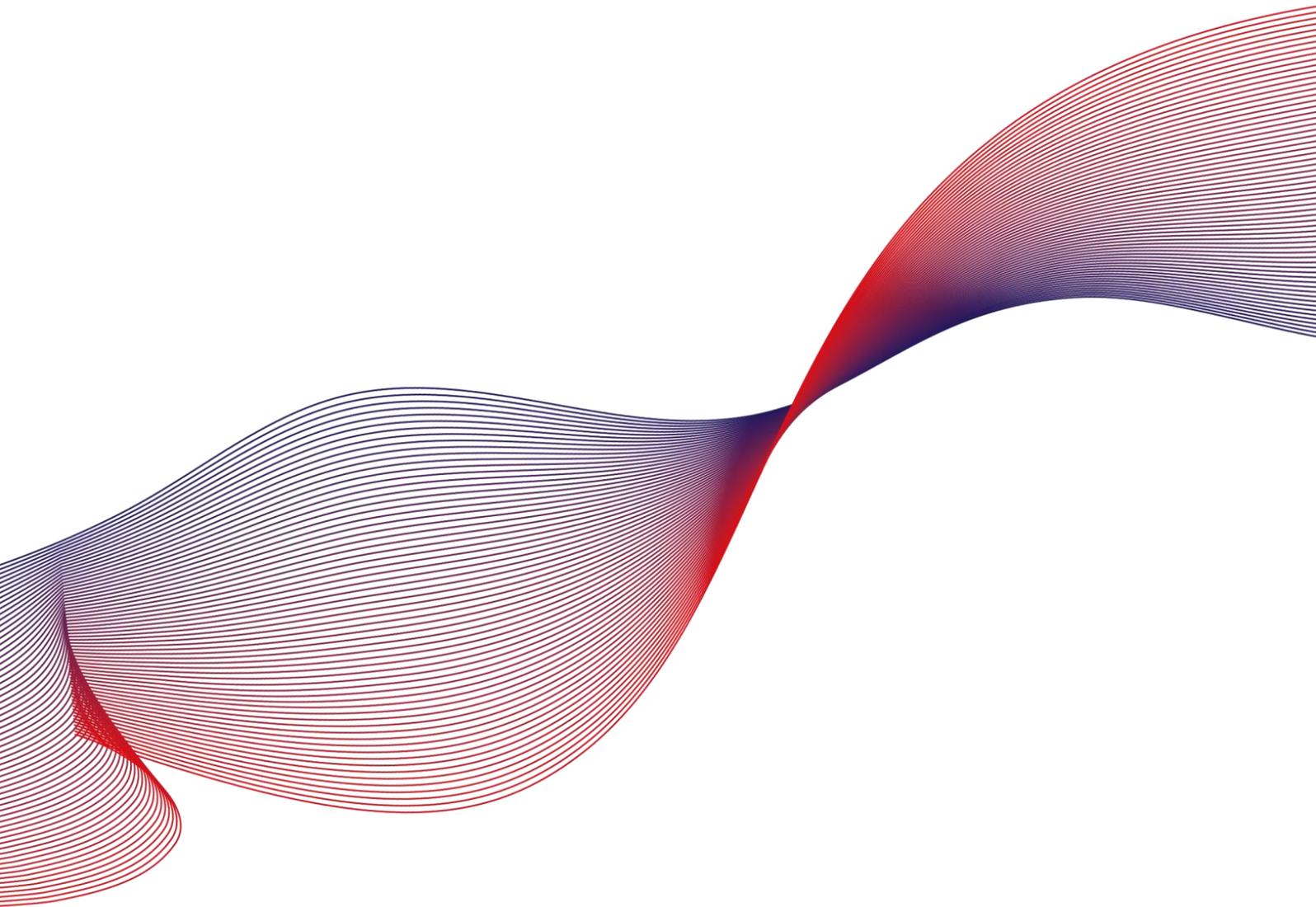


# **Environmental Damage Insurance**

**Model MSV 2019 (English version)**



## Environmental Damage Insurance

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*In the event of any discrepancy between the original Dutch version of this text and its English translation the Dutch text will prevail.*

**These conditions constitute an inseparable part of the applicable General Terms and Conditions. This insurance provides cover for those items listed in the policy, schedule and/or latest policy endorsement.**

### Product Conditions

#### Article 1 Additional Definitions

##### 1.1 Insured Party(ies)

- The Policyholder;
- The natural or legal person(s) named as the insured person(s) in the policy insofar as he/she has/have an interest in the preservation of the insured location by virtue of ownership or any other right in rem, or bears/bear the risk for the preservation thereof.

