Your other insurance policies can be terminated by insurers as of the renewal date;
- If you have committed fraud or intentionally misled insurers about an event or loss. Insurers may terminate the insurance within 60 days of insurers discovering this. You can read more about the consequences of fraud in chapter 9.2, 'What are the consequences of fraud and what measures do insurers take in that case?'.

The insurance ends on the date stated by the insurers in the cancellation letter.

As of the annual renewal date

Insurers can terminate insurance with effect from the annual renewal date of your insurance. This is always one year after the commencement date stated on your policy. Insurers then apply a notice period of 60 days.

If you do not pay the premium

Insurers can terminate insurance if you do not pay the premium in full, do not pay on time or refuse to pay after we have notified you. You can read more about the reminder process in chapter 7.2, 'When do you have to pay the premium?'

If your use of the insurance stands out

If you report a lot of claims, this may be a reason for insurers to terminate the insurance. You can read more about this in chapter 8.2, 'If your use of the insurance stands out'. Insurers then apply a notice period of at least 60 days after you have been informed about the termination.

Special cases

In some cases, the insurance ends when you no longer have an interest in the insurance. For example, if an official body determines that you can no longer dispose of your assets independently.

In the event of the policyholder's death, the insurance continues under special conditions in the first instance. In that case, both the heirs of the policyholder and insurers have the right within nine months after they became aware of the death to terminate the insurance prematurely, taking a notice period of one month into account.

6.3 **Automatic termination**

The insurance ends immediately and automatically if payment is made in case of total loss. For total loss, the premium over the remainder of the insurance year remains due. This is deducted from the claim payment.

On sale or transfer of ownership of the insured item, the insurance ends automatically on the date of the transfer of ownership. You must inform us in writing about the sale or transfer of ownership of the insured item. In case of sale or transfer of ownership of the insured item, the insurance does not transfer to the acquirer of the insured item. The new owner or rightholder must apply for new insurance himself. If the new owner applies to us for new insurance, we may refuse the insurance or make a different proposal to the new owner if the claim history gives cause to do so.

6.4 **Until when does your coverage apply?**

On the date of termination due to a cancellation by you or insurers, the coverage of your insurance ends at 00.00 hours.

7. **Your premium and payment**

7.1 **How much premium do you pay?**

The amount you pay in premium is stated on your policy schedule. The policy schedule also states whether you pay the premium in one lump sum or in instalments. These amounts include insurance tax.



7.2 When do you have to pay the premium?

You must pay the premium, the policy costs and insurance tax in advance. The initial premium must be paid within 30 days of the date on which the first premium invoice is dated. The subsequent premium must be paid no later than the payment due date. If you have authorised us to debit this premium automatically, we will inform you at the start of your insurance of the amount to be collected and the time when we will carry out the direct debit. We also do this in the event of a change during the term of the insurance that affects the premium.

7.3 What if you do not pay or do not pay on time?

If you do not pay the premium or pay it in full, you will be sent a reminder. If you do not pay the premium within the period of 14 days stated in the reminder letter, then you are no longer insured from the day you owed the premium. This is the first day of the coverage period for which the premium applies. You are therefore not entitled to compensation. You are still obliged to pay the premium. Coverage will resume one day after we have received and accepted your payment. Insurers may also decide to terminate the insurance(s) to which the payment arrears apply. Insurers will inform you in writing when your insurance ends. If you do not pay the premium on time, you will also pay the additional costs incurred, such as reminder costs or costs of the debt collection agency that has been engaged.

7.4 What if you miss one premium payment?

If you do not pay a premium instalment but pay the next premium instalment, you are still late with payment and are in payment arrears. The consequences as described in chapter 7.3 'What if you do not pay or do not pay on time?' still apply.

7.5 Do you refund paid premium?

In certain situations, you can have the premium automatically debited from your bank account refunded by your bank. This is also known as reversal or refund. If you have received compensation and reverse your premium payment afterwards, you have not met your payment obligation, and the compensation can be claimed back from you.

7.6 Can insurers settle the premium with a claim payment?

If you still have to pay premium or costs and any loss still has to be paid out, then the premium and the costs of this amount can be settled.

7.7 When do you get premium back?

If your insurance ends prematurely, then insurers will refund the premium for the remaining part of the insurance term. Insurers do not refund premium if there is intent on your part to mislead us.

