



# General Terms and Conditions

(EHAV-010121)

## READER'S GUIDE:

### Cover

Our insurance policies provide cover for various risks:

article 1. and 4.

### Loss

Rights and obligations in the event of loss:

article 6. and 7.

Paying out:

article 7.

When are we not allowed to pay out:

article 2.

When are you not entitled to payment or cover:

article 5. and 8.2.

### Premium

Payment of the premium and consequences of late payment or non-payment:

article 8.

### Complaints

Procedure for complaints and disputes:

article 13.2.

### Miscellaneous

Definitions:

article 3.

Reporting changes:

article 9.

General provisions:

article 13.

A number of topics are mentioned in this reader's guide. Not all topics covered in these terms and conditions are listed. In a specific case, other provisions of these terms and conditions may be relevant. **N.B.:** always read the special conditions of the insurance policies you have taken out.

## CONTENTS:

Article 1. Order of priority	2
Article 2. Obligations of insurers on the basis of Sanction and other legislation and regulations	2
Article 3. Definitions	2
Article 4. Description of cover - general provisions	3
Article 5. Exclusions and sanctions	4
Article 6. Obligations in the event of loss, imminent or otherwise	4
Article 7. Loss adjustment	5
Article 8. Premium	5
Article 9. Amendments (in risk, premium and/or terms and conditions)	5
Article 10. Duration and cancellation of the insurance	6
Article 11. Automatic termination of the insurance	6
Article 12. Concurrence and right of recourse	7
Article 13. General provisions	7
Enclosure Clauses Sheet Terrorism Cover	8

Terms printed in *italics* in these general terms and conditions are described in article 3. (definitions).

### Article 1. Order of priority

Both these general terms and conditions and the special conditions of the relevant *insurance* apply to all *insurance*. Provisions from the special terms and conditions that contradict these general terms and conditions always take precedence over these general terms and conditions. Special clauses and/or provisions that apply to the *policy* that contradict these general terms and conditions and/or the special terms and conditions always take precedence over these general terms and conditions and/or the special terms and conditions.

### Article 2. Obligations of *underwriters* based on Sanction and other legislation and regulations

#### 2.1. Violation of sanction legislation and regulations

If *insurers* and/or *underwriters* are prohibited by national, supranational or international sanctions legislation or regulations from providing cover or making any payment or compensation, this *insurance* offers no cover.

#### 2.2. Reservation of cover and right of early termination due to FISH and CDD check

2.2.1. Based on legislation and regulations *we* and *underwriters* have a number of integrity obligations, including conducting a CDD (CDD stands for Customer Due Diligence, also known as 'know your customer'). Further, *underwriters* must pursue a responsible acceptance policy. In connection with these obligations *your* data and data of *insured person(s)* and other interested parties is checked at various times. The objectives of these checks are in compliance with sanction and other legislation and regulations, fraud prevention and risk management. *We* and *underwriters* use various public sanction lists and the database of the CIS Foundation in The Hague via the FISH (Fraud and Information System Holland) application and Compliancy Check.

2.2.2. If regular checks show that *you, the insured person(s)* or other interested parties at that time appear/appear in the aforementioned databases, the *insurance* is terminated prematurely, as further stipulated in article 10.2. of these general terms and conditions.

2.2.3. If cover is claimed on the basis of this *insurance* checks are also carried out. If *you, the insured* or other interested parties appear on the aforementioned public sanction lists at that time, there is no right to cover. If *you, the insured* or other interested parties at that time appear in the aforementioned database, there can be no right to payment.

### Article 3. Definitions

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

#### 3.1. Acute illness

A suddenly occurring and rapidly progressing *illness* where the horse is expected to *die* within 5 days after the first symptoms of the illness or this leads to death.

#### 3.2. Underwriters

Intermont Assuradeuren B.V. which acts as an authorised agent on behalf of - and at the expense and risk of - *insurer(s)*. *Underwriters* are registered in the AFM register under number: 12045811.

#### 3.3. 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*. The animal is not permanently disabled if a certain training level can no longer be achieved or maintained.

#### 3.4. Permanent infertility of a mare

The demonstrable failure of the mare to become pregnant after veterinary supervision over a period of at least 2 full breeding seasons.

#### 3.5. Fire

Incineration with fire that is able to spread on its own. N.B.: '*fire*' does not mean:

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

#### 3.6. Policy renewal date

The date on which the agreed term of the contract expires.

