

General Conditions



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01. GENERAL	The General Conditions and the Specific Conditions of your insurance complement each other. The information you provided us and the conditions should be considered as a whole. Based on this we came to an agreement with you. Do you wish to change this agreement? Notify us in time!
02. WHICH INFORMATION DID WE USE FOR THE INSURANCE AND WHAT DO WE PRESUME?	As policy holder you need to have filled out the application screen on our website correctly and truthfully. We can verify your information and ask for additional information or possible additional statements. Our insurance is founded on trust. This is why we presume that you: • Will treat your own possessions and those of other persons with conscientiously and carefully • You supply us with honest information • Within reasonable limits do everything in your power to avoid damage or loss.
03. WHEN DOES YOUR COVERAGE START?	 The commencing date of your coverage is stated in your policy. As of that moment your coverage has taken effect. Your coverage is effective during the period mentioned in the policy. Your coverage is limited to damage incurred after this moment. For every agreed period we send you a digital invoice. Are we not able to collect the first premium from your account? In that case you were never insured. Have you decided you don't want to close the insurance anymore? In that case you are legally allowed to resign within 14 days.



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04. WHAT ARE YOU COVERED FOR?	All insurances have Specific Conditions. These mention in which cases we do and in which cases we don't pay out. The insurance covers the possessions and persons you filled out on the application screen. Your policy and/or the Specific Conditions list the maximum amounts we compensate. There you will also find the deductible amount and the amounts you still need to pay by yourself when you incur damage. Did something happen before the commencing of the insurance, which caused damage when the insurance was already effective? In this case we won't compensate this damage. Because in this case it was already certain that you would incur this damage before you closed the insurance.
05. WHERE IS THE COVERAGE EFFECTIVE?	The Specific Conditions of your insurance lists the countries where the insurance is effective. This may differ for each insurance.
06. WHAT ARE THE REGULATIONS CONCERNING PAYMENT OF PREMIUMS?	 Down here you can verify the situations that influence your insurance and our agreements concerning payment. 6.1 Premium Calculation In case of a commencing date before day 15 in a given month, we calculate a part of the premium until the first day of the next month. If the insurance commences later than day 15 of the month, we calculate the premium for the current month together with the complete next month.
	• Do you pay monthly? Then we will retain the premium at the beginning of each quarter. If you pay for a year, we will retain the complete premium.

6.2 Payment of Premium

- You have to settle each due period by means of automatic transfer from your account, as agreed when you closed the insurance. You see to it there are enough funds in your account to cover the premium.
- When we pay out, we will deduct all due premiums you still have to pay.

6.3 Default of payment

- Is your payment late? Then you will initially receive a reminder and a collection letter.
- Have you still not paid 2 weeks after we sent the collection letter? In that case you are not covered anymore starting the next day. We will not compensate your damage anymore.
- Are you late to pay the very first premium or the first premium after a mutation of your insurance? In that case your insurance expires automatically as of the 30th day after your payment was due. In that case you will not receive an initial reminder.

6.4 Regulations

• You have to keep paying your premium until you cancel the insurance. Also if your previous payment was late.



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06. WHAT ARE THE REGULATIONS CONCERNING PAYMENT OF PREMIUMS?	 Do you pay your premium in parts and did you skip some parts? Then you are only covered after settling all partial payments. Have you settled all premiums you still had to pay and have we received this money? Then you are covered again as of the next day. But exclusively for damage incurred afterwards.
	 6.5 Reimbursement You wish to cancel the insurance, for example because you sold your car or home? Then we will refund the premium that covers the period you already paid for. But only starting from the moment you ended or changed the insurance. Therefore you have to see to it to end the insurance in time. As long as you don't cancel the insurance yourself, you have to keep on paying your premiums.
	We will never restitute premiums following a damage or in case of concealment, intentional damage, malversation and/or cheating.
07. IN WHICH CASE ARE YOU ALLOWED TO CHANGE YOUR INSURANCE?	You can change your insurance anytime. We will then do a new assessment of your information in the same way as for a new insurance. Your premium may increase or decrease or the conditions may change. If we are not able to cover you anymore, we will notify you immediately.
	ATTENTION: Do you change the insurance while you already incurred
	damage? In this case the previous conditions apply.
08. IN WHICH CASE ARE YOU ALLOWED TO CHANGE YOUR PREMIUM AND CONDITIONS?	damage? In this case the previous conditions apply. We are always allowed to change the premium or the conditions of your insurance. If we do this, we will let you know 30 days in advance. Do you not approve of our changes? In that case you can cancel the insurance. The insurance will then end at your request. We will refund the remaining premium.
ARE YOU ALLOWED TO CHANGE YOUR PREMIUM AND	We are always allowed to change the premium or the conditions of your insurance. If we do this, we will let you know 30 days in advance. Do you not approve of our changes? In that case you can cancel the insurance. The



