

General Terms and Conditions

Accident insurance

For horse riders/carers of horses

(OP 2009)

TABLE OF CONTENTS:

Definitions	: Article 1.
Description of the cover	: Article 2.
Extensions of the concept of accident	: Article 3.
Exclusions	: Article 4.
Reporting of an accident	: Article 5.
Obligations and penalties	: Article 6.
Payments	: Article 7.
Premium	: Article 8.
Final provisions	: Article 9.

This is a literal translation of the original Dutch version of the policy conditions, the latter being the only one binding in case of any disputes arising.

DEFINITIONS

Article 1.

In these terms and conditions, the following terms shall solely have the following meanings:

1.1. Insurers

W.A. Hienfeld B.V. and/or other parties jointly underwriting the insurance.

1.2. Nuclear reaction

Any nuclear reaction involving the release of energy, such as nuclear fusion, nuclear fission, artificial and natural radioactivity, and radiation.

1.3. Beneficiary

The natural person or body corporate entitled to receive the payment to be made on account of this insurance according to the policy (endorsement). If payment to the spouse, children or heirs is involved, this is understood as meaning, respectively:

- the spouse at the time of the accident;
- children with a legal familial relationship with the insured person, as well as descendants of predeceased children having a legal familial relationship with the insured person in the case of inheritance by right of representation; the way the amount of the payment is shared out among them shall be determined according to the legal provisions;
- persons who, by virtue of the appointment of an heir or pursuant to the law, have part entitlement to the estate, this being taken to include their heirs and residuary devisees and legatees; the way the amount of the payment is shared out among them shall be determined according to the legal provisions.

1.4. Permanent disablement

Permanent total or partial functional loss of any limb or organ.

1.5. Acts of war

Armed conflict, civil war, insurrection, civil commotion, riot and mutiny. These six types of acts of war, as well as their definitions, form a part of the text lodged by the Association of Insurers at the clerk of the court's office at the court in The Hague on 2 November 1981.

1.6. Accident

A sudden, unwanted, extraneous, immediate and violent impact on the insured person's body, which immediately causes physical injury to be solely ascertained on objective medical grounds, that immediately results in death or permanent disablement.

1.7. Premium

The amount that the policyholder has to pay in order to gain entitlement to a payment, whereby a distinction is made between:

- initial premium: applies to the policy and/or in relation to an interim change in the insurance;
- follow-up premium: comes into being in the event of tacit renewal.

1.8. Insured person

The person in the case of whose death as a result of an accident, or in the case of whose permanent disablement as a result of an accident, any payment is made.

1.9. Policyholder

The party entering into the contract with the insurers.

DESCRIPTION OF THE COVER

Article 2.

2.1. Territorial limits of the insurance

The insurance has effect throughout the world.

2.2. Insurance cover

The insurance only covers accidents befalling a maximum of one unnamed person, who lawfully (with permission):

- was riding the horse described in the policy or was mounting or dismounting it;
- was near or in the vicinity of the horse described in the policy during respectively (medical) care and grooming (feeding, brushing, treatment, examination, shoe care, etc.), cleaning of the stable/box, walking of the horse to, into or out of the stable/box or the means of transport used to transport the horse,

provided that the policyholder, insured person and/or next of kin/successors and assigns have made a reasonable case, for the benefit of the insurers, in arguing that the victim complied with the above stipulations at the time of the accident.

2.3. Scope of the cover

- a. payment of the insured amount in the event of death resulting from an accident covered by the insurance;
- b. payment of the insured amount, at the most, in the event of permanent occupational disablement resulting from an accident covered by the insurance. The amount of the payment shall depend on the degree of disablement.

2.4. Extra cover for plastic surgery

If, in relation to distortion, deformity or disfigurement resulting from an accident covered by the insurance, treatment by a plastic surgeon offers, according to the latter's appraisal, a reasonable chance of improvement thereof or recovery therefrom, the insurers shall reimburse the costs associated with the operation or treatment in an outpatients' department, prescribed medicines, dressings and other medicines, as well as hospital nursing costs, provided this treatment occurs within two years of the date of the accident, up to a maximum of 10% of the insured amount in the case of permanent disablement, subject to a maximum of EUR 5,000 per accident. If the insured person is also entitled to a payment in respect of medical expenses, this payment in respect of medical expenses shall be deducted from the extra payment referred to in this article.