#### 3.7. Stud stallion

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

#### 3.8. Theft

*Theft* is referred to when someone takes away the insured horse and/or the insured object that belongs in whole or in part to another person by means of burglary, with the aim of misappropriating the insured horse and/or insured object.

#### 3.9. Veterinarian

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

#### 3.10. Death

The *death* of a horse. N.B.: the applicable category conditions are guiding for the specific cover.

#### 3.11. Trotter and racehorse

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

- 3.12. Event**  
An event that was not foreseen when the *insurance* was taken out that occurs during the term of the *insurance* causing loss.
- 3.13. Use**  
The purpose for which the horse is insured as evident from the *policy*. This can be as a *riding horse, trotter and racehorse* or *stud stallion*.
- 3.14. Lameness**  
A medically demonstrable abnormality of the horse's musculoskeletal system. The musculoskeletal system includes: the limbs, back and neck.
- 3.15. Horse's age**  
The *horse's age* which is used as the starting point for the *insurance*. The *horse's age* is increased by 1 year on 1 January each year.  
N.B.: the *horse's age* in the context of this *insurance* can therefore (for short periods) differ from the horse's real age.
- 3.16. 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.
- 3.17. Emergency slaughter**  
Putting a horse down in connection with an expected rapidly occurring *death* due to an *accident* or an *acute illness*.
- 3.18. Accident**  
A sudden external force directly acting on the body of the horse which directly causes a medically ascertainable external physical injury where the injury is visible and for which proper veterinary assistance is immediately required.  
An *accident* is understood to be a:  
a. collision, crash, lacerations and all force, when breaking out of a stable or meadow or bolting, whether or not during a transport;  
b. lightning strike in open field and electrocution;  
c. acute poisoning through ingestion of gases, vapours, liquids or solids - other than poisoning by administering of medicines or due to the penetration of allergens;  
d. drowning;  
e. malice of third parties (for example mistreatment of animals by third parties);  
f. *fire*.  
The term *accident* does not include strangulation, sprains, strains, twists and tendon disorders.
- 3.19. Policy**  
Proof signed by *underwriters* proving the insurance contract with *you*. The *policy* may also contain special clauses and/or provisions.
- 3.20. Premium**  
The amount that *you* must pay based on this *insurance*, whereby a distinction is made between:  
- **initial premium:** the (first term of the) *premium* that *you* must pay when taking out this *insurance* or in connection with an interim change to this *insurance*;  
- **follow-up premium:** the *premium* that *you* must pay when renewing this *insurance*.
- 3.21. 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.
- 3.22. Total loss**  
There is a *total loss* if payment is made in the event of *death* or sudden *death*, *emergency slaughter*, *permanent disability* or *permanent infertility*. N.B.: the applicable category conditions are guiding for the specific cover.
- 3.23. Sport horse coaching**  
A preventive form of coaching by a veterinary or therapist to avoid injuries or to detect and manage existing injuries. This coaching minimises the risk of injuries and optimises the performance level.
- 3.24. You/your**  
The policyholder, i.e. the contract party of *insurer(s)*.
- 3.25. Insurer**  
The insurance company and/or risk bearer as listed on the *policy*.
- 3.26. Insured**  
The person who is entitled to payment under the *insurance*.
- 3.27. 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.
- 3.28. Insurance year**  
A period of 12 consecutive months from the effective date as stated on the *policy* and then every year from the *policy renewal date*.
- 3.29. We/us/our**  
Hippo Horse Insurance acting as an intermediary between *you* and *underwriters* and/or *insurer(s)*.
- 3.30. Illness**  
An impairment to health from a cause other than an *accident*, age, wear and tear or disease of the musculoskeletal system.

#### Article 4. Description of cover - general provisions

- 4.1. Where does the cover apply?**  
The *insurance* unless stated otherwise in the *policy* is in force:  
- in the Netherlands, Belgium, Luxembourg and Germany;  
- in Western Europe, if the horse does not stay there for more than 30 consecutive days;  
- in Western Europe, if the horse stays there for more than 30 consecutive days, but only if written permission has been given prior to the stay;  
- outside Western Europe, but only if written permission has been given prior to this stay, regardless of the number of days the horse stays there.  
Western Europe will mean: Austria, Denmark, Finland, France, Gibraltar, Greece, Ireland, Italy, Liechtenstein, Monaco, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom.
- 4.2. When does what cover apply?**  
The *policy* shows which *insurance(s)* and the pertaining cover is or are applicable.
- 4.3. What and when is paid out?**  
If a claim occurs, the maximum insured amount stated on the *policy* is paid out or the *insured* is reimbursed for the costs incurred - if the *policy* shows that these are covered. N.B.: what and when exactly is paid out is determined in the applicable special conditions.

