

# **Insurance policy terms and conditions Limited comprehensive company motor vehicle insurance**

**These conditions only apply if they are expressly referred to on the policy schedule.**

**Version: 2019**

## Contents

|          |  |          |
|----------|--|----------|
| <b>1</b> | <b>SCOPE OF THE COVER</b>                  | <b>3</b> |
| 1.1      | INSURED SUMS                               | 3        |
| 1.2      | INSURED RISKS                              | 3        |
| 1.3      | VEHICLE RECOVERY, MONITORING AND TRANSPORT | 3        |
| <b>2</b> | <b>CLAIM SETTLEMENT</b>                    | <b>3</b> |
| 2.1      | COMPENSATION                               | 3        |
| 2.2      | PROPORTIONALITY                            | 3        |
| <b>3</b> | <b>EXCLUSIONS</b>                          | <b>3</b> |
| <b>4</b> | <b>WAIVING RIGHT OF RECOURSE</b>           | <b>4</b> |

## 1 Scope of the cover

### 1.1 Insured sums

The maximum insured sum for the motor vehicle is the sum stated on the policy schedule behind 'Extra'.

The insured sum is based on the current market value of the motor vehicle, including additions and changes including image and/or audio equipment – to a maximum value of € 1,000 - as submitted by the policyholder.

### 1.2 Insured risks

The insurance policy covers the policyholder against damage to or loss of the motor vehicle – or parts thereof – due to:

- a. fire, stroke of lightning, explosion or short circuit;
- b. breakage of one or more of the motor vehicle' windows, including sunroofs, not in combination with other damage to the motor vehicle except by glass splinters from the broken windows, even if an inherent defect of the motor vehicle is the cause;
- c. joyriding with or theft of the motor vehicle – or parts thereof – or forced or attempted forced entry to the motor vehicle;
- d. fraud or unlawful appropriation of the motor vehicle by parties other than the policyholder;
- e. an external calamity occurring during the time that the policyholder did not have access to the motor vehicle as a result of the events referred to under c and d;
- f. collision with birds, wildlife or stray animals, however only if the damage is caused by that collision;
- g. storm (understood to mean wind speed of 14 metres per second, wind force 7 or higher), flooding, tidal wave, hail, avalanches, falling rocks, earthquake, landslide, volcanic eruption;
- h. riots (but not including hooliganism and vandalism);
- i. contact with aircraft or parts thereof;
- j. an external calamity occurring during the time that a haulage company is responsible transporting the vehicle by another means of transport.

Compensation for damage due to the causes stated in this section do not affect the no-claim bonus scheme.

### 1.3 Vehicle recovery, monitoring and transport

In the event of damage covered by the insurance policy, unless otherwise specified in the terms and conditions, the insurer will pay the cost of vehicle recovery, essential security

and, if the motor vehicle cannot be driven, transport of the motor vehicle to the nearest repairer.

## 2 Claim settlement

### 2.1 Compensation

The insurer will pay compensation up to the amount of the insured sums:

- a. in the event of damage to the motor vehicle, only the repair costs;
- b. the difference between the value of the motor vehicle immediately before and after the damage occurred, if the cost of repairs will exceed that difference;
- c. in the event of loss of the motor vehicle, the value of the vehicle immediately before the incident. If compensation is settled on the basis of total loss (in a technical sense), the insurer reserves the right to transfer ownership of the motor vehicle to a party it designates.

Compensation of the damage will not take place until the policyholder has handed over all parts of the vehicle registration certificate to the insurer.

In the event of theft, joyriding, fraud or unlawful appropriation, the policyholder can only claim compensation if the motor vehicle cannot be recovered within 30 days after reporting the incident to the police.

During this period the insurer is authorised by the policyholder to reclaim the motor vehicle from the person found in possession of the motor vehicle. On acceptance of the compensation, the policyholder is obliged to transfer the property ownership rights relating to the compensated motor vehicle to the insurer.

### 2.2 Proportionality

If in the event of damage the insured sum transpires to be lower than the current value of the motor vehicle had immediately prior to the incident, compensation will only be paid in proportion to the insured sum to that current market value.

## 3 Exclusions

The insurer is not liable to pay compensation if:

- 3.1 Damage is caused while participating in speed trials or races;

- 3.2** damage is caused while the motor vehicle was being used for:
- rental (including leasing);
  - transport of persons for payment (not including private transport in return for a contribution towards the costs);
- 3.3** damage is caused while the actual driver of the motor vehicle:
- is disqualified from driving a motor vehicle by a court ruling;
  - does not hold a driving licence valid in the Netherlands for the motor vehicle category, unless the driver – has failed to renew the driving licence but is still entitled to drive, or – has passed the driving test less than 3 months prior to the incident but the required driving license has not yet been issued;
- 3.4** an insured person has failed to fulfil one of the obligations in the event of an incident stated in Article 4 of the standard terms and conditions;
- 3.5** at the time of the incident, the driver of the motor vehicle was under such influence of alcoholic beverages and/or any intoxicating or stimulating drug or medicinal product that they could not be deemed able to drive the vehicle properly;
- 3.6** with regard to a replacement motor vehicle, another insurance policy can be invoked, from an earlier date or otherwise;
- 3.7** the damage was caused while a trailer, semi-trailer or other object was attached to the motor vehicle (other than a motor vehicle for which a driving licence B and/or BE is permitted).

The exclusions stated under 3.1 to 3.5 do not apply to an insured person who can demonstrate that the circumstances referred to occurred outside their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

#### **4 Waiving right of recourse**

The insurer waives its right of recourse to the compensation it has paid to:

- the driver and passengers authorised by the policyholder,
- the employer of the persons referred to under 4.a if he/she is liable for them, unless an exclusion applies.