Another condition for eligibility for this payment is that the insured person should be able to derive rights from a primary medical expenses insurance policy, or similar provision, contracted in the Netherlands. This insurance only offers a so-called excess or supplementary cover for the costs incurred insofar as these are not covered under the conditions of the primary medical expenses insurance policy or similar provision, or are not reimbursed under the primary medical expenses insurance policy or similar provision as a result of a reimbursement ceiling or a voluntary excess. The obligatory excess in the basic provision is not reimbursed. Without prejudice to the above, there is no entitlement to reimbursement of the aforementioned costs if these are covered, in whole or in part, by another insurance policy, irrespective of whether the latter predates this policy, or would have been covered by this other insurance if this policy had not existed, or if a liable third party is ordered to pay these costs.

2.5. Increased payment

If an insured person dies or suffers permanent total disablement further to an accident whilst rescuing (or attempting to rescue) the horse described in the policy from the stable/box/trailer, in the event of fire, explosion or lightning, the insurers shall increase any payment made by 50%.

2.6. More than one victim

If a number of people are victims of the same accident, the insured amounts will be proportionately reduced.

EXTENSIONS OF THE CONCEPT OF ACCIDENT

Article 3

In consideration of the definition given in Article 1, the concept of accident is also deemed to embrace:

3.1. Complications

Complications or worsening of the injury caused by the accident as a direct and exclusive result of the medical treatment rendered necessary by the accident.

3.2. Post-accident pathogens

Infection of the wound or blood poisoning by the ingress of pathogens, provided this is directly related to an accident covered by the insurance which has previously befallen the insured person.

3.3. Incorrect medical treatment

Incorrect medical treatment, provided this is directly related to an accident covered by the insurance which has previously befallen the insured person.

3.4. Ingestion of substances

The acute and unintentional ingestion of solid and/or liquid substances or gasses or vapours that are harmful for the health (not viruses and bacterial germs), which directly leads to physical injury to be established medically, resulting in death or permanent disablement, with the exception, however, of the ingestion of medicines, narcotics, sleep-inducing drugs or stimulants.

3.5. Acute poisoning caused by medicines

Acute poisoning caused by medicines obtained on doctor's prescription, provided the insured person has kept to the dose prescribed by the doctor.

3.6. Infection following an involuntary fall

Infection caused by germs or an allergic reaction, albeit only if this infection or reaction is a direct consequence of involuntarily falling into water or into any other substance, or is the result of moving in this substance in an attempt to rescue a person, an animal or an item of property.

3.7. Infections

Infection by cowpox, anthrax, foot-and-mouth disease, *Sarcoptes* scabies, trichophy, and Bang's disease.

3.8. Suffocation, etc.

Suffocation, drowning, frostbite, sunstroke, heat stroke, being overcome by the heat, as well as the sudden and unintentional development of a sprain, dislocation, strained muscle/tendon and/or torn muscle/tendon.

3.9. Exhaustion, etc.

Exhaustion, starvation, extreme thirst, sunburn, and other physical injury, provided these are the direct result of deprivation or some misfortune.

3.10. Accident further to rescue

Accident that occurs during the rescue or attempted rescue of the horse described in the policy.

3.11. Injury inflicted by the horse

Death or permanent disablement occasioned by the horse described in the policy.

3.12. Sports accident

Accidents befalling the insured party during participation in equestrian sports, including competitions and the training for these, provided this occurs on the basis of a hobby/leisure activity and the insured person generates virtually no professional income therefrom.

3.13. Whiplash

Cervical (or lumbar) acceleration/deceleration injury of the spinal column (post whiplash syndrome) possibly with neuro-psychological and/or vestibular abnormalities, this in consideration of Article 7.2.3.

3.14. Post-concussion syndrome

A series of complaints occurring after concussion, in a more or less pronounced form, this in consideration of Article 7.2.3.

