

# **Policy conditions Hoeksche Waard Assuradeuren**

**XCLUSIVE CAR**

**Versie 2019-01**

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## STANDARD TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These Standard Terms and Conditions are applicable to all insurance policies issued by Hoeksche Waard Assuradeuren if reference is made to these in the insurance policy conditions or insurance policy schedule. The Standard Terms and Conditions form an integral part of the specific conditions applicable to each insurance policy. In the event of a difference between these Standard Terms and Conditions and the provisions of the specific terms and conditions, these Standard Terms and Conditions take precedence.

#### 1.1. Cooling-off period (Consumer Protection Act)

There is a cooling-off period for taking out an insurance policy. This means that you as policyholder can cancel the insurance policy with due regard to the following: - the cooling-off period covers 14 calendar days;

- the cooling-off period commences as soon as you receive the policy schedule;
- the insurance policy has a contract term of at least 1 year;
- if you exercise your right to retroactively dissolve/cancel the policy, it will be as if the insurance policy never existed and you will never be entitled to any cover under the policy; - the cooling-off period does not apply to contracts that provide (provisional) cover, with the consent of the policyholder, before the cooling-off period would have ended.

#### 1.2. Insurance policy formation

An insurance policy to which these Standard Terms and Conditions apply provides cover from the commencement date stated in the policy. The insurance policy is (definitely) effective after the cooling-off period has expired. Right to cancellation means that the policyholder may cancel the insurance without premium being payable by informing the insurance company in writing (or, if the insurance has been agreed digitally and an e-mail address was provided: by e-mail) that the policy is not required and stating the policy number. The insurance policy will then be cancelled as of commencement date so that no cover is provided for any cases of loss or damage that may have arisen in the meantime.

#### 1.3. Insurer

Hoeksche Waard Assuradeuren as authorised agent of the risk bearer stated in the policy.

#### 1.4. Address

Notifications from the insurance company to the policyholder can be sent to the last address known to the insurance company or to the address of the intermediary for this insurance policy.

#### 1.5. Other valid insurance policies

If it transpires that a claim or liability under an insurance policy to which these Standard Terms and Conditions apply is also covered or would be covered by one or more other insurance policies, possibly from an earlier date, if the insurance policy to which these Standard Terms and Conditions apply did not exist, then this insurance policy is in addition to the other insurance policies. In that case, this means that the insurance policy to which these Standard Terms and Conditions apply will only provide cover for that part of the loss (or of the amount of liability) that does not fall under the cover of those other insurance policies.

## **2. DEFINITIONS**

### **2.1. OTHER INSURANCE POLICIES**

This insurance policy does not provide cover for loss if the loss falls under the cover of another insurance policy, regardless of whether it is of a newer or older date. In such a situation, the insurance policy concerned will be considered not to exist.

### **2.2. INTERMEDIARY**

The intermediary who acts as intermediary for this insurance policy.

### **2.3. LOSS AVERSION EXPENSES**

The costs incurred to prevent the occurrence of further damage or to reduce the damage immediately following an insured event. This does not include the cost of repairing the cause of the damage.

### **2.4. DUTCH CIVIL CODE**

Dutch Civil Code

### **2.5. CLAUSES AND CONDITIONS**

If clauses stated on the policy schedule differ from that stated in the policy conditions, the policy schedule take precedence.

### **2.6. THEFT**

The removal of an object that belongs to another with the intent to claim ownership of this illegally.

### **2.7. INCIDENT**

An incident or a series of related incidents that have one cause and that result in damage or persons and/or objects.

### **2.8. PET**

A pet is an animal that lives in or around the home and is fed and cared for by people.

### **2.9. INSURANCE COMPANY**

The insurance company that, by signing the policy schedule, is the risk bearer for this insurance policy, or an authorised agent that has signed on behalf of the insurance company.

### **2.10. MODULE**

An independently agreed part of the insurance policy and that is described as such on the policy schedule.

### **2.11. SUB-AGENT**

The intermediary who mediates for another intermediary.

### **2.12. UNCERTAIN INCIDENT**

The insurance company only covers damage if the event giving rise to damage is sudden and unexpected and arises during the term of the insurance policy. Furthermore, at the time of agreeing or changing the insurance policy it must have been uncertain as to whether the insured event would occur.

**2.13. POLICY SCHEDULE**

The policy schedule is understood to mean the sheet stating the details and additional provisions regarding the insured insurance modules.