##### 1.2 Third Party

Anyone other than the insured.

##### 1.3 Emissions

The accidental release of gases, liquids and/or finely dispersed solids.

A series of emissions that are closely connected or result from each other shall be considered as one emission.

The release of asbestos (fibres) as a result of ageing, weathering or erosion of asbestos roofs is not considered as an emission.

#### 1.4 Property Damage

Damage, including contamination, destruction or loss of property.

#### 1.5 Contamination

- The presence of a substance in or on the soil or surface water at a concentration which exceeds the relevant government standards (target value or equivalent value) applicable at the time the presence of said substance is detected.
- The presence of asbestos in a concentration that exceeds the relevant government standards in force at the time the presence of asbestos is detected.

#### 1.6 Remediation

The remediation of contamination.

#### 1.7 Remediation Costs

Costs connected with

**1.7.1** surveying, cleaning, clearing, storing, destroying and/or replacing soil, groundwater and surface water at the insured location or at the location of third parties in order to remove the contamination present;

**1.7.2** isolating the contaminated soil, groundwater and surface water at the insured location or at the location of third parties. This does not include the costs of measures taken to prevent or minimize damage or loss. These costs do not include costs related to the redevelopment of the site.

#### 1.8 Cost of removing debris

Any costs related to the removal, disposal and destruction of contaminated substances and objects collected, captured or segregated for remediation purposes.

### 1.9 Insured Amount

The amount stated on the policy schedule as the maximum amount to be paid out for this insurance or for a specific cover under an insurance policy.

### 1.10 Evident negligence

Serious negligence. This includes an act or omission that, in a negative sense, deviates from what a right thinking or acting (legal) person would do in similar circumstances.

### 1.11 Sale Value

The sum that could be raised by selling the building in the normal course of business and for the same purpose, excluding the value of the land.

### 1.12 Flooding

Flooding resulting from the failure or overflow of dykes, quays, locks or other flood defences, irrespective of whether the flooding is the cause or the consequence of an event covered by the insurance.

Flooding also includes the flow of water through cracks, holes and other damage to flood defences.

### 1.13 Costs of measures taken to prevent or minimize damage or loss

In addition to the provisions of Article 2.5 of the General Terms and Conditions, the risk of contamination ensuing from the release of asbestos fibres due to the ageing, weathering or erosion of asbestos roofs is not considered to be an immediate and imminent risk. Any costs of measures to avert the danger or limit the consequences are not considered as costs of measures taken to prevent or minimize damage or loss.

## Article 2 Territory covered

The territory covered is the Netherlands.

## Article 3 Duration and Expiry of the Insurance

Notwithstanding the provisions of Article 6.1 'Duration and Expiry of the Insurance' of the General Terms and Conditions, the following applies:

**3.1** Both the commencement and expiry of the insurance are set at 12.00 noon local time at the insured location.

The insurance expires:

**3.2** upon termination of the activities or as soon as the insured interest has been sold or transferred in any other way;

**3.3** if the insured fails to give the instruction for remediation within the set period and MS Amlin Insurance SE (MS Amlin) terminates the policy in writing;

**3.4** where the insured fails to provide the cooperation provided for in Article 7.1 of Category I within fourteen days of being instructed to do so by registered letter, or where the insured fails to take the measures referred to in Article 7.2 of Category I within the period specified by MS Amlin. In that case, MS Amlin will refund the premium over the remaining period of validity of the insurance.

## Article 4 Additional Exclusions

In addition to the exclusions set out in the General Terms and Conditions, the following provisions apply.

**4.1** MS Amlin does not provide cover for damage caused intentionally by or with the consent of an insured. This exclusion

will not apply if the insured can demonstrate that it cannot be blamed for the circumstances in question.

**4.2** MS Amlin will not cover a claim where an untrue or incomplete statement has been knowingly made by or on behalf of the insured in relation to a claim, accident or event.

### 4.3 Earthquake / Flood

MS Amlin will not compensate any damage or costs arising from any contamination caused by, occurring at or ensuing from:

- a. an earthquake or volcanic eruption;
- b. flood.