8. When do insurers adjust your insurance?

8.1 When the regulations change

It is in your interest and in the interest of insurers that insurers can meet the obligations arising from this insurance. In special cases, insurers may need to adjust the premium and/or conditions in the interim. For example, if a situation arises suddenly in which insurers cannot wait until the annual renewal date to make the adjustment because the premium is no longer sufficient to cover the risk or because legislation obliges insurers to do so. The adjustment always applies to a group of insurance policies. When insurers adjust the premium and/or conditions in the interim, they will always let you know in advance. Insurers will also explain to you why the interim adjustment is necessary, what insurers will adjust and by when.

8.2 If your use of insurance stands out

If you report a claim, insurers will deal with it as described in your insurance policy conditions. Insurers always assess the circumstances under which the loss occurred. Insurers can adjust your insurance if insurers see a reason to do so. For example, if you make a lot of claims, or if the type of loss or the cause of the loss is suspicious. Or in the case of criminal offences. For example, insurers can increase the premium and/or your deductible, set additional conditions and/or require preventive measures. When insurers adjust the premium and/or conditions in the interim, they will always let you know in advance. Insurers will also explain to you why the interim adjustment is necessary, what the insurer will adjust and by when.

Insurers may also decide to terminate your insurance. For this, insurers maintain a notice period of at least 60 days after insurers have informed you about the termination.

8.3 If there are changes in your situation

You are obliged to report a possible risk change to us as soon as possible after the time when the risk changes. There is, in any case, a possible change in risk if a horse or object is used differently than mentioned on the policy. The following purposes are distinguished for a horse: use as riding horse, as trotter and racehorse, draught horse and stud stallion/breeding mare. Pursuant to article 9.15, in principle, you have no right to payment if the horse has been used for another use than for which the horse is insured. Reporting a risk change is, therefore, in your own interest.

In case of a risk change, both insurers and you have the option of cancelling this insurance, taking a notice period of two months into account.

In case of a risk change, insurers have the right to change the premium and/or the conditions in the interim. In that case, you will be informed in writing about the desired adjustment. If the premium and/or the conditions of the insurance are amended to your disadvantage or disadvantage of the beneficiary, you have the right to cancel the insurance with effect of the day on which the amendment takes effect. In any case, you have this right also up to one month after the amendment has been communicated to you.

N.B.: a risk change is not automatically covered by insurance coverage. The insurance coverage does not cover a risk change until the risk change is accepted and confirmed in writing by us and, if necessary, the policy, the premium and/or the conditions have been adapted to the intended amendment.



8.4 Premium change

The premium is based, among other things, on the horse's age and the horse's value.

The premium can always be adjusted after an insurance year for the next insurance year in accordance with the consumer price index for all households from Statistics Netherlands.

As of the year in which the horse's age is set at 20 years, the insurance (basic insurance including any health cover) per contract expiry date is converted to accident insurance only. From that time onwards, you owe the premium for accident insurance. From that time onwards, the insured amount is set at a maximum of EUR 1,400.

As of the year in which the horse's age is set at 15 years, an annual premium surcharge of 1% of the insured amount of the horse is applied to the basic insurance.

Example

Stel dat per 1 maart 2019 een verzekering wordt afgesloten voor een paard dat op 16 april 2005 is geboren. Verzekeraars stellen de leeftijd van het paard met ingang van de verzekering op 14 jaar. De verzekering wordt aangegaan voor 1 jaar. De contract- vervaldatum is dan 1 maart 2020. Per 1 januari 2020 wordt de leeftijd van het paard voor deze verzekering al op 15 gesteld. De leeftijd van het paard heeft gevolgen voor de premie. Die premie wordt gewijzigd per 1 maart.

8.5 Adjustment upon renewal of an insurance policy

Insurers can adjust the premium and/or the conditions of your insurance on the annual renewal date. For example, insurers do this:

- if your personal or living situation changes, such as your claim-free years, claims history or a move;
- if legislation and regulations change;
- if there are changes in the cost of claims or if there are cost developments;
- if insurers index the premium and/or insured amount. Insurers do this, for example, if prices, wage costs or construction costs change. Insurers use the indices of Statistics Netherlands for this.

If insurers adjust the premium and/or conditions, you will receive information about the adjustment and the reason from the insurers before the renewal date.

8.6 Right of cancellation

If insurers adjust your premium and/or conditions and you agree with the adjustment, then you do not need to do anything. The insurance will then automatically continue with the new premium and/or conditions from the date on which the adjustment takes effect. If you do not agree with the adjustment, you can cancel the insurance. Read more about cancelling the insurance in chapter 6.1, 'Cancellation by you'.

9. In which special situations are you not entitled to reimbursement?

In this chapter, we mention special situations in which you are not entitled to a payment.