## Article 5. Exclusions and sanctions

### 5.1. Exclusions

#### 5.1.1. Nuclear reactions

There is no right to payment in the event of a claim caused by an atomic nuclear reaction. An 'atomic nuclear reaction' is: any nuclear reaction that releases energy, such as nuclear fusion, nuclear fission or artificial and natural radioactivity, radioactive radiation.

#### 5.1.2. 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.

#### 5.1.3. 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.

#### 5.1.4. Destruction by order of the government

There is no right to payment for destruction ordered by the government.

#### 5.1.5. Doping and similar substances

There is no right to payment in the case 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.

#### 5.1.6. Inherent defect

There is no right to payment if there is loss caused by an inherent defect of the horse. 'Inherent defect' in any case means: technical riding problems, character errors and behavioural disorders.

#### 5.1.7. Epidemic

There is no entitlement 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*.

#### 5.1.8. Experimental treatment

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

#### 5.1.9. 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 you demonstrate that there is no direct connection between this other use and the loss.

#### 5.1.10. Acts of war and similar situations

There is no right to payment if there is a claim that has arisen or been aggravated due to (directly or indirectly) a *act of war* situation or similar situations such as actions of foreign powers, invasion, nationalisation, war, revolution, riots, rebellion, strikes and hostilities.

#### 5.1.11. Natural disasters

There is no right to payment in the event of a claim caused by flooding, 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.

#### 5.1.12. Intent/recklessness/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 by instigation by you, *insured* or interested parties to the *insurance*. 'Negligence' in any case means: incorrect or insufficient care for the horse and the failure to provide timely veterinary care.

#### 5.1.13. Claims arising before the commencement date, during a waiting period or suspension of *insurance*.

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

- before the effective date of the *insurance* or
- during the waiting period of the *insurance* (see the special conditions for this) or
- during a period when the *insurance* is suspended in connection with non-payment as referred to in article 8.

### 5.2. Loss of right to payment

5.2.1. Any right to payment lapses if you, *insured* and/or another interested party(parties) do/does not comply with an obligation to report, communicate, inform or cooperate as described in 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.

5.2.2. Any right to payment lapses if you, *insured* and/or and other interested party(parties) do not comply with an obligation to report, communicate, 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.

#### Example:

Pursuant to article 6. you may not make incorrect acknowledgements. For example, you have taken out third party *insurance* and your neighbour has suffered loss where he thinks that your horse caused this while you do not know what happened. You may not acknowledge that your horse caused the loss. If you do then you lose your right to payment.

You also lose your right to payment for example if you are not honest about what happened; if you change amounts on purchase invoices; if you claim more than the loss suffered or if you re-submit a rejected claim.

**N.B.:** these are just examples for clarification. Many other examples are conceivable.

## Article 6. Obligations in the event of imminent or other loss

If there is a possibly covered claim you, the *insured* and/or another interested party or parties have the following obligations:

- not to make incorrect acknowledgments (**N.B.:** you therefore are not allowed to comment on, among other things, whether there is any liability or culpability and whether there is a right to payment);
- to ensure that the claim (this is, in any event, the case if the horse exhibits signs of *illness* or *lameness* or has had an *accident*) is reported as soon as possible, but within 24 hours by e-mail, letter or telephone to us. A telephone report must always be confirmed to us in writing;
- as soon as the horse exhibits signs of *illness* or *lameness* or has had an *accident* to immediately consult a *veterinarian* and always to follow the instructions of the *veterinarian* and to do everything that can lead to the horse's recovery;
- if the *veterinarian* refers the horse to a specialist or a specialist clinic, to report this to us as soon as possible, but within 24 hours (**N.B.:** if we receive this notification only after the specialist has started treatment, it may be that the *insurer(s)* has/have been harmed in a reasonable interest and your right to payment lapses);
- if the *veterinarian* considers *emergency slaughter* necessary, you must report this to us as soon as possible, but within 24 hours (**N.B.:** if we only receive this notification after the *emergency slaughter* has been carried out, it may be that *insurer(s)* has/have been harmed in a reasonable interest and your right to payment lapses);
- if the horse dies, to report this to us as soon as possible, but within 24 hours (**N.B.:** if we not receive this notification immediately, it could be that *insurer(s)* has/have been harmed in a reasonable interest and your right to payment lapses);