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09. WHEN DOES YOUR INSURANCE END?	 As consequence of a claim. For example if your damage is conspicuous or if you claims are more frequent than regular. until one month after your claim. or within a month after settling the claim. But for reasons related to handling of the claim. For example if you didn't cooperate to attend the claim. If you don't pay the premium or you pay late. And we have reminded you repeatedly. We will then send you an e-mail to end your insurance.
	We will always send you an e-mail and a registered letter to inform you we
	canceled your insurance.
	-This mail states the date your insurance expires.
	9.3 The insurance ends automatically
	The insurance will end automatically in the following cases:
	• If you are going to live abroad for more than 6 months. You have to notify us of this as soon as possible.
	• If the insured object had so much damage it could not be mended anymore.
	Or if the value of the insured object was lower than the expenses to repair it.
10. WHAT DO YOU NEED TO DO WHEN YOU INCUR DAMAGE?	General obligations : Did you suffer damage we have to compensate? Or a third party has demanded you to pay for damage? Then you have to comply with the following agreements.
	• You have to notify us as soon as possible of any damage.
	• See to it your premium has been paid on time.
	 You have to provide all information as soon as possible. For example:
	- If someone demands you to pay for a damage.
	- Summons to appear before a judge.
	- Prosecution documents.
	- You are not allowed to say anything that may indicate we have
	to cover the damage.
	- You are not allowed to promise that we will cover the damage.
	• You have to provide all information that might be important to assess who is
	responsible as soon as possible, even if we have not asked for this information. • If we request this, you have to write and sign a report about the damage. This
	report has to list the reasons of the damage, the specification of the damage and the amount of the damage.
	• You have to give your cooperation with everything we do to handle the
	claim. And you are not allowed to do anything that may be detrimental to us.
	Whenever possible, you need to limit and prevent the damage.
	• There are times you need to make a statement to the police as soon as possible.
	For example if you suffered damage due to theft, vandalism, robbery or some
	other crime. But also in case of a collision on land or sea, or loss of things. You
	always need to send us the original proof of statement.



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11. IN WHICH CASE WILL YOU NOT BE COMPENSATED?	 11.1 When you don't comply with regulations You will not be reimbursed if you don't comply with regulations. And if this is detrimental to us. Neither will you be reimbursed if you were not sincere with us. Or if you have not provided the correct information. 11.2 When you wait for more than one year to claim You have to notify us of damage within one (1) years after you were aware of the damage. If not, you will not be compensated. We don't compensate your damage, or we only compensate your damage partially? In this case we will announce by certified mail that we have disapproved your claim.
12. DO YOU HAVE MORE INSURANCE?	Have you incurred damage? And you are covered elsewhere too for this damage? In this case you need to notify us immediately of the nature of this other insurance.
	We will only give compensation in case there is no other way for you to get your damage paid. If you have more coverage of your damage, you need to approach the other insurance first to have your damage compensated. You have to do this first thing, even if there are existing laws or other regulations that oblige payment for your damage.
13. WHEN YOU CEDE THE INSURED PROPERTY	The only possessions you can insure are those you own yourself or those owned by your family members. You ceded something that is insured? Maybe you gave it away as a present? The insurance will end automatically in 30 days.
	13.1 You passed away
	Did you pass away? And your heirs transfer something you insured to another owner?
	In this case your heirs have to notify us immediately (change of title).
	As of this moment, the insurance does not cover you anymore, but instead the new proprietor of the goods you insured.
	The new proprietor can notify us by e-mail to end the insurance. Or apply for a new insurance.
	We are also allowed to send a notification to end the insurance.
	 We can do this within 3 months from the moment we became aware that you passed away.
	• In this case the insurance will not end before 2 months after this message.
14. IN WHICH CASE WE DO NOT PAY.	We will not compensate damage caused deliberately, by organized violence (also called molestation), an atomic reaction or terrorism. According to these General Conditions with your insurance, we will not compensate damage in the following cases.