9.1 If you are in arrears

Meer hierover leest u in hoofdstuk 7.3 'Wat als u niet of niet op tijd betaalt?'.

9.2 If you commit fraud

What do insurers mean by fraud?

Trust is one of the basic principles of insurance. This trust is sometimes abused by an insured by committing fraud. By fraud, we mean, for example:

- Failure to provide information honestly to insurers, for example, when applying for insurance.
- Not being honest about what happened, for example, in the event of loss.
- Changing amounts on bills.
- Claiming more than the actual loss.
- Resubmitting a rejected claim with a different story.
- Intentionally causing loss and pretending it was an accident.

What are the consequences of fraud, and what measures do insurers take in that case?

Through your premium, you help pay for the fraudulent behaviour of others. That is why insurers and financial advisers are committed to fighting fraud. In the event of fraud, the right to payment lapses. If insurers are prohibited by national, supranational or international sanctions legislation or regulations from providing coverage, this insurance offers no coverage. In the event of fraud, the following measures are taken:

- A report will be made to the police.
- Insurers do not reimburse the loss and costs, and insurers reclaim compensation already paid. This also applies to loss that you claim under another insurance policy for the same event.
- Insurers claim back internal and external costs incurred. A standard compensation of EUR 532 applies for the internal investigation costs. This amount will be recovered by SODA (Service Organisation for Direct Liability). In addition to the standard amount, SODA can also claim back other costs incurred or loss wrongly paid out by insurers. In addition, insurers can charge internal costs of EUR 101 if there is fraud when applying for an insurance policy.
- Insurers will terminate all non-life insurance policies that you have with us even if it concerns an insurance policy where you have not committed fraud. You can no longer take out other insurance policies with us.
- Insurers record the data in our event administration and incident register. These are registers that only authorised employees of insurers can look at.



- The relevant personal data will be reported to the CIS Foundation. Insurers have a warning system through the CIS Foundation to prevent and fight fraud. Personal data is entered into this system and consulted by affiliated insurers. More about this can be found in the Incident Alert System Protocol for Financial Institutions. You can find this protocol on the Dutch Association of Insurers website, www.verzekeraars.nl.
- More information about reporting to the CIS Foundation can be found in chapter 10, 'Objection, complaints and privacy'.
- The personal data concerned are reported to the Centre for Fighting Insurance Crime of the Dutch Association of Insurers.

Did you provide incorrect or incomplete information when taking out the insurance? And would insurers not have taken out the insurance if insurers had had the correct and complete information? In that case, insurers can terminate the insurance. In that case, the insurers will not reimburse the premium, and you are not entitled to compensation.

Have you suffered loss, and have you intentionally provided incorrect or incomplete information to insurers? Or are you misleading insurers? In that case, insurers will not reimburse the loss and costs, and insurers will terminate your insurance. You will be informed in writing or digitally about when your insurance ends.

In the event of premature termination of your insurance, insurers will not refund premiums if you had intent to mislead us.

9.3 In the event of intent, recklessness or negligence

There is no right to payment in the case of intent or gross negligence or reckless act or negligence by or with the consent of or instigated by you, the insured or interested parties to the insurance. In any case, 'Negligence' means incorrect or insufficient care of the horse and the failure to provide timely veterinary care.

9.4 In the case of criminal and punishable activities or preparations for them

You will not be covered if the insured item is used for criminal activities or preparations for them. You are also not insured if your liability is related to criminal and punishable activities or preparations for them. It does not matter:

- whether or not you or another insured were aware of this or not;
- whether or not the loss was caused or arose as a result.

You do have coverage if the following conditions are met:

- criminal or punishable activities performed by the tenant or sub-tenant in the building that belongs to the risk address that is stated on the policy schedule; and
- you could not reasonably have been aware of this; and
- the tenant's identity was demonstrably checked when entering into the agreement; and
- the rent was paid through a Dutch bank account; and there is a written lease.

By criminal and punishable activities, insurers mean:

- a crime under the Weapons and Ammunition Act;
- a criminal offence under the Opium Act;
- human trafficking;
- receipt of stolen goods;
- giving stolen vehicles a different identity (VIN switching);
- storage, transportation, production and sale of prohibited goods such as illegal fireworks or protected species.

You are also not covered for loss that occurs while you are committing a crime, participating in one, or preparing a crime.

9.5 If the government imposes sanctions

Insurers do not reimburse loss that insurers are not allowed to reimburse based on the Sanctions Act or sanction regulations. A country that violates human rights, wages war or poses a threat to international peace and security can be punished by the government with sanctions. Sanctions against a country often consist of measures against certain persons and/or companies in that country. For example, foreign assets can be frozen or other financial trade restrictions imposed. This means that insurers are not allowed to provide coverage or compensate loss if this is in violation of the Sanctions Act or sanctions regulations.

