Disclosure obligations in Northern Europe

Navigating legal and regulatory expectations
Insurance Group · 2026 Webinar Programme

Lead Partner	**Kim van Zummeren, Belgium**
Panel Members	**Oskar Van de Weijer, The Netherlands** **Thomas Maur, Germany** **Lars Albert Jøstensen, Norway**

Speakers

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Kim van Zummeren
Counsel
Belgium



Oskar Van de Weijer
Partner
The Netherlands



Thomas Maur
Partner
Germany



Lars Albert Jøstensen
Partner
Norway

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Agenda

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The case study
NorthLog Group

A logistics group with warehouses across Northern Europe, insured under a local policy, an excess layer and a group master policy.

01

Local policy
€10m property cover, local insurer, local law. Same insurer writes the liability cover

02

Excess layer
€10m xs €10m, another local insurer, same law, follows the local wording

03

Master policy
Group lead insurer, English law; tops up local cover

04

People
Local CFO negotiates and signs local cover; Group Risk Manager the master. One broker places all



02

The facts

Placement

Sprinklers The broker fills in the proposal form; the CFO signs it: no sprinkler problems in the last 12 months. The pump was in fact down for nine weeks – the warehouse manager knew, the CFO did not.

Fire brigade The fire brigade ordered extra fire walls. The CFO sent the report to the broker, who never passed it on. The form did not ask about it.

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Placement

What must be disclosed – and whose knowledge counts?

	Belgium	The Netherlands	Germany	Norway
Facts not asked about (fire brigade)	Must be volunteered – a questionnaire widens the duty, it does not replace it (art. 58 Ins. Act)	Spontaneous duty – but not for facts a questionnaire omits, save intent (art. 7:928 BW)	Not required: only questions asked in text form count (s. 19 VVG)	Answer the questions, and volunteer "special circumstances" (s. 4-1 ICA)
Warehouse manager knew, CFO did not (sprinklers)	Readily available company knowledge counts: likely attributed	"Ought to know" covers what the organisation knows (?)	Depends on his role in handling the risk: likely attributed	Insured bears the risk of those acting on its behalf
Broker kept the report (fire brigade)	**All four:** the broker acts for the insured – what it fails to pass on counts against the insured, not the insurer.			
D&O: one director knows	Attributed to the company; severability clauses are market practice	Attributed to the policyholder, incl. what covered directors know (severability clauses market practice)	Attributed to company and all insureds; severability clauses avoid this	Attributed to the policyholder, incl. what covered directors knew

03

The facts

After placement and at renewal

Batteries From March 2025, lithium-ion batteries are stored on a quarter of the floor. Nobody tells the local insurers. The policies renew tacitly, without questions.

Engineer The local insurer's risk engineer, visiting for the liability renewal, notes the batteries. Property underwriting and the excess insurer are not told.

Master At the master renewal, the Group Risk Manager tells the master lead insurer. Nobody tells the local insurers.

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After placement and at renewal
The insured's duty

	Belgium	The Netherlands	Germany	Norway
Tacit renewal, no questions (batteries)	Same contract continues: no new duty. New contract or wider cover: duty applies again (art. 58 Ins. Act)	No new duty – unless renewal questions are asked (art. 7:928 BW)	No duty – unless the insurer asks or re-underwrites (common in D&O, cyber)	Duty applies at every renewal, even an automatic one
Risk increases mid-term (batteries)	Report if significant, lasting and more probable (art. 81 Ins. Act)	No statutory duty – only under a risk-change clause	Must not increase the risk; must notify an increase (ss. 23 ff. VVG)	No duty to report – only a duty to correct; safety rules in the policy

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After placement and at renewal
What does the insurer know?

	Belgium	The Netherlands	Germany	Norway
Report sits with another department (engineer)	Likely the insurer's knowledge: one legal entity (art. 58 Ins. Act)	Likely the insurer's knowledge; supports a waiver argument	Same as Belgium and the Netherlands	Same as Belgium and the Netherlands
Does the excess insurer know what the local insurer knows? (engineer)	Separate entity: not automatic – the wording decides	Not automatic: information received and clauses decide	Not automatic – unless, e.g., the same agent placed both layers	Wording decides; starting point: no
Only the master lead was told (master)	Not the local insurer's knowledge – unless fronting or information-sharing arrangements	Not the local insurer's knowledge – unless information sharing / attribution is agreed	Not automatic; notice to the lead alone will usually not suffice	No clear legal authority. Most likely not the local insurer's knowledge – unless fronting or information-sharing arrangements

04

The facts

The loss

Fire February 2026: fire in the battery zone, €16m loss. The local insurer is told within two days; the excess insurer five months later.