**2.14. PREMIUM**

The premium, plus the costs, extrajudicial costs, statutory interest and insurance premium tax (if applicable).

**2.15. LOSS AND LIABILITY INSURANCE**

Unless the parties have expressly agreed otherwise, this agreement meets the uncertainty requirement as referred to in Section 7:925 of the Dutch Civil Code if and insofar as the loss suffered by the insured or a third party for which compensation is claimed from the insurer or an insured person is the result of an event of which it was uncertain to the parties at the time the insurance was taken out that damage had arisen for the insured or the third party as the case may be or would arise in the normal course of circumstances.

**2.16. STORM**

A wind speed of at least 14 metres per second (wind force 7).

**2.17. INSURED**

The insured is the person who is designated as such in the specific conditions applicable to each insurance policy.

**2.18. INSURANCE POLICY**

This agreement meets the requirement of uncertainty as referred to in Section 7:925 of the Dutch Civil Code, if and insofar as the loss suffered for which compensation is claimed is the result of an event of which the parties were uncertain at the time the insurance was taken out that this had caused damage to the insured party or would still cause damage in the normal course of circumstances.

**2.19. POLICYHOLDER**

Where policyholder or you or your is mentioned in these terms and conditions, this refers to the person with whom the insurance company has agreed the insurance policy.

**2.20. INSURANCE POLICY CONDITIONS**

The general, supplementary and special conditions that apply exclusively to certain risks in this package policy.

**2.21. WAM**

Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)].

### 3. PERSONAL DATA

#### 3.1. WHAT IS YOUR PERSONAL DATA USED FOR?

The insurance company (or an authorised agent if the insurance policy is agreed through this agent) processes personal and company data. It does this insofar as is necessary for the company to achieve its business objectives in a responsible manner.

#### 3.2. INTERNAL PROCESSING OF PERSONAL DATA

The insurance company may use personal data for:

1. preparing, entering into, executing and terminating agreements. This includes, but is not limited to:
  - a. processing data prior to entering into the agreement;
  - b. preparing quotations;
  - c. giving information;
  - d. procuring, ordering and supplying goods and services;
  - e. limiting the cost of claims;
  - f. settling transactions;
  - g. mediating in connection with transactions or requests arising from previous services provided, such as claims, declarations, premature terminations and disputes;
2. compiling management information;
3. developing products and services and determining general policy;
4. complying with statutory requirements;
5. commissioning an audit;
6. preventing and dealing with fraud cases. This includes providing information about claims, declarations and premature terminations within the insurance industry and to judicial authorities;
7. marketing activities. These activities are designed to establish, maintain and expand the indirect relationship between (potential) insured parties and the insurance company or companies that belong to Hoeksche Waard Assuradeuren.
8. registering assignments and agreements that you provide or agree via the telephone or other interactive media. These must relate to the services provided by the insurance company;
9. processing information that you provide to the insurance company via the telephone or other interactive media.

The Dutch code of conduct for the Processing of Personal Data by Financial Institutions is applicable to the processing of personal data. You can read the full text of this code of conduct on the Dutch Association of Insurers (Verbond van Verzekeraars) website ([www.verzekeraars.nl](http://www.verzekeraars.nl)). You can also request a copy of the code of conduct from the Dutch Association of Insurers, PO Box 93450, 2509 AL The Hague, Netherlands. Telephone +31 70 333 85 00.

#### 3.3. EXTERNAL PROCESSING OF PERSONAL DATA AT THE CENTRAL INFORMATION SYSTEM FOUNDATION (CIS).

The database managed by the Central Information System Foundation (CIS) of non-life insurance companies in the Netherlands may process data that you have given when taking out or changing an insurance policy or in the event of a claim. As part of its responsible acceptance policy, the insurance company may consult the data held about you by the CIS Foundation in The Hague. The purpose of this is to manage risks and prevent fraud. The CIS Foundation's own privacy regulations apply to this registration. For further information, please visit the CIS website: [www.stichtingcis.nl](http://www.stichtingcis.nl). where you will find the appropriate privacy regulations.

## **4. FRAUD**

### **4.1. THE CONCEPT OF FRAUD**

Fraud is understood to mean: intentionally and on other grounds and by other methods than those for which these are intended obtaining (or trying to obtain) compensation for damage or costs, repair of damage in-kind, payment to which the recipient is not entitled or insurance cover based on false information.