9.6 If the loss is caused by acts of war

You will not receive compensation for loss as a result of acts of war. By acts of war, insurers mean:

- Civil commotion: more or less organised violent acts occurring in different locations within a state.
- Civil war: a more or less organised violent struggle between residents of the same state, involving a significant proportion of the residents of that state.
- Armed conflict: this means, in any case, a situation where states or other organised parties fight each other, or at least one state attacks another using military weapons. Armed conflict also includes armed action by a United Nations Peace Force.
- Mutiny: a more or less organised violent movement of members of the armed forces against the authority under which they resort.
- Unrest: more or less organised local violent movement, directed against public authorities.
- Uprising: organised violent resistance directed against the public authorities within a state.

These acts of war terms are part of the text that the Dutch Association of Insurers filed on 2 November 1981 with the registry of the District Court in The Hague under number 136/1981.

9.7 If the loss is caused by an atomic nuclear reaction

Insurers understand an atomic nuclear reaction as any nuclear reaction that releases energy, such as nuclear fusion, nuclear fission or artificial and natural radioactivity. Insurers only reimburse loss caused by nuclear reactions under these conditions:



- The loss is caused by radioactive nuclides (a nuclide is a type of atom) that are outside a nuclear installation.
- These nuclides must be used or are intended to be used for industrial, commercial, agricultural, medical, educational, scientific or non-military security purposes.
- The government has issued a permit for the manufacture, use, storage and disposal of radioactive materials.
- There is no third party liable for the loss caused by the nuclear reaction according to the Nuclear Incidents (Third Party Liability) Act. By nuclear installation, insurers mean a nuclear installation within the meaning of this Act or on board a vessel.

9.8 Attachment/confiscation/requisition

There is no right to payment in the event of a claim arising during a period of attachment, confiscation or requisition of the horse.

9.9 Surgical intervention/vaccination

There is no right to payment if the horse dies or becomes permanently disabled as a result of surgery or vaccination unless you demonstrate that at the time of the surgery or vaccination, there was already covered loss under the insurance taken out by you and that surgery or vaccination was performed in the context of this covered claim. Also excluded is the consequential damage of a surgical intervention that is not covered and/or for which no written permission was given beforehand. Loss as a result of an unnecessary medical intervention is never covered.

9.10 Destruction on the orders of the government

There is no right to payment in the event of destruction by order of the government.

9.11 Doping and similar substances

There is no right to payment in the event of the use of stimulants, drugs and/or doping and/or prohibited substances foreign to the body. It does not matter if you or the insured was aware of and/or agreed to this practice.

9.12 Defect, inherent or otherwise

There is no right to payment if there is loss caused by a defect, inherent or otherwise, of the horse. 'Defect, inherent or otherwise' in any case means: technical riding problems, character errors, behavioural disorders, badly fitting horse tack or any actions of the jockey.

9.13 Epidemic

There is no right to payment in the event of a claim caused by an epidemic amongst horses or equidae (epizootic disease) such as African horse sickness or another contagious disease.

9.14 Experimental treatment

The costs and consequences of an intervention, examination or treatment method considered experimental and/or scientifically insufficiently substantiated, and therefore not covered by Evidence-Based Veterinary Medicine (EBVM), are not covered by this insurance at all.

9.15 Use other than agreed

There is no right to payment if the horse is used for a purpose other than for which the horse is insured. This exclusion does not apply if it is demonstrated that there is no direct connection between this other use and the loss.

9.16 Natural disaster

There is no right to payment in the event of a claim caused by a flood, earthquake, volcanic eruption, whirlwind or other natural disaster. In any case, 'flooding' here refers to any flooding resulting from the collapse or overflowing of dikes, quays, locks or other flood defences. Furthermore, 'flooding' means: water flowing out through cracks, holes and other damage to flood defences.

9.17 Claim arising before the commencement date, during waiting period or suspension of insurance

There is no right to payment if there is a claim that has arisen or where the cause was:

- prior to the commencement date of the insurance or
- during the waiting period of the insurance (see the special conditions) or
- during a period in which the insurance was suspended due to non-payment as referred to in article 7.3.

