

Policy terms and conditions Machine breakdown insurance

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About Hoeksche Waard Assuradeuren

Your Extended Warranty - Machinery Breakdown Insurance is arranged by Hoeksche Waard Assuradeuren, W.F.T. nr. 12041216.

Hoeksche Waard Assuradeuren is part of Van den Hartigh Holding N.V. / S.A. and its operating offices are located at Biezenvijver 7, 3297 GK Puttershoek, The Netherlands.

Hoeksche Waard Assuradeuren, Coverholder at Lloyd's.

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of business.

Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. Lloyd's insures the majority of FTSE 100 and Dow Jones industrial average companies.

Lloyd's enjoys strong financial security supported by excellent ratings. Visit www.lloyds.com for more information.

CERTIFICATE OF INSURANCE

Unique Market Reference:	[TBC]
Certificate No:	[TBC]
Insurer:	Certain underwriters at Lloyd's
Insured:	[TBC]
Financier:	
Interest:	Machinery Breakdown Insurance
Equipment:	[Full Description] Make / Model: [TBC] Manufacturing Year: [TBC] Vehicle Identification Number: [TBC]
Period of Insurance:	From: Twelve (12) months after [TBC] 2018 local standard time in the Netherlands (being the date the Insured first takes delivery of the Equipment) To: The earlier of: (i) thirty six (36) months after the Insured first takes delivery of the Equipment (local standard time in the Netherlands); (ii) seven thousand five hundred (7,500) hours usage after the Insured first takes delivery of the Equipment; (iii) the sale or transfer of ownership of the Equipment; or (iv) total loss.
Limit of Liability:	EUR [Purchase Price of Equipment]
Excess:	EUR 500 per occurrence / per claim No Excess shall be applied in the event of a total loss
Policy Territory:	The Netherlands
Claims Administrator:	Broadspire [TBC] Warenarburg 1 2907 CK Capelle ann den IJssel The Netherlands Tel: +31 88 453 58 90 (vincenttalle@broadspire.nl) Fax: [TBC] Email: Machineryclaims@broadspire.nl
Governing Law and Jurisdiction of the Policy:	Dutch law and the exclusive jurisdiction of the Dutch Courts
Policy Terms and Conditions:	The terms and conditions which govern this Policy are available at [TBC]
Date of Issue:	[TBC]

INTRODUCTION

This Policy is made up of the following:

1. the Certificate of Insurance which sets out details, including the Insured, the Equipment, the Limit of Liability and the Excess;
2. this document, including its terms, conditions, limitations, exclusions and all other provisions;
3. any endorsement(s) attached (when applicable); and
4. all other information provided by or on behalf of the Insured in connection with this insurance.

The Insured should read this Policy carefully to ensure that it is in accordance with its requirements and that it understands its terms, conditions, limitations, exclusions and any endorsement(s).

How to contact us:

Hoeksche Waard Assuradeuren
Biezenvijver 7
3297 GK Puttershoek
The Netherlands

Tel: +31 (0)78 67690 00

Email: info@hoekschewaardassuradeuren.nl

CHANGES BY US

We may vary non-essential details in this Policy at any time by giving you at least thirty (30) days written notice.

Your cover is changed due to legislative or regulatory changes which are outside our control, then we may not be able to give you thirty (30) days' notice.

DEFINITIONS

Act of Terrorism shall mean an act including, but not limited to, the use of force or violence and / or the threat thereof of any person or group(s) of persons (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) committed for political, religious, ideological or similar purposes. This definition shall include acts performed with the intention to influence any government and / or to put the public or any section of the public in fear.

Certificate of Insurance shall mean the certificate which shall detail the name of the Insured, the Equipment Insured, the Limit of Liability and the Excess.

Claims Administrator shall mean the company appointed by the Insurer to manage claims under this Policy, specified as such on the Certificate of Insurance.

Equipment shall mean new agricultural and construction equipment identified on the Certificate of Insurance.

Financier shall mean the financier, if any, specified as such on the Certificate of Insurance.

Insured shall mean the insured stated in the Certificate of Insurance.

Insurer shall mean certain underwriters at Lloyd's.

Limit of Liability shall mean the monetary limit of the Insurer's liability as stated in the Certificate of Insurance.

Machinery Breakdown shall mean a breakdown of the Equipment as a result of structural defects, processing errors, installation faults, material or casting faults and design failures of the Equipment.