### **4.2. SUSPECTED FRAUD**

If the insurance company suspects that fraud, as described under sub 1 above, may have occurred, it will verify the circumstances, or engage a third party to investigate. If you or the insured do not cooperate with this investigation, the insurance company may decide to not pay compensation for damage and/or to terminate the insurance agreement.

### **4.3. OUTCOME OF FRAUD INVESTIGATION**

The insurance company will inform you or the insured in writing of the outcome of the investigation.

### **4.4. CONSEQUENCES OF FRAUD**

The consequence of fraud is that you will not receive any payment, except when you or the insured person can demonstrate that the fraud does not justify full withdrawal of the entitlement to payment. In the event of fraud, you or the insured person will have to pay the costs and investigation expenses incurred.

### **4.5. FRAUD AFTER PAYMENT OF CLAIM**

If the fraud is identified after the claim payment has been made, the amounts already paid will be recovered, and you or the insured will be charged for the costs incurred, including those of any investigation.

### **4.6. POLICY TERMINATION IN THE EVENT OF FRAUD**

In the event of fraud the insurance company may terminate your insurance agreement or agreements.

### **4.7. REPORTING FRAUD**

The insurance company may report fraud to the police, and may have your details or those of the insured registered at the CIS Foundation. You will be informed in writing if the insurance company does this.

## **5. COVER**

### **5.1. DESCRIPTION OF THE COVER**

For the description of the cover provided by this insurance policy, please refer to the insurance modules stated applicable on the policy schedule.

### **5.2. SCOPE OF COVER**

The standard terms and conditions, the insurance policy conditions, the policy schedule and any applicable clauses are deemed to form an integral policy document. If the insurance policy conditions or applicable clauses deviate from the standard terms and conditions of the package policy, the insurance conditions and clauses apply to the insurance policy.

### **5.3. NOTIFICATION**

The policyholder must notify the insurer of any change of address immediately or at the latest within 30 days.

Notifications from the insurer to the policyholder will be in writing and will be sent to the last address known to the insurer or to the address of the intermediary for this insurance policy. The policyholder cannot claim that they have not received a notification from the insurer.

Notifications from the insured to the insurer must be made in writing and be sent to the insurer's address or to the address of the intermediary for this insurance policy. The policyholder remains responsible for the correct receipt of notifications by the insurer. Notifications should therefore preferably be sent by registered post.

#### **5.4. CHANGES**

The policyholder must inform the insurer in writing of all changes to the insured risks and interests, such as:

1. changes to the object insured as stated on the policy schedule, the nature of the activities, as well as partial or complete discontinuation of the business operations;
2. changes of address;
3. changes of the usage, construction type and/or roofing of insured buildings;
4. empty property. Property is considered empty if:
  - a. the insured buildings are decommissioned;
  - b. the utilities are shut off;
5. other changes to the details if the premium is based on this. Notification must be received by the insurer as soon as possible and no later than 30 days after the change.

#### **5.5. TRANSFER OF INSURED INTEREST**

1. to a new policyholder. In this case, the insurance agreement will terminate one month after the interest insured has been transferred to the new insured, unless the insurer declares the intention to continue the insurance policy within that one month. In that case, the insurer may terminate the insurance agreement within two months of making the declaration with due regard to the notice period of one month. (Section 7:948 of the Dutch Civil Code)
2. on the death of the policyholder. In this situation, the heirs and the insurance company may terminate the insurance agreement within nine months of notification of the death, with due regard to the notice period of one month. (Section 7:950 of the Dutch Civil Code)

#### **5.6. INCREASED RISK TO INSURED INTEREST**

If the change means the risk to the insured interest is greater and the policyholder has not notified the insurance company of this within 30 days of the change, all entitlement to compensation will be revoked retrospectively to the moment of the change. If, in the opinion of the insurer, a change increases the risk, with due regard to the provisions of Section 7:930 of the Dutch Civil Code, the insurer has the right to:

1. propose changes to the policy premiums and/or conditions;
2. terminate the insurance policy with immediate effect. In any case, entitlement to cover for the increased risk arises first, after the insurer has explicitly informed the policyholder of this in writing.

#### **5.7. REDUCED RISK**

If, in the opinion of the insurer, the change results in a reduced risk, the insurer may propose changes to the policy premiums and/or conditions.