Underwriting rules The local insurer's dated rules: batteries would have been declined; the sprinkler history means +30% premium. It reacts two months after its adjuster's report.

24-month clause The policy says: after 24 months, the insurer will not rely on non-fraudulent non-disclosure. The fire is in month 25.

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The loss
Can the insurer refuse or reduce?

	Belgium	The Netherlands	Germany	Norway
If the insurer alleges fraud	Nullity – intent must be proven on all facts (art. 59 Ins. Act; Cass. 17 May 2024)	No payment and immediate termination; high threshold	Withdrawal with retroactive effect	No liability; may also end other contracts (ss. 4-2, 4-3 ICA)
No fraud: what remedy? (underwriting rules)	Proportional payment; premium refund if it would never have insured (art. 60 Ins. Act)	Proportional, on the insurer's terms, or nil if never insured (art. 7:930 BW)	By fault: withdrawal, retroactive terms or cancellation for the future (s. 19 VVG)	Discretionary reduction, 0–100% (s. 4-2 ICA)
Must the undisclosed fact have caused the loss?	No causal link required – but only the cover whose premium was affected is reduced	Often the case, but not by definition	Yes – the insured may prove it played no role	No – but the course of events is a factor

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The loss

Deadlines, late notice and the 24-month clause

	Belgium	The Netherlands	Germany	Norway
Insurer's deadline – it reacted two months after its adjuster's report	One month from knowledge to amend or terminate: too late (art. 60 Ins. Act)	Two months to notify the breach (art. 7:929 BW): borderline	One month to act in writing (s. 21 VVG): too late, save fraud	Without undue delay (s. 4-14 ICA); up to three months has been accepted
Excess insurer told five months late (fire)	Reduction only for proven prejudice (art. 76 Ins. Act)	Reduction only for the insurer's prejudice (art. 7:941 BW)	Fault and causation decide (s. 28 VVG)	Report without undue delay (s. 4-10); claim forfeited if not reported within one year (s. 8-5 ICA)
Contracting out (24-month clause)	Rules mandatory, also for large risks (art. 56 Ins. Act): validity of this pro-insured clause debated	As a starting point: valid	Semi-mandatory: valid; large risks may deviate further	Mandatory unless large risk; likely valid save fraud (untested)

05

The facts

Post-loss procedure

Documents NorthLog sues and asks for the adjuster's internal report and the underwriting guidelines. The insurer asks for the sprinkler logs and NorthLog's emails with the broker.

Broker NorthLog brings the broker into the proceedings.

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Post-loss procedure
Who must produce what?

	Belgium	The Netherlands	Germany	Norway
Starting point	Duty to cooperate; court can order documents (art. 8.4 CC; art. 877 Jud. Code)	Claim to inspect specific data (art. 194 Rv, since 2025)	Only identified documents – no fishing (s. 142 ZPO)	Duty to assist; orders for specific documents (Dispute Act)
Adjuster's internal report (documents)	Not confidential: production ordered (Ent. Court Antwerp, 2025)	Starting point: can be ordered	Rarely ordered; narrow contractual claim to technical facts	Can be ordered if relevant
Underwriting guidelines (documents)	If relied on, in practice to be produced	Starting point: can be ordered	Insurer must substantiate; production orders rare	Can be ordered; trade secrets may be protected
Insured's logs and broker emails (documents)	Can be ordered; lawyer correspondence protected	Starting point: can be ordered	Must disclose the facts (s. 31 VVG); no general duty to hand over lawyer or broker correspondence	Can be ordered; lawyer correspondence protected
Bringing in the broker (broker)	Join the broker; 5-year limitation (cf. Cass. 30 Sep 2024)	Third-party claim; statutory and contractual time bars	Third-party notice; findings bind the later recourse case	Possible. limitation period is three years with an additional one-year period allowed from date of knowledge. Third-party notice also possible.

Q&A

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