EXCLUSIONS

Article 4

No right to payment exists in respect of.

4.1. Intention

Accidents that occur on account of the intention or recklessness of, with the consent of, or through provocation by the policyholder, the insured person, the beneficiary/beneficiaries, or an interested party/parties in the insurance.

4.2. Suicide

Accidents that occur further to (attempted) suicide, self-mutilation or deliberate recklessness.

4.3. Criminal offence

Accidents related to or occurring during a criminal offence committed by the insured person or participation by the latter in such an offence, or an attempt to this end, including participation in fights.

4.4. Risky enterprise

Accidents that occur as a result of or during a risky enterprise, unless this risky enterprise was reasonably necessary with a view to the correct performance of the insured person's profession or lawful self-defence or the rescue of himself/herself, other people, animals or property or an attempt to this end.

4.5. Allergic reactions

Allergic reactions insofar as these are not the result of an accident covered by the insurance or the extensions defined in Articles 3.1, 3.3 and 3.6.

4.6. Use of alcohol or similar agents

Accidents caused by being in an evident state of drunkenness, or being under the influence of narcotics, stimulants or other such agents, including soft and hard drugs.

4.7. Muscle, nerve or joint disorders

Lower back pain, lumbago, inflammation of the tendon sheath, whiplash, tennis elbow, golfer's arm, hernia (rupture) and hernia nucleipulposi and the consequences thereof.

4.8. Acts of war

Accidents occurring in a situation characterised by acts of war, unless the accident occurred within fourteen days of the outbreak of the acts of war in a country other than the Netherlands or the country in which the insured person is resident, and the insured party was caught unawares thereby.

4.9. Nuclear reactions

Accidents caused by a nuclear reaction, unless this nuclear reaction is created with a view to medical treatment of an accident covered by the insurance.

4.10. Accident further to illness

Accidents occurring as a result of illness, ailment or infirmity on the part of the insured person.

4.11. Medical treatment

Accidents arising from a medical treatment that the insured person has undergone, unless this treatment is directly connected with an accident covered by the insurance that had previously befallen the insured person.

REPORTING OF AN ACCIDENT

Article 5.

5.1. Reporting in the event of death

In the event of an insured person's death, the policyholder, beneficiary and/or interested party in the insurance is/are obliged to ensure that the insurers are notified thereof in writing (by e-mail or fax) or by telephone as quickly as possible, and in any case at least 36 hours before the burial or cremation, and to make a statement to the best of their ability concerning all the details of the death and the accident that befell the insured person.

5.2. Medical examination and autopsy

The policyholder and/or beneficiary and/or interested party is/are obliged to provide the physician appointed by the insurers and/or the person/persons authorised by the insurer with all co-operation in respect of any medical examination that may be necessary (including a possible autopsy, laboratory examination and exhumation) into the origin of the accident and/or the cause of death. They shall be obliged to answer the questions put to them truthfully and to the best of their ability. The policyholder and/or beneficiary and/or interested party is/are obliged to see to it, to the best of their ability, that the burial or cremation of the insured person does not take place until the insurers have given their permission to this end.

5.3. Missing person and disappearance

In the event of an insured person going missing or disappearing, the policyholder and/or beneficiary and/or interested party is/are obliged to notify the insurers thereof as quickly as is reasonably possible. Right to payment remains intact if it is plausible beyond reasonable doubt that the insured person died as a result of an accident covered by the insurance. The insurers may require that a statement of (presumptive proof of) death, as referred to in Article 1.412 *et seq.* of the Civil Code, be submitted. Article 5.2 is correspondingly applicable, where relevant.

5.4. Reporting in the event of permanent disablement

In the case of an accident that could lead to entitlement to a payment on account of permanent disablement, the policyholder and/or insured person is/are obliged to notify the insurers of the accident as soon as possible, and at the latest within three months of the accident occurring. If the accident is reported later than this, there may nonetheless be a right to payment, provided it is demonstrated to the insurers' satisfaction that:

- the insured person suffered an accident covered by the insurance;
- the permanent disablement is a direct consequence of this accident;
- the consequences of this accident are not magnified by disease, ailment or infirmity or an abnormal physical condition/mental make-up;
- the insured person has in all respects followed the instructions of the doctor treating him/her.