ATTENTION: The Specific Conditions with your insurance lists the cases we do not compensate. Or the cases we do compensate. The Specific Conditions have preference before the General Conditions. The Specific Conditions lists these situations.

14.1 Intentional damage

We will not compensate damage caused by your own fault while you were aware of what you were doing. For example when you knew you did something that probably could cause damage. Or when you knew you could have prevented damage but you didn't.

14.2 Organized violence.

We do not compensate damage by organized violence (also called molestation):

- A conflict between countries or groups using military weapons.
- Civil war. We refer to organized violence between residents of a country involving a big segment of residents.
- A rebellion. This refers to organized resistance against the government of a country.
- Interior disturbances. These refer to organized violent operations in several parts of the country.
- Commotion. This refers to an organized violent group acting against the government.
- Mutiny. This refers to an organized violent operation by members of for example the armed forces. The operation is aimed at the command.

14.3 Atomic reaction

We do not compensate any damage caused by an atomic reaction. It doesn't matter how the reaction originated.

An atomic reaction is for example nuclear fission or radioactivity.

14.4 Damage by terrorism

A terrorist act refers to an act, including but not limited to, use of power or violence and/or menace thereof, committed by any person or group(s) of persons, solely or in name of or in conjunction with any organization(s) or government with political, religious, ideological or similar intentions, including the intention to influence some government or community, or to terrify some part of the community.

15. IN WHICH CASE DO WE PAY?	This is stated in the Specific Conditions with your insurance.
16. MAKE SURE YOUR ADRESS IS UP TO DATE	When we need to notify you of something, we will do this by e-mail or in exceptional cases by mailed letter. That is why you need to make sure we have your correct e-mail and living address. We will send messages to your last known e-mail address.



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17. OF WHICH CHANGES DO YOU NEED TO NOTIFY US?	 Changes in method of construction, roofing, construction, destination (for example renting out), contents (new addition/extension) or use of the home. Changes of one or some of the data mentioned in the policy, including change of address, contact information, postal and or risk address, etc. Change of risk address must be reported within 30 days after the day of the move. Transfer of the insured object to another owner or tenant Vacancy of the home (or a part of the home considered unattached) for an expected period of over 2 months When you become owner of the home instead of tenant, or the opposite. Alsowhen you purchase your rented home. Unauthorized persons occupy the house or part of the house. For example illegal occupation.
	When you notify us of the mentioned changes within the stipulated period, we will notify you as soon as possible about continuation. The changes may bring about changes of conditions and/or premium or termination of the insurance. When you don't notify us of the change, the outcome may be that we do not compensate your damage if our interests have been adversely affected.
18. DOU YOU HAVE COMPLAINTS?	We have a conflict concerning our agreements or these conditions? Then the court will assess who is right. These agreements and conditions are ruled by Dutch law.
	Do you have a complaint concerning this contract? In this case you can contact us. Send your e-mail to: service@bsurearuba.com.
	You can also send us a letter:
	Caribbean Mercantile Bank N.V. Insurance Division L. G. Smith Boulevard 124 Oranjestad, Aruba
19. WHAT DO WE MEAN BY	To preserve the clarity of the text, we use some concepts. We use them in all conditions pertaining to your insurance. The concepts have more meaning compard to when they are used in daily life. That is why we want to elaborate on them. Below you can find the discriptions.
	You The insured person. This may be the person who closed the insurance, but also anyone who according to the conditions is covered by the insurance.
	Other/Others The persons who according to the conditions are not covered by the insurance, but are involved with the damage or the damaged possession.



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19. WHAT DO WE MEAN BY	We/us BSure, the insurance label of Maduro & Curiel's Insurance Services N.V. and the insurance company mentioned in the policy that covers your hazards.
	Event An incident causing damage that happens during the duration of the coverage. If this incident happens before the expiration date or end date, the company will compensate the damage for a covered incident originating during this period, in the same way as an incident that happened completely within the coverage duration of the policy.
DISCLAIMER	Great care has been taken in translation of these general conditions. However, in the event of any discrepancy between the English translation and the original Dutch version, the latter shall prevail and be binding upon parties.



SANCTION LIMITATION AND EXCLUSION CLAUSE -NR 1000

- 01. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions in national or international laws or regulations
- 02. Excluded from insurance are the (financial) interests of individuals, companies, governments and other entities in respect of which the insurer(s) is (are) not allowed to insure those interests in accordance with national and international law or regulations.
- 03. Excluded are damage and/or loss to items of property in which may not be traded under national or international law or regulations