Period of Insurance shall mean the period of cover in respect of each item of Equipment as confirmed in the Certificate of Insurance.

Policy shall mean collectively:

- (a) the Certificate of Insurance;
- (b) this document, including its terms, conditions, limitations, exclusions and all other provisions;
- (c) any endorsement(s);
- (d) any proposal form(s); and
- (e) all other information provided by or on behalf of the Insured in connection with this insurance.

Policy Territory shall mean the territory specified as such on the Certificate of Insurance.

Repair Costs shall mean the cost of parts, labour, callout charges and associated administration costs.

Replacement Value shall mean the amount needed to acquire Equipment of an equivalent type, quality, condition and age.

1. COVERAGE

The Insurer shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this Policy, indemnify the Insured against Repair Costs directly arising from Machinery Breakdown of the Equipment during the Period of Insurance.

The Insurer shall cover both inherent defect of the Equipment and any consequential material damage to the Equipment arising directly from the inherent defect.

Any damage to tyres or caterpillar treads is also insured whether the Equipment itself is damaged or not, but a percentage will be deducted for depreciation in accordance with Clause 3.2 (Based on Repairs).

2. GENERAL EXCLUSIONS

The Insurer shall not be liable to indemnify the Insured or to make any payment under this Policy in respect of any liability, damage, loss, claim, costs, fees or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (1) any loss or damage occurring:
 - (a) during the first twelve (12) months after the Insured first takes delivery of the Equipment.
 - (b) more than thirty six (36) months after the Insured first takes delivery of the Equipment.
 - (c) more than seven thousand five hundred (7,500) hours of usage after the Insured first takes delivery of the Equipment.
- (2) any:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (3) any chemical, biological, biochemical or electromagnetic weapon.
- (4) any:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.
 - (b) strike, riot, civil commotion or labour disturbance.
 - (c) Act of Terrorism.
 - (d) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.
- (5) any flooding (by sea water or fresh water) as a result of the collapse or overrunning of natural flood barriers, dikes, quays, river banks, locks, dams or other hydraulic flood barriers.
- (6) any Equipment being used for purposes other than it was designed for.
- (7) any driving disqualification or incompetence where the driver:
 - (a) was not in the possession of a valid driving licence as prescribed by law for the Equipment concerned.
 - (b) had not attained the age identified by law as the age limit for driving the Equipment.
 - (c) was disqualified from driving the Equipment by virtue of a judgment or prohibition issued by the police / the law.
- (8) any deliberate damage.
- (9) any failure to comply with obligations in the event of a claim:
 - (a) with the intention to deceive the Insurer.
 - (b) in the event that the interests of the Insurer were harmed by the failure to comply.
- (10) any claim related to a third party liability of the Insured.
- (11) any pile driving and demolition work.
- (12) any damage to or loss of a trailer or a similar object, unless forming part of the Equipment detailed on the Certificate of Insurance.
- (13) any business interruption or damage that arises or results from:
 - (a) the fact that the Equipment cannot be used properly or consists of a decline in market value despite repairs.
 - (b) seizure of the Equipment.
- (14) any loss or damage to external equipment. The assembly or disassembly of that equipment is not covered unless such external equipment is explicitly detailed on the Certificate of Insurance and the value of the external equipment is included in the Limit of Liability.
- (15) any costs connected with recall actions by the manufacturer and factory warranties that apply for new Equipment are not covered.