### 4.4 Evident negligence

MS Amlin does not provide cover for damage of costs resulting from intent, recklessness or gross negligence on the part of an insured person, whether conscious or unconscious. Intent, recklessness or gross negligence on the part of an insured (whether conscious or unconscious) shall also mean: intent, recklessness or gross negligence on the part of the (legal) person who, at the behest of or with the consent of an insured, is in actual charge of the overall management of the business or part of the business of the insured and who causes damage in that capacity.

### 4.5 Genetic Damage

Damage and costs resulting from genetic modification are not covered.

### 4.6 Environmental Care

The insurance does not provide cover for damage and costs caused by or ensuing from acts or conduct in respect of which the insured failed to exercise proper environmental care. However, this exclusion does not apply if and insofar as the insured can demonstrate that the damage and/or costs would have arisen even if it had taken appropriate environmental care. An insured party will in any case be deemed to have failed to take proper environmental care if it acts contrary to the environmental legislation in force or any other legislation and regulations applicable to the company, or if, in the case of work for third parties, it fails to work in accordance with the applicable process and product certification based on the applicable legislation and regulations.

Where the relevant insured party is a legal entity, the insured party shall, for the purpose of this exclusion, be understood to mean a member of the board of directors or management, as well as any official employed by the relevant insured party, who has been charged by a member of the management with a special responsibility for the compliance with the aforementioned regulations.

### 4.7 Motor Vehicles

In the event of work for third parties, as described in Article 1.3 of Category I, cover is excluded in respect of damage and costs inflicted with or by a motor vehicle that:

- an insured person possesses, holds, operates or uses;
- is used under the instructions of an insured in its capacity as an employer;
- is used by a subordinate in conducting the business of the insured.

The insurance does cover:

#### 4.7.1 Trailers

Damage caused with or by a trailer, which has come to a standstill safely outside of traffic after being uncoupled or detached from a motor vehicle.

#### 4.7.2 Loading/unloading

Damage caused with or by loads during loading or unloading of motor vehicles.

#### 4.7.3 Loads

Damage caused by loads that are on, fall from or have fallen from a motor vehicle.

#### 4.7.4 Vessels or aircraft

In the event of work for third parties, as described in Article 1.3 of Category I, cover is excluded in respect of damage and costs inflicted with or by a vessel or aircraft, by work with or from a vessel or aircraft, by an object in or on a vessel or aircraft or by an object that has fallen or become detached from a vessel or aircraft.

#### 4.8 Illegal Activities

MS Amlin will not compensate any damage and costs resulting from contamination caused directly or indirectly by illegal activities on the part of the insured, regardless of the way in which the emission takes place.

#### Article 5 Sanction for Failure to Comply with Obligations

The Terms and Conditions contain obligations (see Article 4.2 and 7 of the GTC 2016 and Articles 4 and 5 of Category I of these Terms and Conditions). Obligations may also be set forth in clauses or on the policy schedule. The insured cannot derive any right from the insurance if he or she has failed to fulfil one or more of these obligations and:

- a. in doing so, has harmed the interests of MS Amlin and/or
- b. had the intent to mislead MS Amlin by doing so. This does not apply if the deception does not justify the forfeiture of rights.

#### Article 6 Criminal Proceedings

If an insured person is convicted under criminal law, MS Amlin cannot oblige him or her to lodge an appeal.

MS Amlin will not compensate any fines or amounts that the insured person pays in order to avoid criminal prosecution.

#### Article 7 Legal Costs and Statutory Interest

Regardless of whether the insured amount applicable to an insurance policy is sufficient to compensate for the damage in the event of an incident, MS Amlin will pay:

1. the costs of proceedings conducted with the consent of MS Amlin or at the request of MS Amlin;
2. the costs of legal aid provided at the request of MS Amlin;
3. the statutory interest due on the part of the principal sum covered by the insurance.

## Category I Environmental Damage Insurance

### Special Terms and Conditions

These Special Terms and Conditions form an integral part of the General Terms and Conditions and the Product Conditions.

#### Article 1 Additional Definitions

MS Amlin applies the following definitions in these Special Terms and Conditions:

##### 1.1 Location of Third Parties

A location in respect of which a third party has an interest in its preservation by virtue of ownership or another right in rem, or bears the risk for its preservation.