9.18 Loss of right to payment

- Any right to payment lapses if you, the insured and/or another interested party/parties do/does not comply with an obligation to report, notify, inform or cooperate as described in the policy, in these general terms and conditions, the applicable special terms and conditions or described in the law with the intent to mislead the insurer(s) unless the deception does not justify the lapse of rights.
- Any right to payment lapses if you, the insured and/or another interested party/parties do/does not comply with an obligation to report, notify, inform or cooperate as described on the policy, in these general terms and conditions, the applicable special terms and conditions or as described in the law, insofar as insurer(s) has/have been harmed in a reasonable interest.

10. Obligations after loss

10.1 Claim reporting obligation

As soon as the policyholder or the insured is or should be aware of an event that may lead to an obligation to pay for the insurers, he is obliged to report that event truthfully to Hippo Horse Insurance as soon as reasonably possible. In the event of a claim involving illness, lameness or an accident, you must report this claim to us within 24 hours by email or telephone. A telephone report must always be confirmed to us in writing.

10.2 Claim information obligation

The policyholder and the insured are obliged to provide us with all information and documents that are important for the insurer to assess its



obligation to pay out within a reasonable period of time, but no later than three months after the claim has been reported.

10.3 **Obligation to cooperate**

The policyholder and the insured are obliged to cooperate fully, strictly follow the instructions of the insurers, and refrain from doing anything that could prejudice the interests of the insurers. They are obliged to refrain from any undertaking, statement or act from which an admission of liability may be inferred. You also give us permission to contact the person who is treating or has treated the horse.

10.4 **Consulting a veterinarian**

As soon as the horse exhibits signs of illness or lameness or has had an accident, you must immediately consult a veterinarian and always follow the veterinarian's instructions and do everything which can lead to the horse's recovery. If the veterinarian refers the horse to a specialist or a specialist clinic, you must report this to us as soon as possible, but within 24 hours.

10.5 **Emergency slaughter**

If the vet deems emergency slaughter necessary, you must report this to us by telephone as soon as possible, but at the latest within 24 hours and also confirm this to us in writing.

10.6 **Death**

If the horse dies, you must report this to us as soon as possible, but within 24 hours. This may be done by telephone but must also be confirmed by you in writing within the stipulated period. Death must at all times be proven with a certificate from the veterinarian in which he/she has established the cause of death. After death, you must also provide a certificate in which the diagnosis or presumed diagnosis and the course of the condition is described by a licensed veterinarian. You must ensure that the deceased animal remains available for any autopsy/examination until 3 days after death. If we consider this necessary, an autopsy must be carried out at your own expense by a veterinarian of the Joint Health Service or the Faculty of Veterinary Medicine in Utrecht or, if the horse is abroad, a competent authority;

10.7 **Permanent disability**

If your horse has been declared permanently disabled, you must report this as soon as possible and ensure that we receive a complete medically substantiated file so that we can assess and investigate the loss.

10.8 **Theft, embezzlement and any other criminal offence**

Report theft, embezzlement and any other criminal offence to the police as soon as possible (abroad, the report must be made locally) and send proof of the report to us as soon as possible, however always within five days;

10.9 **Facilitating swift claims settlement**

You can facilitate swift claim settlement by:

- ensuring that the claim forms we require are completed correctly and as completely as possible and sent to us as soon as possible, however, within three months after the claim is reported;
- sending us original invoices including accompanying treatment forms/patient reports/certificates as soon as possible (no later than three months after receipt) for claiming;
- ensuring that all bills are itemised in such a way that we are able to determine without further inquiry which costs are eligible for reimbursement. You also have the obligation to ensure as well as you can that the insured and other stakeholder(s) fulfil their obligations as stated above.

10.10 **Sanctions for non-compliance with obligations**

- No rights can be derived from this insurance if the policyholder or the insured has failed to fulfil one or more of the above obligations and, as a result, has prejudiced the interests of the insurer. There is no question of prejudice in the case of a justified acknowledgement of liability or an acknowledgement of mere facts.
- If the insurer is not harmed in a reasonable interest, it may nevertheless deduct from the payment the loss that it suffers as a result of non-compliance with the above obligations or the additional costs that it must incur as a result.
- Any right to payment will lapse if the policyholder or the insured has failed to fulfil one or more of the above obligations with the intention of misleading the insurer unless the deception does not justify the forfeiture of rights.

11. **Claim settlement**

The loss adjustment follows per chosen insurance from the applicable special conditions. In addition, the regulation in this article applies.

11.1 **Permission for euthanasia**

No obligation to pay out arises from our permission to end the horse's life.