- (16) any damage to the Equipment:
- (a) due to any reckless acts, errors or omissions of the Insured or its agents (including intentional, wilful or reckless disregard of any statutory provisions, regulations or regulatory guidance).
 - (b) which is a result of inadequate maintenance and / or insufficient care of the Equipment attributable to the Insured.
 - (c) consisting of normal wear and tear.
- (17) any damage to knives and blades of chaff cutters and harvesters, unless the result of an event that is covered under this Policy in which the Equipment is also damaged.
- (18) any Equipment that when hired out or rented out to third parties is operated by persons other than the Insured or the Insured's employees.
- (19) any damage to Equipment caused by any mounted special construction or modifications to the Equipment.
- (20) any failure of the Insured to comply with the manufacturer's recommended maintenance and servicing requirements for the Equipment.
- (21) any:
- (a) loss or damage arising as a result of external calamities, accidental damage or mishaps external to the Equipment.
 - (b) loss or damage which is insured under another policy of insurance.
 - (c) consequential loss, including financial loss, the cost of business interruption or loss of earnings arising out of the loss of use of the Equipment or the loss of information contained in or stored on the Equipment, any time and the cost involved in reinstating such information and any liability to any third party for delay or non-performance of any contract with the third party.
- (22) any fraud, negligence, error or omission by the Insured or any of its directors, officers, employees, professional advisers, agents or servants.
- (23) any:
- (a) fines or penalties of any kind.
 - (b) punitive, exemplary, aggravated, treble, liquidated, penal, restitution, non-compensatory, vindictive or multiple damages or any other damages resulting from the multiplication of damages.
- (24) any:
- (a) access to, damage to or loss, loss of use, total or partial destruction, modification, distortion, erasure, corruption, misuse, misinterpretation, misappropriation or alteration of electronic data.
 - (b) errors in creating, amending, entering, deleting or using electronic data.
 - (c) inability, total or partial interruption, delay or failure to receive, send, transmit, access, permit access, manipulate or use electronic data.
 - (d) access to or disclosure of any personal or corporate information.
 - (e) hacking, cyber attack, virus, worm, spyware, malware, trojan horse, phishing or malicious computer programme.
- (25) any:
- (a) virus, programme or code which prevents or impairs any computer or other electronic equipment or system from functioning accurately and efficiently.
 - (b) defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.
 - (c) failure by a computer or other electronic equipment or system to recognise or respond correctly and effectively to any particular date or period of time.
 - (d) loss of or damage to information or data contained in or stored on the Equipment (whether arising as a result of the insured event or otherwise).

The Insurer shall not be liable to indemnify the Insured against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3. MEASURE OF INDEMNITY

3.1. General

The Insurer's obligation to pay indemnification shall, subject to the provisions of Clause 3.2, for every single event, comprise an amount not exceeding the sum insured for the Equipment.

The claim shall be settled by mutual agreement or by an expert to be appointed and paid by the Insurer. However, in the event that prior consultation with the Insurer is not possible, the Insured is at liberty to have emergency repairs carried out on the condition that he fulfils his obligations as soon as possible and the emergency repairs serve only to limit and / or reduce the damage already sustained or yet to be sustained to the Equipment. In the calculation of damages for emergency repairs, the costs of the damaged parts are reimbursed on the basis of the gross retail price for the final user. Labour costs are reimbursed based on a list of dealers' workshop rates, which shall be reviewed annually by the Insurer.

In the event of emergency repairs, repairs can take place immediately, but the damaged parts must be available at all times for survey.

Repair work carried out by third parties shall only be reimbursed if carried out by skilled service engineers and on the basis of costs made demonstrable.

3.2 Based on Repairs

The cost of repairing the Equipment, taking into account a fixed depreciation as follows:

- Presses (roll, belt, pick-up and large pack presses) 1% per 1000 packs
- Small presses or balers 1% per 10,000 packs
- Harvester, mechanical parts 1% per 35 running hours
- Harvester, motorical parts 1% per 50 running hours
- Combines, mechanical parts 1% per 30 running hours
- Combines, motorical parts 1% per 60 running hours
- All other equipment 1% per 100 running hours

This depreciation shall be calculated from the date of registration and on wear and tear sensitive parts only, not on electronic components and not on labour costs.

3.3 Based on a Total Loss

The Replacement Value of the Equipment immediately prior to the event reduced by the market value of the remains, if any.

3.4 Insured Amount for Audio (Visual) Equipment

With respect to audio (visual) equipment forming part of the Equipment, a maximum of EURO 500 is deemed to be insured.

3.5 Policy Excess

The policy excess is EUR 500 per occurrence / per claim.

No excess shall be applied in the event of a total loss.

4. GENERAL CONDITIONS

1. Period of Insurance

This Policy shall commence twelve (12) months after the Insured first takes delivery of the Equipment and shall expire upon the earlier of:

- (a) thirty six (36) months after the Insured first takes delivery of the Equipment;
- (b) seven thousand five hundred (7,500) hours usage after the Insured first takes delivery of the Equipment;
- (c) the sale or transfer of ownership of the Equipment; or
- (d) total loss.

2. Policy Territory

- 2.1 This Policy covers only events occurring in the Policy Territory specified in the Certificate of Insurance.
- 2.2 In addition to the Policy Territory stated in the Certificate of Insurance, this Policy also provides cover in the neighbouring countries up to two hundred and fifty (250) km beyond the national borders.