##### 1.2 Insured Location

- a. The address(es) of the premises specified in the policy.
- b. The work location.

##### 1.3 Work Location/Activities at Third Parties

The third party premises located within the Netherlands, where the insured or someone on its behalf performs work as part of the business activity stated in the policy.

#### Article 2 Extend of Cover

##### 2.1 Description of cover

In the event of contamination, the following will be covered:

- the costs of remediation of the insured location and third party location;
- damage and costs resulting from the remediation;
- property damage caused by the contamination,

if and insofar as the contamination is the result of an emission that occurs during the period of validity of the insurance, provided always that the emission has originated at the insured location.

##### 2.2. Inherent Defect

The cover described under 2.1 shall also apply if the emission is the result of an inherent defect in buildings and moveable property at the insured location, and the contamination manifests itself within a period of ten years, calculated from the date on which the buildings, installations, machines and pipes have been supplied or delivered, or from the date on which the parts in which the inherent defect is located have been renewed and supplied or delivered.

No cover will apply unless it can be demonstrated that adequate maintenance has been carried out on the buildings and moveable property. For this purpose, adequate shall mean that at least the usual and/or mandatory (if applicable) maintenance and inspection activities have been carried out in a timely and regular manner.

##### 2.3 Work at Third Parties

If work is performed at the premises of third parties, the cover described under 2.1 will apply only if the contamination is the result of an emission caused by the performance of the aforementioned work and manifests itself within five years after its completion.

##### 2.4 Reconstruction of Buildings

If the remediation operation requires the demolition and reconstruction of some or all of the buildings, the cost of

remediation shall be reimbursed up to the market value of the buildings prior to the performance of the remediation work.

##### 2.5 Co-insured Costs

Within the limits of the sum insured, the policy includes:

- a. surveyor's fees;
- b. remediation and clearance costs.

##### 2.6 Insured Amount

###### 2.6.1. Limitation of amount

For each emission or series of emissions that are closely connected or result from each other, no more will be reimbursed than the insured amount stated in the policy.

###### 2.6.2 Distribution of insured amount

If the insured amount is insufficient to cover all claims and costs ensuing from the remediation or the contamination, the insured amount will be divided in a ratio of 50/50 between the insured location and the location of third parties.

If the insured amount received in this manner is insufficient for one of the locations and the insured amount available for the other location has not been (fully) used as yet, (the remainder of) that portion of the insured amount will be allocated to the location for which the insured amount is insufficient.

###### 2.6.3 Cover in excess of the insured amount

In addition to the insured amount, the policy also covers the statutory interest on the remuneration payable by MS Amlin.

##### 2.7 Third Party Clause

This insurance is also for the benefit of third parties. For third parties, claims for compensation under the policy arise only by means of a written statement made by the policyholder to MS Amlin.

##### 2.8 Cover After Termination of the Insurance

Following termination of the insurance, the cover will only remain in force in respect of contamination and damage to property arising within a period of one year from the end of the insurance, on the proviso that the emission occurred within the period of validity of the insurance.

##### 2.9 Legal defence

###### 2.9.1 Description of cover

The policy covers:

**2.9.1.1** the provision of legal defence cover, as described in Article 2.9.2;

**2.9.1.2** reimbursement of the costs of legal defence cover, as described in Article 2.9.6.

###### 2.9.2 Provision of legal defence cover

Legal defence will be provided:

**2.9.2.1** in conducting a defence against claims by third parties in relation to the insured's liability for damage suffered by third parties;

**2.9.2.2** in disputes with the government about the remediation of the insured location, provided always that:

**2.9.2.2.1** the damage suffered by third parties or the remediation of the insured location is connected with contamination that ensued from an emission that occurred during the period of validity of the insurance, provided that this emission originated at the insured location;

**2.9.2.2.2** the claim for cover under this Article has been made within one year of the occurrence of the pollution;

**2.9.2.2.3** the third party's claim as referred to below under 2.9.2.2.4 is governed by Dutch law;

**2.9.2.2.4** the claim is brought by a third party who has not been compensated up to the amount insured for the full loss or

damage pursuant to the provisions of Article 2.6.2, or the claim is brought by a third party who, despite a written statement by the policyholder concerning the third party clause as referred to in Article 2.7, does not wish to claim compensation and bases its claim against the insured on liability;

**2.9.2.5** the claimed damage exceeds the applicable deductible selected by the insured.

#### **2.9.3 Duration of legal defence**

MS Amlin will continue to provide legal defence as long as it believes there is a reasonable chance that the intended result will be achieved. If success cannot reasonably be expected, MS Amlin will inform the insured thereof, stating the reasons, and will not provide any legal defence.