- if the horse dies - if we consider this necessary - to have an autopsy 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 there;
- to report *theft*, embezzlement and any other criminal offence to the police as soon as possible (abroad, the report must be made locally) and to send proof of the report to us as soon as possible;
- to report all details regarding the claim to us as well as possible and truthfully answer all questions asked;
- to follow instructions given by us and/or the experts designated by us;
- to afford *your* full cooperation with the loss adjustment and investigations, you give us permission to inquire of the person who is treating or has treated the horse;
- to refrain from anything that can harm *our* interests or interests of *underwriters* and/or *insurer(s)*;
- to do everything reasonably possible to prevent or reduce loss or its consequences.
- within a reasonable period, but no later than 3 months after the claim is reported, to provide us with all information and documents that may be necessary for the assessment of the payment obligation of *insurer(s)*. (N.B.: the later you submit documents, the more difficult you make it for us to assess the payment obligation. This can mean that *insurer(s)* has/have the right to reduce the payment by the loss that it/they suffers/suffer as a result of the late notification or that the right to payment lapses if *insurer(s)*' reasonable interest has been harmed by the late notification.)

You help quick claim settlement by:

- ensuring that the claim forms we require are completed correctly and as completely as possible and as soon as possible, however, within 3 months after the claim is sent to us;
- sending us original invoices including accompanying treatment forms/patient reports/certificates as soon as possible (no later than 3 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 *insured* and other interested parties fulfil/fulfil their obligations as stated above.

## Article 7. Loss adjustment

The loss adjustment follows per chosen *insurance* from the applicable special conditions. In addition, the regulations in this article apply.

### 7.1. Permission for euthanasia

Our permission to end the horse's life does not imply the obligation to pay out.

### 7.2. Right to takeover and possible reduction of payment

7.2.1. 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 2 options:

- we have the horse picked up where the transport costs are for *our* account and any slaughter yield is for *our* benefit;
- if the animal is not fit for human consumption, euthanasia follows and we reduce the value for the loss minus the residual value and any additional costs for euthanasia of the animal.

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

- the welfare of the horse is paramount;
- the horse must always remain *your* property;
- the horse may no longer be used in any competition context;
- the horse may no longer be insured with any company;

We 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 a third party.

In addition, you owe us a repurchase fee to be determined. This repurchase fee is in any case at least:

- EUR 700 for a horse with a stick measure of 1.58 metres or higher or
- EUR 500 for a pony with a stick measure of less than 1.58 metres, and a maximum of 50% of the insured amount.

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

7.2.3. 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*.

## Article 8. Premium

### 8.1. Payment of premium

You must pay the *premium*, the policy costs and any insurance tax in advance. The *initial premium* must be paid within 30 days of the date of the first premium invoice. The *follow-up premium* must be paid no later than the premium due date.

### 8.2. Non-payment, lapse of insurance cover

8.2.1. If you do not or refuse to pay the *initial premium* at the latest on the 30<sup>th</sup> day after the date on which the first premium invoice is dated, no cover will be provided. N.B.: no reminder is required for this.

8.2.2. If you may pay the *premium* in instalments and you do not pay an instalment or do not pay on time, then the total amount of the instalments not yet due will become fully due and payable at once.

8.2.3. If from a communication from you it should be inferred that you will not pay the *follow-up premium* (on time), the cover will be suspended for all events that take place or have taken place after the premium due date. In that case *underwriters* can also terminate the *insurance* immediately.

8.2.4. If you do not pay the *follow-up premium* or an instalment for it or not on time, the *insurance* is terminated or cover suspended for all events that take place or have taken place after the premium due date. This only occurs after you have been reminded without result after the premium due date, stating the consequences of the non-payment, to pay the total outstanding *follow-up premium* (including instalments not yet due) within a period of 14 days, calculated from the day after the reminder.

8.2.5. If you do not pay the total outstanding *follow-up premium* (including the instalments not yet due) within the period of 14 days, calculated from the day after the reminder, you owe extrajudicial collection costs.

8.2.6. Despite termination of the *insurance* or suspension of cover, you are obliged to pay the unpaid *premium*.

8.2.7. If the *insurance* has not been terminated, but has been suspended, cover will not take effect again until the day after we receive the unpaid *premium* in full, including statutory interest and extrajudicial collection costs. In case of payment in instalments, this means that all unpaid instalments, including statutory interest and extrajudicial collection costs, must be paid in full.