3. Original Language and Translation

This Policy has been drawn up in various languages. In the event of a discrepancy between any translation made of these terms and conditions and the original English version, the original English version shall prevail.

4. Termination of this Policy

This Policy shall be terminated:

4.1 After Sale or Transfer of Ownership

As soon as the Insured or his heirs cease to have any interest in the Equipment concerned and lose the actual control over the Equipment. The Insured or his heirs are under a duty to inform the Insurer of such facts without delay, but in any event not later than within thirty (30) days.

4.2 After Storage Abroad

As soon as the Equipment is generally stored outside of the territory stated in the Certificate of Insurance or is assigned a foreign registration number. The Insured is under a duty to inform the Insurer of this fact without delay.

4.3 Following Insurance Payment on the Basis of a Total Loss

With respect to the Equipment, as soon as the Insurer has paid a claim for the total loss of the Equipment.

5. Obligations in the Event of a Claim

The Insured shall, as soon as the Insured is or ought reasonably to be aware of an event that may lead to the Insurer's obligation to indemnify the Insured:

- 5.1 Notify the Insurer via its duly authorised representative, the Claims Administrator. The information provided will be used to establish the facts and circumstances of the incident and to determine the extent of any entitlement to indemnity.
- 5.2 retain damaged components for inspection by or on behalf of the Insurer.
- 5.3 refrain from admitting guilt or liability.
- 5.4 notify the police without delay in the event of a suspected offence in which the Equipment was involved.
- 5.5 send all relevant documents to the Claims Administrator without delay.
- 5.6 render full co-operation to the Insurer and the Claims Administrator and refrain from doing anything that may harm the reasonable interests of the Insurer or the Claims Administrator.

6. Financing

Indemnification for damage to the Equipment and a return of premium shall be paid to the Financier so long as he is the owner of the Equipment.

7. Fees and Disbursements of Experts

The fees and disbursements of experts shall be entirely for the account of the Insurer, save those of the expert appointed by the Insured to the extent that these exceed the fees and disbursements of the expert appointed by the Insurer.

8. Waiver of the Right of Recourse of the Insurer

The Insurer shall refrain from recovering the damage or loss compensated by the Insurer from those who were in or on the Equipment with the permission of a person authorized to grant this permission, including their employer, unless an exclusion applies to them or their liability is covered by an insurance elsewhere.

9. Address

Notifications given by the Insurer shall be deemed to have been validly given to the Insured if and insofar as the Insurer sent them to the last known address of the Insured or to the address of the insurance agent who is acting as intermediary for the policy concerned. The Insured is obliged to inform the Insurer in writing of a change of address without delay.

10. Fraudulent Claims and Misleading Information

The Insurer takes a robust approach to fraud prevention in order to keep premium rates down so that the Insured does not have to pay for other people's dishonesty. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

11. Subrogation

The Insured shall, at the request and expense of the Insurer do, and concur in doing, and permit to be done, all such acts and things as may be reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other party, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurer and the Insured shall do nothing following any loss or claim to prejudice any such rights.

12. Third Party Rights

Unless expressly stated to the contrary, nothing in this Policy is intended to confer a directly enforceable benefit on any third party, whether pursuant to any statute or otherwise.

13. Dispute Concerning the Amount of Indemnification

13.1 Any disputes arising in connection with this Policy shall be submitted for a decision by the competent court in Rotterdam, unless the Insured and the Insurer agree to settle the dispute through arbitration or by other means. In the event of arbitration, the Insured and the Insurer shall, by mutual agreement, appoint one (1) impartial person, whose decision – taken after examining all the facts relevant to the dispute – shall be binding on the Insured and the Insurer. If either the Insured or the Insurer consider it desirable or if the Insured and the Insurer do not reach agreement on the appointment of one impartial person, the dispute shall be submitted to a committee of three (3) persons. Both the Insured and the Insurer shall, in such a case, appoint one (1) member of this committee, and these two (2) persons shall, in consultation, appoint the third (3rd) member. The decision of this committee shall be binding on the Insured and the Insurer. In the event that either the Insured or the Insurer fails to appoint a member to the committee or in the event that the two (2) members appointed by the Insured and the Insurer cannot agree on the appointment of the third (3rd) member, the dispute shall be submitted to the competent court in Rotterdam for a decision.