#### **2.9.4 Processing of reported cases**

In principle, MS Amlin handles the reported cases itself. Where possible, MS Amlin will always seek an amicable settlement in the first instance.

#### **2.9.5 Assistance in legal proceedings**

If legal proceedings are required, where possible MS Amlin will afford the assistance itself.

#### **2.9.6 Reimbursement of expenses**

##### **2.9.6.1 Compensation per emission**

MS Amlin will reimburse the claims and disputes referred to in Article 2.9.2 and under the conditions set forth in that article up to a maximum of the aforesaid insured amount stated in the policy; therefore per emission:

**2.9.6.1.1** the fees and disbursements of the lawyer, attorney, bailiff, other specialist and expert engaged by MS Amlin;

**2.9.6.1.2** the costs arising in connection with litigation and court proceedings, arbitration or binding advice. This does not include judicially imposed penalties, lump-sum payments, fines and other punitive measures;

**2.9.6.1.3** the costs of witnesses in judicial and administrative proceedings;

**2.9.6.1.4** the costs of the other party, insofar as they are chargeable to the insured pursuant to a judicial decision, an arbitration award or a binding decision.

##### **2.9.6.2 Payment to stakeholders**

MS Amlin shall be entitled to pay the costs of the legal defence directly to the party concerned.

##### **2.9.6.3 Expenses to be reimbursed by the other party**

Where the other party is ordered to pay the costs pursuant to litigation, arbitration or binding decision, the amount of those costs, insofar as chargeable to MS Amlin, will be in favour of MS Amlin.

##### **2.9.6.4 VAT settlement**

If the insured can offset the VAT against the VAT payments it owes, this VAT surcharge shall not qualify for reimbursement.

##### **2.9.6.5 Recovery of costs**

If the insured can obtain a full or partial reimbursement of the costs of legal defence based on a statutory or contractual provision, these costs will not qualify for reimbursement on the basis of this Article. MS Amlin will provide the insured with assistance in reclaiming or recovering those costs in order to set off the costs advanced by MS Amlin.

### **Article 3 Additional Exclusions**

In addition to the exclusions set out in the General Terms and Conditions and the Product Conditions, the following provisions apply.

### **3.1 Landlord and (Co-)tenant(s)**

The policy does not cover damage or costs brought about or ensuing from the activities of the landlord and (co-)tenant(s) of the insured location, unless otherwise expressly agreed upon. The exclusion for the landlord does not apply if the insured is also the landlord.

### **3.2 Underground Tanks**

Damage and costs arising from or associated with the underground storage of substances in tanks are not covered.

### **3.3. Asbestos**

The policy does not cover any contamination arising from work performed at the insured location(s) by or on the instruction of the insured in replacing and/or removing asbestos roofs.

## **Article 4 Obligations in the Event of Loss Being Sustained**

### **4.1 Reporting**

The insured is obliged to notify MS Amlin as soon as reasonably possible of any emission that becomes apparent at the insured location.

### **4.2. Other Obligations**

The insured or an authorised third party submitting a claim shall be required:

- to provide MS Amlin with all relevant information and documents within a reasonable period of time;
- to follow all instructions given by or on behalf of MS Amlin and to fully cooperate and provide the information that may be relevant to the assessment of the situation created by the contamination;
- to take all measures that may reasonably be expected from it to prevent or limit further contamination.

### **4.3 Loss of cover**

All claims for reimbursement under this policy will lapse if the insured or a third party entitled to claim reimbursement under the policy:

- deliberately provides inaccurate data;
- has failed to fulfil any obligation arising from this insurance agreement or has failed to do so in a timely manner, thereby prejudicing the interests of MS Amlin.

## **Article 5 Remediation Provisions**

### **5.1 Arrangements for Remediation**

The insured is responsible for preparing and arranging the remediation operation in accordance with the instructions of MS Amlin.

Before proceeding with the remediation, the corresponding remediation plan must be approved by MS Amlin. If the insured fails to do this, the insured will lose the right to reimbursement of remediation costs as well as the co-insured costs.