## Article 9. Amendments (to risk, premium and/or conditions)

### 9.1. En bloc review

9.1.1. *Insurer(s)* have the right to review the *premium* and/or the terms and conditions of an en bloc review for similar insurance policies. An en bloc review always applies to a group of insurance policies and is applied, for example, if the *premium* is no longer sufficient to cover the risk.

9.1.2. You will be informed in writing of the en bloc review in advance.

9.1.3. 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 terminate the *insurance* on the day on which the amendment takes effect. You have this right in any case also up to one month after the amendment has been communicated to you.

- 9.1.4. If several *insurances* have been taken out, the right to cancel exists only for that *insurance*, to which the announced en-bloc review relates.
- 9.1.5. The possibility of cancelling the *insurance* by you does not apply if:
- the amendment of the *premium* and/or conditions ensues from statutory regulations or provisions that have a direct relationship with and consequences for this *insurance*;
  - the change is only to your benefit (which is the case if the change is a reduction in the *premium* with the same cover or an extension of the cover with the same *premium*) or;
  - the amendment of the *premium* directly ensues from provisions on the *policy* and/or in these general terms and conditions and/or the applicable special terms and conditions.

## 9.2. Risk change

- 9.2.1. You are obliged to report a possible risk change to us as soon as possible after the time at which 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 and stud stallion.
- N.B.:** pursuant to article 5.1.9. 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.
- 9.2.2. In case of a risk change both *underwriters* and you have the possibility to cancel this *insurance*, taking into account a notice period of 2 months.
- 9.2.3. In case of a risk change *underwriters* have the right to amend 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. You have this right in any case also up to 1 month after the amendment has been communicated to you.
- N.B.:** a risk change is not automatically covered by insurance cover. A risk change is not covered by the insurance cover 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.

## 9.3. Premium change

- 9.3.1. The *premium* is based, among other things, on the horse's age and the horse's value.
- 9.3.2. 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.
- 9.3.3. As of the year in which the horse's age is set at 20 years, the *insurance* (basic insurance including any health cover) per *policy renewal 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.
- 9.3.4. 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:

For example, if as of 1 March 2019 *insurance* is taken out for a horse born on 16 April 2005. We set the horse's age with effect of the *insurance* at 14 years old. The *insurance* is entered into for 1 year. The *policy renewal date* is therefore 1 March 2020. As of 1 January 2020, the horse's age for this *insurance* is already set at 15. The horse's age affects the *premium*. That *premium* will be changed on 1 March.

## Article 10. Term and cancellation of the *insurance*

### 10.1. Term of the *insurance*

- 10.1.1. The *insurance* starts on the date listed on the *policy*.
- 10.1.2. This *insurance* is taken out for the period indicated on the *policy* and will be continued for the same period and under the same conditions, unless the *insurance* has been terminated by one of the parties in good time before the expiry of that period. The cancellation must be in writing (for you this means by letter or e-mail), taking into account a notice period of 2 months before the end of the period stated on the *policy*.
- 10.1.3. Once the *insurance* has been renewed, the *insurance* can always be cancelled in the meantime at any time by you. The cancellation must be made by letter or e-mail, taking into account a notice period of 1 month.

### 10.2. Interim termination by giving notice

- 10.2.1. The *insurance* can be terminated prematurely in writing with immediate effect, if by or on behalf of you, the *insured* or the person(s) entitled to payment has/have failed to fulfil the obligations arising from these general terms and conditions, applicable special terms and conditions and/or from the law with the intention of misleading *insurer(s)* and/or *underwriters*.
- 10.2.2. If you have violated your duty of disclosure when entering into the *insurance* with the intent to mislead *insurer(s)* or *insurer(s)* with knowledge of the true state of affairs would not have entered into the *insurance*, by or on behalf of *insurer(s)* the *insurance* can be cancelled immediately in writing. You can terminate the *insurance* immediately by letter or by e-mail within 2 months after a breach of the duty of disclosure has been invoked by or on behalf of *insurer(s)*.
- 10.2.3. In addition to specific cases referred to above in the general terms and conditions or in applicable special terms and conditions, the *insurance* can be cancelled by one of the parties, taking into account a notice period of 2 months in writing (for you this means by letter or e-mail) in the following cases:
- within 30 days after a payment has been made under the *insurance* - other than a payment because of total loss - or rejected;
  - you apply for a moratorium on payments or moratorium of payments is granted;
  - you are declared bankrupt;
  - you make an appeal to the Debt Restructuring (Natural Persons) Act and/or this act is declared applicable to you;
  - a FISH or CDD check shows that you, the *insured* or other interested parties appear in a relevant database or on a public sanctions list.
- 10.2.4. In case of another, specifically mentioned ground for termination in this *policy*, a notice period of 2 months must always be taken into account, unless another term is stated.