The Insured and the Insurer undertake to share the costs of arbitration equally, unless the instrument of appointment of the arbiters instructs the committee to determine the costs to be paid by each party. The arbiters shall base their decision on what is reasonable and fair.

13.2 This Policy is governed by Dutch law.

14. New Insurance Law

The provisions of Title 7.17 of the Netherlands Civil Code apply to all non-life insurance policies that are concluded on or after 1 January 2006. If and to the extent necessary the insurance conditions are deemed to comply with the relevant statutory provisions.

15. Law and Jurisdiction

Unless otherwise stated on the Certificate of Insurance, this Policy shall be subject to Dutch law. Any dispute relating to the formation, validity, execution, interpretation or termination of this Policy shall be subject to the exclusive jurisdiction of the Dutch Courts.

5. COMPLAINTS AND DISPUTES

Except as provided in General Condition 13. (Dispute Concerning the Amount of Indemnification), if the Insured wishes to register a complaint, the Insured can:

5.1 Contact Hoeksche Waard Assuradeuren:

The Insured should, in the first instance, write to:

Hoeksche Waard Assuradeuren
Postbus 5621
3297 ZG Puttershoek
The Netherlands

Tel: +31 (0) 78 67690 00
Email: info@hoekschewaardassuradeuren.nl

The Insured's complaint will be acknowledged in writing as soon as possible and, in any event, within two (2) weeks. Hoeksche Waard Assuradeuren will aim to provide the Insured with its decision on the Insured's complaint in writing within six (6) weeks of the complaint being received without prejudice to the Insured's ability to take legal action.

5.2 Contact the Ombudsman

If the matter has still not been resolved to the Insured's satisfaction or if the Insured has not received a final response within six (6) weeks of the complaint being made or within six (6) weeks of the complaint being acknowledged, the Insured may be eligible to refer the complaint to the Complaints Institute of Financial Services (Kifid) in the Netherlands. The contact details are as follows:

Klachteninstituut Financiële Dienstverlening (Kifid)
Postbus 93257
2509 AG Den Haag / The Hague
The Netherlands

Tel: +31 (0) 70 333 8 999
Email: consumenten@kifid.nl
Website: <http://www.kifid.nl>

The above is without prejudice to the Insured's rights in law.

This procedure is in addition to any other legal rights the Insured may have to take legal proceedings.

5.3 Contact the European Online Dispute Resolution Platform

If the Insured arranged this Policy online or through other electronic means (e.g. by telephone, SMS, fax or mobile device), the Insured may wish to register the Insured's complaint via the European Online Dispute Resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/consumers/odr>.

The Insured's complaint will then be re-directed to the Financial Ombudsman Service and to Hoeksche Waard Assuradeuren, The Netherlands to resolve.

There may be a short delay before the Insurer receives it.

Service of Suit

The Insurer agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Policy shall be properly served if addressed to it and delivered to it care of:

Lloyd's Netherlands Representative B. V.
Beursplein 37
Postbus 30196
3001 DD Rotterdam

Tel: +31 (0) 10 205 2110
Fax: +31 (0) 10 205 2119

who, in this instance, have authority to accept service on its behalf.

The Insurer, by giving the above authority, does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in England.

6. PRIVACY AND DATA PROTECTION NOTICE

Hoeksche Waard Assuradeuren (“We”, “Us” or “Our”) are committed to protecting and respecting Your privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which We process Your personal data. For more information, please visit Our website at <https://www.hoekschewaardassuradeuren.nl/>. We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from Us or which We feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

The personal details furnished at the time of application for an insurance proposal and any further personal data that may later be provided may be included in the Insurer’s registration of persons. This registration is subject to privacy regulations and to the code of conduct entitled ‘Processing of personal data in insurance’ (Verwerking persoonsgegevens verzekeringsbedrijf). This code of conduct lists the rights and obligations of the parties in processing these data.

We may disclose Your personal data to third parties involved in providing products or services to Us or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors / barristers, accountants, regulatory authorities and as may be required by law.

We may transfer Your personal data to destinations outside the European Economic Area (“EEA”) and We will ensure that it is treated securely and in accordance with the relevant legislation.

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. The period for which We keep Your data depends on the purpose for which We process it; this may vary per situation. We will not keep Your data for longer than is necessary for the purpose for which We process it, or Our business relationship with you, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact the Data Protection Officer, Hoeksche Waard Assuradeuren. Please see Our website for full address details.