11.2 **Right to takeover and possible reduction of payment**

If a payment is made due to permanent disability, we have the right to take the horse over from you. In that case, the proceeds of the horse are for us, and there are the following options:

- Insurers have the horse picked up where the transport costs are for our account, and any slaughter yield is for our benefit;
- In the event of euthanasia or if the horse may not be used for human consumption, an amount of EUR 400 will be deducted for total loss;
- The passport states that the horse may not be used for human consumption unless this statement was included in the passport during the term of the insurance in connection with medication use (with the exception of waiting time).
- If you are entitled to a payment from the government in a claim based on a statutory provision or other provision, the amount of this payment will be deducted from the payment which you are entitled to under the insurance.



11.3 Waiving right of takeover

You can ask us to waive the right of takeover if you want to keep the horse. Insurers are not obliged to cooperate with this. If we are prepared to waive, you have to meet several conditions. You must sign a statement where you indicate that you agree to the following conditions:

- the welfare of the horse comes first;
- the horse must always remain your property;
- the horse may no longer be used in any competition context;
- the horse may no longer be offered for insurance to any company.

Insurers always reserve the right to check compliance with the conditions set. The above points remain in force, even if the care of the horse has been transferred to third parties. In addition, you owe a repurchase fee to be determined by the insurers. This repurchase fee is in any case at least:

- EUR 700 for a horse measuring 1.58 metres or higher or
- EUR 500 for a pony measuring under 1.58 metres or
- a maximum of 50% of the insured amount if the horse is not unfit for all purposes.

If it turns out that you have not met one of the set conditions, you are required to return the payment made by us to the insurers.

11.4 Payment of loss

- The loss is paid out in accordance with the policy/coverage.
- The insured value is equal to the commercial value. In the event of loss, the insured must demonstrate the current value the day before the covered event by means of a recent results list, valuation report or other documentary evidence.
- If it appears upon determination of the loss that the insured value of the insured horse is greater than the current commercial value, the insured value will be reduced to the amount of the commercial value at that time.
- The payments on the policy will never exceed the insured amount. Deviating amounts apply to the medical expenses, which are described in the product conditions and/or list of reimbursements for medical expenses.
- If you are entitled to a payment from the government in a claim based on a statutory provision or other provision, the amount of this payment will be deducted from the payment which you are entitled to under the insurance.

11.5 Maximum reimbursement for essential veterinary care

Certain examinations and/or treatments are subject to a maximum reimbursement per insurance year. These reimbursements apply per component per insurance year. You can find a complete overview of the reimbursements for essential veterinary care on our website in the compensation guide. This overview is visible under the customer service menu.

12. Concurrence and right of recourse

12.1 Concurrence

If you or the insured has another insurance policy that also entitles you to a benefit, this insurance will only pay for the loss and/or costs that are not reimbursed by that other insurance (or would be reimbursed if this insurance would not exist). This insurance, in that case, therefore only provides additional coverage up to a maximum of the amount stated in the relevant provision.

12.2 Right of recourse

If insurer(s) has/have a right of recourse under the law against third parties who caused the loss, then insurer(s) waives/waive this right of recourse against those who are expressly or tacitly authorised by you to keep, use, care for, ride or possess the horse in any other way.

This does not apply:

- for an authorised person who has the horse professionally in his possession or
- if the authorised person neglects the horse, deliberately injures the horse, or the loss has been caused by the use of stimulants and/or substances foreign to the body, drugs and/or doping. It does not matter whether you were aware of or consented to the use of these substances.

13. Objection, complaints and privacy

13.1 What if you do not agree with the compensation?

We handle every request for compensation carefully. However, it is possible that you do not agree with the decision. In that case, let us know in writing or digitally within 36 months after the decision has been communicated in writing or digitally. If you do this only after 36 months, the right to payment with regard to that loss lapses.

13.2 What if you have a complaint?

If you are not satisfied with your insurance or our services, then you can lodge a complaint with us. In that case, you can send a letter to the management of Hippo Horse Insurance, PO Box 2300, 5202 CH 's-Hertogenbosch or by email to info@hippohorseinsurance.nl.

If you do not agree with the result of our complaint handling, then you can submit your complaint to an independent party, such as the Financial Services Complaints Board (Kifid) or the court. If you wish to submit your complaint to Kifid, you must do so within three months after you have received a final response from us. More information can be found at www.kifid.nl.

If you do not want to use our complaints handling service, you can always submit a complaint directly to the court.

13.3 How do we handle your personal data?

When applying for or changing an insurance policy or service, we ask you for personal data and other information. We process this data in their administration. According to the law, we are responsible for the correct processing of your personal data. This means that we must comply with the legislation and regulations. The Dutch Data Protection Authority (AP) checks whether we do this correctly.