### **5.2 Remediation Order**

The remediation order must be given by the insured within a period specified in writing by MS Amlin.

If the insured fails to give this order within the specified period, the insured will lose the right to reimbursement of remediation costs as well as the co-insured costs. Moreover MS Amlin will have the right to cancel the policy.

### 5.3 Third Parties

The provisions of Article 5 apply also to the third party claiming the cover.

## Article 6 Loss Adjustment

### 6.1 Loss Adjustment

The extent of the damage and the amount of the costs will be determined:

- a. either by agreement;
- b. or, by mutual consent, by a single expert;
- c. or, if the parties so desire, by two experts in the field, one of whom is appointed by the insured and one by MS Amlin.

In the latter case, the experts must appoint a third expert before starting their work. If the first two experts are unable to reach agreement, the third will assess the damage. This expert shall remain within the boundaries of the two previous damage assessments. This expert's assessment will be binding, both for the insured and for MS Amlin.

All experts will base their assessment of the damage on the same soil survey and remediation plan reports, insofar as these meet the applicable quality standards.

MS Amlin's cooperation with the assessment of the damage does not automatically imply that MS Amlin will compensate the damage.

### 6.2 Surveyor's fees

This is understood to mean the salary of the aforementioned experts who are responsible for determining the damage. MS Amlin will reimburse the costs of the expert appointed by the insured up to the amount payable to the expert appointed by MS Amlin.

## Article 7 Risk Inspection

### 7.1 Right to Inspect

MS Amlin has the right at any time to inspect the insured location(s) or to arrange for same. The insured is obliged to provide all cooperation that is reasonably required in connection with an assessment of the insured risk.

### 7.2 Mandatory Measures

Following the inspection, MS Amlin may require the insured to take measures within a specified time frame that it deems necessary in order to cover the insured risk.

## Category II Environmental Damage Insurance for Underground Tanks

### Special Terms and Conditions

These Special Terms and Conditions form an integral part of the General Terms and Conditions and the Product Conditions, and supplement the Special Terms and Conditions of the Environmental Damage Insurance.

Where the provisions in Category II Environmental Damage Insurance for Underground Tanks derogate from the provisions in

Category I Environmental Damage Insurance, the provisions in Category II Environmental Damage Insurance for Underground Tanks shall take precedence.

#### Article 1 Additional Definitions

In these Special Terms and Conditions, MS Amlin applies the following definitions:

##### 1.1 The Decree

The General Rules for Establishments (Environmental Management) Decree and the accompanying Ministerial Regulation or future generally binding regulations that will replace this Decree.

##### 1.2 Underground Tank

Tank, not including a septic tank, of steel or plastic, placed wholly or partly in the ground or covered, including the connected pipes and fittings.

##### 1.3 Storage of Liquids in an Underground Tank

The storage of liquids in underground tanks, the filling of underground tanks with liquids, the removal of liquids from underground tanks, and all operations related to the storage, filling or removal of liquids.

#### Article 2 Extend of Cover

##### 2.1 Description of cover

The policy covers:

- a. the costs of remediating contamination resulting from the storage of a liquid in an underground tank,
- b. the costs and/or damage incurred by a third party as a result of the remediation operation,
- c. other damage to property of a third party, including the damage resulting therefrom, that occurred outside the insured location, provided that:
  1. the remediation works arise from contamination that directly and exclusively ensues from an emission that was directly caused by the insured underground tank(s) specified in the policy;
  2. other damage to the property of a third party arises from contamination of the soil, surface water or any underground or other water course that is the direct and exclusive result of an emission that is directly caused by the insured underground tank(s) specified in the policy;
  3. the emissions giving rise to the contamination occurred during the period of validity of the insurance;
  4. the claim for compensation under this policy has been filed within one year of the occurrence of the contamination.

##### 2.2 Insured Amount

###### 2.2.1 Limitation of amount

The insurer's obligation to pay compensation per underground tank and per location shall not exceed the insured amount stated in the policy.