OBLIGATIONS AND PENALTIES

Article 6.

6.1. Obligations of the insured person

If the insured person meets with an accident, the insured person or alternatively the assign(s) shall be obliged:

- to notify the insurers of this within the relevant period, as laid down in Article 5.4;
- to place himself/herself under medical treatment as quickly as possible, and to remain under treatment if this is reasonably necessary, and to follow uninterruptedly the instructions given by the doctor attending to him/her;
- in any case to let himself/herself be examined by a physician appointed by the insurers, or be admitted for observation in a hospital or institution designated by them, either in the Netherlands or elsewhere, at the insurers' expense;
- to provide the physician appointed by the insurers with all information deemed necessary by the insurers (or to see to it that this is furnished), and to provide all co-operation in the retrieval of medical data for the benefit of the insurers' medical adviser;
- to answer all questions put by the expert(s) appointed by the insurers truthfully and comprehensively, and not to withhold any facts or circumstances that could be important for establishing the degree of the permanent disablement;
- to notify the insurers of complete or partial recovery as quickly as is reasonably possible;
- to give the insurers the possibility of carrying out a medical examination as referred to in Article 5.2.

6.2. Obligations of the policyholder

If the insured person meets with an accident, the policyholder shall be obliged

- to notify the insurers of this within the relevant period, as laid down in Articles 5.1. to 5.4;
- to make every endeavour to ensure that the insured person meets the obligations listed in Article 6.1 above;
- to provide the insurers with more details, if so requested, showing that the party for whom or by whom payment is being claimed was insured at the time of the accident, and to offer the insurers the possibility of verifying the information.

6.3. Loss of entitlement to payment

Any entitlement to payment lapses:

- if the policyholder and/or the insured person have/has failed to meet one of the obligations listed under Articles 6.1 to 6.3, unless he/she can demonstrate that he/she cannot reasonably be reproached for this shortcoming and that the insurers' interests have not been damaged on this account;
- if legal action has not been instituted before the competent court in Amsterdam by writ of summons served on the insurers within six months of a request for (greater) compensation having been refused by the insurers;
- if a dispute as referred to in Article 9.7.1 has not been brought before arbitrators within three months of the insurers having adopted a definitive standpoint regarding the degree of permanent disablement;
- after a period of five years has elapsed since the date of the accident, unless a legal action or arbitration proceedings has/have been commenced;
- if the next of kin do not give the insurers the opportunity to have a medical examination carried out, as referred to in Article 5.2.

6.4. Prescription

A legal action against the insurers to have them ordered to make a payment becomes void by prescription once three years have elapsed since the beginning of the day on which the insured person became aware of the right to claim this payment.

If the insurers have dismissed a legal action, this legal action becomes void by prescription after six months.

PAYMENTS

Article 7.

7.1. In the event of death

If an insured person dies as a result of an accident, the insurers shall pay the relevant insured sum to the beneficiary/beneficiaries, or – if this has been agreed with the policyholder – to the policyholder. Insofar as is necessary, this claim on the part of the beneficiary/beneficiaries or policyholder, by way of a departure from Article 6.83 of the Civil Code, shall first become payable fourteen days after the insurers have at their disposal their medical adviser's (final) report and all medical and other data that are reasonably necessary for a correct assessment of the right to a payment.

7.1.1. Disablement benefit already paid

All amounts already paid on account of permanent disablement with relation to the same accident are deducted from the benefit. In the event of these payments on account of permanent disablement having exceeded the insured amount in the event of death, the difference does not have to be refunded to the insurers as having been unduly paid.

7.1.2. No beneficiary

The right to payment lapses if it transpires that there is no beneficiary (or beneficiaries) in the event of the insured person's death. Should the insured person not have any heirs within the meaning of Article 4.879 of the Civil Code, the benefit payment pursuant to this insurance shall under no circumstances fall to the Kingdom of the Netherlands, or be made available for the settlement of the insured person's debts.