### 10.3. Policyholder's death

In the event of the policyholder's death, the *insurance* continues. Both the heirs of the policyholder and *underwriters* in that case have the right within 9 months after they became aware of the death to terminate the *insurance* prematurely, taking a notice period of 1 month into account.

## Article 11. Automatic termination of the *insurance*

### 11.1. Automatic termination

- 11.1.1. The *insurance(s)* ends/end 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.
- 11.1.2. On sale or transfer of ownership of the insured item the *insurance* ends automatically on the date of the transfer of ownership. **N.B.:** you must inform us in writing about the sale or transfer of ownership of the insured item. **N.B.:** 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 entitled party must apply for new *insurance* himself. **N.B.:** if the new owner applies to us for new *insurance* if the claim history gives cause to do so, we may refuse the *insurance* or make a different proposal to the new owner.

## Article 12. Concurrence and right of recourse

### 12.1. Concurrence

If *you* or the *insured* has another insurance policy that also entitles *you* to payment, 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 cover 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.

## Article 13. General provisions

### 13.1. Notices/address/choice of domicile

13.1.1. Notices from *us* and/or *underwriters* and/or *insurer(s)* to *you* and/or the *insured* can be legally sent to the last address known to *us* of the respective addressee.

13.1.2. All notices and/or other correspondence from *you* and/or the *insured* to *underwriters* and/or *insurer(s)* should be directed to *us*.

13.1.3. For the performance of the *insurance* and all that ensues from this, the *insurer(s)* explicitly chooses/choose domicile at the address of Hippo Horse Insurance.

### 13.2. Disputes

#### 13.2.1. Complaints procedure

Complaints related to this *insurance* and its performance or the preceding application can be submitted in the first instance to:

- the management of Hippo Horse Insurance,  
P.O. Box 2300, 5202 CH Den Bosch, The Netherlands.

*Underwriters* prefer complaints to be submitted by letter or by e-mail (info@hippo.horse).

If the complaint has not been resolved in accordance with the complainant's wishes, the complaint can, where applicable, be submitted to:

- Klachteninstituut Financiële Dienstverlening (Kifid),  
P.O. Box 93257 2509 AG The Hague, The Netherlands.

13.2.2. Disputes in connection with this *insurance* are submitted to the competent court, unless the parties agree on another manner of conflict resolution, for example mediation or arbitration.

### 13.3. Applicable law

Dutch law applies to this *insurance*.

### 13.4. Privacy statement

More information about our Privacy statement can be found at [www.HippoHorseInsurance.com](http://www.HippoHorseInsurance.com).

### 13.5. Terrorism

This *insurance* is always subject to the latest version of the 'Clauses sheet for terrorism cover with the Dutch Terrorism Risk Reinsurance Company (the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. ('NHT'))', if and insofar as the *insurer(s)* is/are affiliated with the NHT. The applicable clauses sheet is attached to these general terms and conditions as an appendix.

## Article 1 Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

### 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 Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of 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 - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### 1.2 Malevolent contamination:

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### 1.3 Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or - if such has manifested itself - to minimise the consequences thereof.

### 1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.] (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1.1, 1.2, and 1.3, may be ceded.

### 1.5 Insurance contracts:

- Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

### 1.6 Insurers authorised in the Netherlands:

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

## Article 2 Limitation of the cover for the terrorism risk

- If and insofar as, subject to the descriptions contained in articles 1.1, 1.2 and 1.3, and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:
  - Terrorism, malevolent contamination or precautionary measures,
  - Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which had been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.
- The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.
- Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
  - loss or damage to immovable property and/or the contents thereof;
  - consequential loss due to loss of or damage to immovable property and/or the contents thereof,shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.

For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.

For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group company(y)(ies) together shall be regarded as one policyholder, irrespective of which group company(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

## Article 3 Payment Protocol NHT

- The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has had at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.
- The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.
- Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3.1 in this respect towards the insurer.
- The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of the Clauses sheet.

This Clauses Sheet was filed with the Chamber of Commerce in Amsterdam on 23 November 2007 under unaltered number 27178761.