###### 2.2.2 Co-insured costs

1. surveyor's fees;

The policy covers, within the limits of the insured amount:

2. costs of measures taken to prevent or minimize damage or loss;
3. costs of preventive clearance;
4. other damage to property of the insured at the insured location, arising in connection with the remediation at the insured location;
5. the insured's loss of profits, including the costs of preventing and limiting such loss. The policy covers a maximum indemnity period of 52 weeks from the time that the remediation, clearance, transport, storage, destruction and replacement of soil and/or (ground) water and/or the isolation of a contamination has actually commenced. The costs of preventing and limiting loss of profits will only be compensated to the extent that the trading loss, including these costs, will not exceed the amount that would have been incurred without the outlay of these costs. The policy does not cover fines or costs incurred following the non-performance or delayed performance of contracts, the write-off of doubtful debtors and the write-down of objects lost as a result of the emission;
6. the cost of repairing damage to paving and planting caused by the remediation operation;
7. costs that are necessary for performing the remediation works.  
MS Amlin also includes the costs of auxiliary structures;
8. the cost of repairing the damage caused by the remediation operation, demolition and/or rebuilding costs are also taken into account by MS Amlin. MS Amlin will reimburse the repair and/or reconstruction costs up to a maximum of the difference between the market value of the buildings before and after the demolition necessary in the context of the remediation operation;
9. the costs of repairing or replacing underground piping and/or cables damaged as a result of the contamination.

###### 2.2.3 Rent of the insured location

In addition to the provisions of Article 2.2.2 regarding the co-insured costs, where the insured has rented the insured location (or a part thereof), the following costs will also be insured:

1. the costs and/or damage incurred by the co-tenant(s) and/or the landlord of the insured location as a result of the remediation of the insured location;
2. other damage to property of the co-tenant(s) and/or the landlord of the insured location, including the damage ensuing therefrom that occurs within the insured location, insofar as these ensue from the remediation of the insured location.

The right to compensation of the aforementioned costs and/or damage arise only after the policyholder has confirmed its agreement to this in writing to MS Amlin.

In the context of the cover as described in Article 2.9 of Category I, 'third parties' are also understood to mean 'co-tenant(s)' and/or the 'landlord' with respect to damage suffered by them within the insured location.

#### **2.2.4 Distribution of insured amount**

If the total amount of compensation for damage exceeds the insured amount, the compensation shall be paid in the following order:

1. the costs of remediation as referred to in Article 2.1.a;
2. all other costs and damages as referred to in Articles 2.1.b, 2.1.c, 2.2.2 and 2.2.3.

#### **2.2.5 Equitable distribution of co-insured costs**

Upon reimbursement of the remediation costs, if the total sum of the other third parties' indemnity exceeds the remaining portion of the insured amount and more than one third party has suffered damage that is covered under this insurance, the claims by third parties for compensation under the policy will be reduced proportionally to the amount of the remaining portion of the insured amount.

However, if MS Amlin was unaware of the other damage suffered by third parties and paid out in good faith to a third party an amount that is greater than its due, it shall only be obliged to reimburse those other third parties up to the amount of the remaining portion of the insured amount.

### **Article 3 Additional Exclusions**

In addition to the exclusions set out in the General Terms and Conditions, the Product Conditions and the Special Terms and Conditions, the following provisions shall apply.

#### **3.1 Personal Injury**

The policy does not cover claims relating to injury or damage to the health of persons, whether or not resulting in death, including claims ensuing therefrom.

#### **3.2 Spill Losses**

Unless otherwise agreed, the policy does not cover damage caused by or in connection with the supply of motor fuels to vehicles and leaks in the dispensers.

#### **3.3 Existing Contamination**

The policy does not cover damage ensuing from, caused by, occurring in or resulting from any contamination already prevailing at the time that the baseline survey, as described in 'The Decree', is conducted.

#### **3.4 Violation of Government Regulations**

The policy does not cover damage ensuing from an act or omission that is contrary to 'the Decree', unless the insured demonstrates that this damage has no connection with or could not have been exacerbated as a result of the act or omission that is contrary to 'the Decree'.

### **Article 4 Settlement of Third Party Claims**

MS Amlin is entitled to pay compensation directly to the persons or institutions entitled thereto and to reach a settlement with these parties.

### **Article 5 Duration and Expiry of the Insurance**

In addition to the provisions in the articles Duration and Termination of the Insurance of the General Terms and Conditions, the Product Conditions and the Special Terms and Conditions of the Environmental Damage Insurance, the insurance will also end if the insured no longer has a valid KIWA installation or BRL-K903 approval certificate for tank installations (REIT) for the insured underground tank(s). In that case, MS Amlin will refund the premium over the remaining period of validity of the insurance.