7.1.3. No transfer

A claim for payment to which a beneficiary is entitled vis-à-vis the insurers in respect of payment in the event of death may not be transferred to third parties.

7.2. In the case of permanent disablement

If an insured person becomes disabled as result of an accident, the insurers shall pay at most the relevant insured amount, to the beneficiary or – if this has been agreed with the policyholder – to the policyholder. Insofar as is necessary, this claim on the part of the beneficiary/policyholder, by way of a departure from Article 6.83 of the Civil Code, shall first become payable fourteen days after the insurers have at their disposal their medical adviser's (final) report and all medical and other data that are reasonably necessary for a correct assessment of the right to a payment.

7.2.1. Means of establishing the degree of disablement

The degree of permanent disablement shall be established by the insurers on the basis of the report drafted by the medical expert and (if necessary) other experts designated by them.

7.2.2. Point in time when the degree of disablement is established

The degree of permanent disablement is established as soon as an unchanging situation is involved, according to medical judgement, but shall in any case be ascertained within three years of the date of the accident, unless agreed otherwise.

At the end of this period of three years, or any other period agreed, the degree of permanent disablement shall be determined on the basis of the disablement apparent at that time.

If the degree of permanent disablement has been established, changes occurring thereafter shall not give rise to any entitlement to claim additional payments or to claim back payments already made.

7.2.3. Disablement scale

When (medical) experts establish the degree of disablement, the disablement percentages applicable in the event of total loss or

permanent total unserviceableness of the parts of the body/organs listed in the disablement scale below are those given respectively after each part of the body/organ:

- visual system	100%
- hearing in one ear	30%
- hearing in one ear if pursuant to this policy payment has already been made on account of loss of hearing in one ear	20%
- hearing in both ears	50%
- auricle	5%
- nose	10%
- sense of smell, taste or both (partial loss of the sense of smell, taste or both is not regarded as disablement)	10%
- thumb	25%
- index finger	15%
- any other finger	10%
- hand up to the wrist joint	70%
- arm up to the shoulder joint	75%
- big toe	10%
- any other toe	5%
- leg up to the knee joint	55%
- leg up to the hip joint	70%
- spleen	5%
- kidney	20%
- lung	25%
- total functional loss of the pancreas	70%
- total loss of speech	35%
- full set of natural teeth	2.5%

albeit up to a maximum of EUR 12,000.00

(no payment will be made in the event of loss of less than 50% or in the case of partial damage. A full set of teeth is understood to mean 28 to 32 teeth. A set of natural teeth is understood to mean natural teeth and/or non-removable false teeth.)

- complete loss of the integrated complex higher brain functions as a result of traumatic damage to the brain

100%

- complete loss of the use of language as a result of traumatic damage to the brain

90%

- post-concussion syndrome

0-8%

- spinal column with total loss of the typical spinal column action and motor function without neurological symptoms

75%

- cervical (or lumbar) acceleration/deceleration injury of the spinal column without objectively demonstrable neurological/neuropsychological paroxysm symptoms and/or objectively demonstrable vestibular abnormalities

0-8%

7.2.4. Partial loss

In cases involving partial loss or partial unserviceableness of one or more of the parts of the body or organs listed in the above disablement scale, the payment percentage is set in proportion to the percentages mentioned above, in consideration of the standards laid down in the most recent version of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association (AMA), supplemented by the guidelines of the Dutch associations of specialists.

In the case of loss or permanent unserviceableness of more parts of the body or organs, the percentages are added up and/or combined.

7.2.5. Establishment of degree of permanent disablement in other cases

In the event of total or partial loss or unserviceableness of parts of the body or organs not listed in the above disablement scale, the degree of permanent disablement is established by (medical) experts according to the appraisal values applicable at that time, or according to the standards laid down in the most recent version of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association (AMA), supplemented by the guidelines of the Dutch associations of specialists, with no account being taken of the insured person's profession.

7.2.6. Maximum

For one and the same accident the total amount paid out shall not be more than the maximum amount for permanent total disablement mentioned in the policy schedule, without prejudice to the provisions of Article 2.5.