When applying for or adjusting an insurance policy or when reporting a claim, we can consult your claim and insurance data at the Stichting Centraal Informatie Systeem (CIS Foundation) of insurance companies operating in the Netherlands. In some cases, we may need your permission for this.

Why do we process your personal data?

We process your personal data, among other things:

- to be able to enter into an agreement with you and to fulfil our obligations under it;
- to settle your loss;
- to fight fraud;
- to comply with legal obligations, such as the obligation to know who we are doing business with;

What are your rights?

You can request, among other things, your personal data that we have registered, have it adjusted or even deleted. More information about your rights can be found at www.hippohorseinsurance.nl.

CIS Foundation

If you report a claim, insurers always record the details of this claim and your personal data with the CIS Foundation. It does not matter whether the loss was caused by your fault.

If insurers terminate your insurance, you have committed fraud or because you have not fulfilled your contractual obligations, for example, if you have not paid your premium, then insurers can also record this together with your personal data with the CIS Foundation. If insurers do this, you will be informed about this.

This is how insurers want to keep risks manageable and prevent fraud. Your customer data is also stored separately centrally so that it is available if necessary. Namely in the event of serious contingencies, incidents (such as insurance fraud) or investigative activities by the police and the judiciary. For example, in the event of a contingency, it is easier to find out where a person or company is insured. More information and the privacy regulations of the CIS Foundation can be found at: www.stichtingcis.nl. Your personal data will not be kept longer than necessary.

Insurers adhere to the code of conduct

We process your personal data in accordance with the 'Insurers' Code of Conduct for the Processing of Personal Data'. This contains your and our rights and obligations. The full text of the code of conduct is published on the Dutch Association of Insurers website: www.verzekeraars.nl.

Health data and criminal law data

If we process information about your health or your criminal record, insurers will comply with the rules that apply.

Telephone conversation recordings

We can record telephone conversations:

- for training and coaching purposes in order to improve our services to you;
- to verify and investigate orders and transactions;
- for fraud prevention and integrity monitoring within financial institutions;
- to comply with statutory obligations.

The recorded telephone conversations are not kept for longer than is necessary for these purposes. If a conversation is recorded and still available, in the event of a dispute over the content of the recorded telephone conversation, you have the right to listen to the telephone conversation or to receive a literal reproduction of it.

Provision of information to third parties

You give us permission to provide information to third parties. This happens, for example, to inquire about the treatment of your horse from the people who have treated the horse. This could also be a company such as a loss adjustment or research agency that performs services for us that have to do with the insurance contract.

14. What if the loss is related to terrorism?

Insurers are sometimes unable to cover loss caused by terrorism and insure terrorism with the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (Dutch Reinsurance Company for Terrorism Claims - NHT). This is also known as reinsurance. A maximum amount is available per year for all loss caused by terrorism insured in the Netherlands. This amount applies to all insurers affiliated with the NHT together and only to events that are also covered. The maximum amount is set every year and is around one billion euros. The current amount can be found at <https://nht.vereende.nl>.

If the total loss exceeds the maximum amount, the NHT decides what percentage it will reimburse to the participating insurers. This is also known as the payout percentage. Insurers do not pay out more than we are reimbursed from the NHT. It is also possible that the claim amount is too low to be able to rely on NHT's reinsurance. In that case, we will pay out your claim in accordance with the conditions and clauses on your policy schedule.

More information can be found in the terrorism coverage clauses sheet. This clause can be found below.



Clauses Sheet terrorism cover

1. Definitions

In this article and the provisions based on it, the following - unless stated otherwise - means:

1.1 Terrorism

Any violent act and/or conduct, committed outside the scope of one of the six forms of acts of war as referred to in Section 3(38) of the Financial Supervision Act, in the form of an attack or series of attacks connected together in time and intention as a result of which injury and/or damage to health, whether or not resulting in death, and/or loss or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - was planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2 Malicious contamination

The causing to be spread of pathogens and/or substances, outside of the framework of one of the six acts of war referred to in Section 3.38 of the Financial Supervision Act, which, as a consequence of their direct or indirect physical, biological, radioactive or chemical effects, can lead to injury and/or impairment of health or death with respect to humans or animals and/or can cause damage to objects or otherwise to economic interests, where it is plausible that the spreading or causing the spreading of such agents – whether or not within any organisational context – was premeditated and/or carried out with the intention of achieving certain political and/or religious and/or ideological objectives.

1.3 Preventive measures

Measures taken by the government and/or the insured and/or third parties to avert the imminent danger of terrorism and/or malicious infection or, if this risk has manifested, to limit its consequences.