7.2.7. Payment of interest

If the degree of permanent disablement still cannot be established after a period of two years after the accident, the insurers shall pay simple interest of 6% per year on the amount eventually to be paid out, from the 730th day after the accident was reported.

For the rest, this claim – insofar as is necessary, by way of a departure from Article 6.83 of the Civil Code – shall first become payable fourteen days after the insurers have at their disposal their medical adviser's (final) report and all medical and other data that are reasonably necessary for a correct assessment of the right to a payment.

7.2.8. Influence of disease, ailment or infirmity

If a disease, ailment or infirmity that predated the accident or came into being after the accident but independently thereof, has an adverse effect on the accident outcome or the degree of permanent disablement, the payment made in respect of this accident shall not be greater than would have been the case had the insured person not suffered from this disease, ailment or infirmity.

A worsening of a pre-existing disease due to an accident does not as such give entitlement to a payment, unless such a worsening involves a difference in the degree of permanent disablement in a comparison of the situation before and after the accident. Existing (functional) loss of any part of the body or organ also leads to a proportional reduction in the degree of permanent disablement after the accident in the field of payment.

7.2.9. Influence of psychological reaction(s)

When establishing the degree of permanent disablement, account is never taken of the psychological reaction to the accident and/or to the physical injury and/or permanent disablement caused thereby, although the aforesaid psychological reaction could itself, to some extent, result in permanent disablement.

7.2.10. Influence of death

If an insured person dies after an accident for reasons other than this accident, the permanent disablement is established on the grounds of the insured person's condition as this would probably have been established definitively on the basis of medical reports in the event of a final medical condition having been attained had the individual not died.

7.2.11. Establishment of disablement in the Netherlands

If a victim is not resident in the Netherlands, the insurers shall be entitled to have any possible permanent disablement established in the Netherlands, according to Dutch standards.

7.3. Payment and discharge

Payment of the benefit is effected within fourteen days of receipt by the insurers of a form, customarily used by the insurers and duly signed by the beneficiary, in which full settlement and discharge are granted to the insurers.

The insurers have the right to have the payment effected via the intermediary. If the insurers have made payment to the intermediary, they have discharged vis-à-vis the person entitled to payment, provided that the amount the insurers were due to pay the person entitled to payment is indeed paid to the latter, but nonetheless in any case insofar as the person entitled to payment is availed of the payment made to the intermediary.

With regard to temporary incapacity for work, the insurers are authorised to pay advances on the insured amount.

PREMIUM

Article 8.

8.1. Payment of the premium

The policyholder is obliged to pay the premium and costs in the form of payment in advance. The amount payable should be paid at the latest on the premium due date.

8.2. Non-payment, extinction of insurance cover

If the policyholder fails to pay or refuses to pay the initial premium at the latest on the thirtieth day after receipt of the request for payment, no cover is granted for any occurrences that have taken place thereafter, without any further notice of default being necessary.

Unless the insurers are forced to deduce from a communication from the policyholder that the latter will fail to pay the follow-up premium, the insurance will be terminated or the cover will be suspended once the policyholder has been ordered, after the premium due date and with a mention of the consequences of non-payment, to pay the follow-up premium within a period of fourteen days, commencing on the day after the payment demand, and this order to pay has been to no avail.

Despite the suspension or termination of the cover, the policyholder remains obliged to pay the amounts payable, plus (extra-judicial) collection charges.

The insurance will take effect again on the day following the day on which the insurers receive the amounts payable.

8.3. Premium refund

Only in the case of this insurance being terminated prematurely for the reasons described in Article 9.1 shall the current premium be reduced in fairness.

FINAL PROVISIONS

Article 9.

9.1. En-bloc revision

The insurers have the right to review the premium and/or conditions accordingly in the framework of an en-bloc review of similar insurance policies, and to adapt this insurance to the new premium and/or conditions at any time.

The insurers will notify the policyholder of the en-bloc revision in writing beforehand. Up to thirty days after the adaptation date, the policyholder shall have the right unilaterally to terminate the insurance, if the intended adaptation were to lead to a higher premium and/or more disadvantageous conditions for him/her. In this case the insurance shall come to an end on the day of cancellation.

If the insurance relates to several groups of insured persons specified in the policy, the authorisation to terminate exists only for those groups to which the intended en-bloc revision relates.

9.2. Term of the insurance

This insurance is contracted for the period stated in the policy and is tacitly renewed on each occasion for the same period and under the same conditions, unless the insurance is terminated in the form of a written notice to terminate the insurance, served by the insurers or by the policyholder subject to a period of notice of at least two months in respect of the date indicated in the policy.

9.3. Premature termination

The insurance may be terminated prematurely, in writing, if an incorrect presentation of matters regarding the insured risk was deliberately given by or on behalf of the policyholder, the insured person or the beneficiary/beneficiaries, or if the obligations laid down in Articles 6.1 and 6.2 have deliberately been violated. In this case a period of notice of two months shall be taken into consideration. If one of the parties involved in this contract, including the person(s) entitled to payment, have acted with the intention of misleading the other, the parties shall be entitled to

terminate the insurance, in writing, with immediate effect.

The insurance may be terminated prematurely by the policyholder, in writing, in accordance with the provisions of Article 9.1.

9.4. Termination of the insurance

The insurance comes to an end automatically:

- immediately upon the death of the horse;
- on the first renewal date on which the horse described in the policy definitely no longer resides in the Netherlands and/or Belgium;
- termination of the horse insurance connected with this insurance.

9.5. Address

Notifications by the insurers to the policyholder and/or the insured person may legitimately be sent to the last known address that the insurers have for them, or to the address of the policyholder's intermediary or representative, through whose intermediary services this insurance runs.

9.6. Order of rank

If, as evidenced by the policy schedule, one or more special clauses have been stated to apply to this insurance, these clauses shall always take precedence in cases where they are at variance with the General Terms and Conditions governing this insurance.

9.7. Disputes

9.7.1. Disputes concerning the degree of permanent disablement

Disputes solely relating to the establishment by the insurers of the degree of permanent disablement or the reports by medical experts and (if necessary) other experts on which the establishment of permanent disablement is based, shall be solely subject to a decision by an arbitrator or a college of three arbitrators, to the exclusion of the civil courts.

Each of the arbitrators to be appointed should be registered as an expert/medical specialist in the register of the KNMG (the Royal Netherlands Medical Association) and be resident and perform his/her professional duties in the Netherlands.

If the parties are not in agreement as to the appointment of one or

three arbitrators, each party has the right unilaterally to request the President of the Amsterdam District Court to appoint three arbitrators. The appointment of experts thus made by the president of the court shall then be binding on the parties.

Arbitrators shall decide at the highest level and their decision shall be binding on the parties. The costs of the arbitration shall be borne equally by the two parties, unless the arbitrators decide that the costs of the arbitration should be borne in full by the party declared to be in the wrong.

9.7.2. Other disputes

In respect of disputes other than those referred to in Article 9.7.1, including disputes on the (scope of) the insurance cover, the explanation of the insurance conditions and the existence of an obligation to make a pay-out, the court in Amsterdam has sole jurisdiction.

9.7.3. Complaints settlement

Complaints stemming from this insurance contract or the application for insurance preceding it, can be sent to:

- the management of W. A. Hienfeld B.V.
P.O. Box 75133, 1070 AC Amsterdam
- the Office for Complaints in the Financial Services Industry (KiFiD)
P.O. Box 93257, 2509 AG Den Haag

9.8. Applicable law

This insurance contract is governed by Dutch law.

9.9. Registration of personal data

The personal data provided when an application is made for an insurance policy, when an insurance policy is amended, or on the occasion of notification of a claim, are processed by W.A. Hienfeld B.V. for the purpose of contracting and/or performance of the insurance contract and/or any financial settlement(s) relating thereto, and management of the relations arising therefrom, including the prevention and combating of fraud.

The code of conduct for the "Processing of Personal Details in Financial Institutions" is applicable to this processing of personal details. The full text of the code of conduct can be consulted at the information centre of the Association of Insurers, P.O. Box 93450, 2509 AL Den Haag, or at www.verzekeraars.nl.