1.4 Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT)

A reinsurance company set up by the Dutch Association of Insurers, whereby reinsurance obligations arising from insurance contracts that can arise directly or indirectly for insurers authorised in the Netherlands from the realisation of the risks described in articles 1.1, 1.2 and 1.3 can be incorporated in reinsurance.

1.5 Insurance contracts

Non-life insurance contracts insofar as they relate to risks in the Netherlands in accordance with the provisions of Section 1:1 under 'state where the risk is situated' of the Financial Supervision Act.

Life insurance contracts insofar as taken out with a policyholder with normal residence in the Netherlands, or, if the policyholder is a legal entity, with the branch of the legal entity to which the insurance relates located in the Netherlands.

1.6 Insurers approved in the Netherlands

Life, in-kind, funeral and non-life insurers who, under the Financial Supervision Act, are authorised to carry out insurance business in the Netherlands.

2. Limitation of coverage for the risk of terrorism

2.1 If and insofar as, with due observance of the descriptions given in articles 1.1, 1.2 and 1.3, and within the limits of the applicable policy conditions, there is coverage for the consequences of an event that is directly or indirectly related to:

- terrorism, malicious contamination or preventive measures,
- acts or conduct in preparation of terrorism, malicious contamination or preventive measures, hereinafter collectively referred to as 'the terrorism risk', the insurer's payment obligation with respect to any claim for compensation and/or payment submitted to it is limited to the amount of the payment that the insurer receives from that claim under the reinsurance for the risk of terrorism at the NHT, in the case of insurance with capital accumulation plus the amount of capital accumulation already realised under the insurance in question. In the case of life insurance, the amount of the realised capital accumulation is set at the premium reserve to be maintained under the Financial Supervision Act in respect of the insurance in question.

2.2 The NHT offers reinsurance coverage for the aforementioned claims up to a maximum of 1 billion euros per calendar year. The aforementioned amount can be adjusted from year to year and applies to all insurers affiliated with NHT together. Any changes will be announced in three national daily newspapers.

2.3 By way of derogation from the provisions of the preceding paragraphs of this article, for insurances concerning:

- loss to immovable property and/or its contents;
- consequential loss of loss to immovable property and/or its contents, a maximum of 75 million euros will be paid under this agreement per policyholder per insured location per year, for all participating insurers as referred to in paragraph 1 together, regardless of the number of policies issued.

For the purposes of this article paragraph, the term insured location will mean all properties insured by the policyholder at the risk address, as well as any properties insured by the policyholder outside the risk address whose use and/or destination is related to the business activities at the risk address. In any event, all objects insured by the policyholder that are less than 50 metres away from each other and at least one of which is located at the risk address will be regarded as such. For the application of this paragraph, for legal entities and companies affiliated in a group, as referred to in Section 2:24b of the Dutch Civil Code, all group companies together are considered to be a policyholder, irrespective of which group company took out the policies.



3. Payment protocol NHT

- 3.1** The reinsurance of the insurer at the NHT is subject to the Claims Settlement Protocol (hereinafter referred to as the Protocol). Based on the provisions set out in this Protocol, the NHT is entitled, among other things, to postpone the payment of the compensation or the sum insured until it can determine whether and to what extent it has sufficient financial resources to cover all claims for which it as reinsurer provides coverage in full. Insofar as the NHT proves not to have sufficient financial resources, it is entitled to make a partial payment to the insurer in accordance with the aforementioned provisions.
- 3.2** The NHT, with due observance of the provisions of clause 7 of the Claims Settlement Protocol, is authorised to decide whether an event in connection with which a claim to payment is made must be regarded as a consequence of the realisation of the terrorism risk. A decision of the NHT taken for that purpose and in accordance with the aforementioned provision will be binding on the insurer, policyholder, insured persons and persons entitled to payment.
- 3.3** Only after the NHT has informed the insurer of the amount, whether or not by way of an advance payment, which will be paid to it in respect of a claim for payment, can the insured or the person entitled to payment of the payment referred to in article 3.1 make a claim to the insurer in this respect.
- 3.4** The reinsurance coverage with the NHT is only applicable under clause 16 of the Protocol for claims for compensation and/or payment that are reported within two years after the NHT has determined that a particular event or circumstance has resulted in a manifestation of the terrorism risk in the Netherlands in the meaning of this clause.



Coronavirus Absolute Exclusion

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- I. any fear or threat (whether actual or perceived) of; or
- II. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.



Cyber Exclusion Endorsement (Equine and Livestock)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

- I. the use of, or inability to use;
- II. any error or omission relating to the use of; or
- III. any hoax or threat relating to the use of;

any application, process or software.

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