#### **5.8. INSPECTION**

1. The insurer may inspect the insured location or locations or have these inspected in its behalf. The policyholder shall provide all cooperation that can be reasonably expected for this assessment of the insured risk.
2. The policyholder is obliged to implement the measures prescribed by the insurer, of which the insurer has informed the policyholder in writing, within the period specified.

#### **5.9. PENALTY IF MEASURES ARE NOT IMPLEMENTED**

If the policyholder does not fulfil its obligation to carry out one or more of these measures, after expiry of the implementation period set by the insurer, the insurer can only be obliged to compensate that part of the damage that the policyholder can demonstrate is not a consequence of not implementing the measures prescribed.

### **6. PAYMENT OF PREMIUMS**

#### **6.1. NON-PAYMENT OF PREMIUMS**

1. Advance payment of premiums. The premiums must be paid in advance on the premium due date. This date is always stated in the payment request. The premium may also include costs, extrajudicial costs, statutory interest and insurance premium tax.
2. Consequences of late payment of the initial premium. At the start of the insurance policy you must ensure that the insurance company has received the premium within 30 days of the date stated on the policy schedule. If the premium has not been received within the period stated, the insurance will be considered to have never been agreed. In that case, you cannot derive any rights from the insurance from the commencement date. The insurance company is not obliged to send you a payment reminder.
3. Consequences of late payment of subsequent premium instalments. If you fail to pay the second and/or following premium instalments (the subsequent premium) on time, the company will send you a reminder. If you still fail to pay, there will be no insurance cover for events that take place from the 15th day after you received the reminder and still have not paid the premium. If you refuse to pay the second and/or subsequent premium instalments, you will not be covered for events that take place after the premium due date. Both regulations also apply to an extension of the insurance policy.
4. Possible termination in case of suspension. If the insurance company's obligations are suspended, the company has the right to terminate the insurance policy. You will be informed of this in writing.
5. Restoration of cover after receipt of all premium instalments due. If cover is suspended or terminated due to non-payment, you are still obliged to pay the premium. The suspended insurance will provide cover again only when all premium instalments due at that moment in time have been received. The cover will then become effective on the day following the day on which full premium payment was received and then only for damage caused or arising after that day.
6. Consequences of incomplete payment of premiums. The consequences of paying only part of a premium due are the same as non-payment of a premium. If, when making a partial payment, you indicate which insurance policy or policies this refers to and the partial payment is sufficient, that insurance policy will continue to provide cover.
7. Restitution of premium. In the event that an insurance policy is terminated before term, you will be entitled to restitution of the premium for the period that the policy is no longer valid.

#### **6.2. NON-PAYMENT OF PREMIUMS FOR CLAIMS-MADE INSURANCE POLICY**

With regard to non-payment of premiums for claims-made insurance, the above provisions of this article apply, on the understanding that insofar as the text refers to 'all events that have occurred since then' it is understood to read 'claims arising from an act or omission that occurred subsequently'.

### **6.3. WHEN CAN THE INSURANCE COMPANY ADJUST THE PREMIUM AND/OR TERMS AND CONDITIONS?**

1. The insurance company can revise the premiums and/or terms and conditions for insurance policies of the same type.
2. The insurance company may apply one or more restrictive provisions or may increase the premium for individual policies if the damage history or increased risk give reason to do so.

In both cases, the insurance company will inform you prior to the changes taking effect. If you do not agree with the changes, you can terminate the insurance policy prematurely unless there is a statutory regulation that requires the company to make the changes.

You have up to 30 days after the changes become effective to terminate the policy prematurely, in which case your cancellation will be effective from the date the changes were implemented.

## **7. COMMENCEMENT, DURATION AND TERMINATION OF THE INSURANCE POLICY**

The insurance policy may be terminated on various grounds by you or by the insurance company. An insurance policy may also terminate by operation of law (automatically). Below we indicate on what grounds you or the insurance company may terminate the insurance policy.

### **7.1. COMMENCEMENT**

The insurance policy and/or insurance modules commence cover at 0:00 hours on the date stated on the policy schedule.

### **7.2. VALIDITY PERIOD**

The insurance policy and/or insurance modules are valid for the period stated on the policy schedule and are tacitly extended each time with the same period, unless indicated otherwise.

### **7.3. TERMINATION BY POLICYHOLDER**

You are entitled to terminate the insurance policy:

1. at the end date of the first contract period. This is subject to the condition that the notice of termination is received by the company within one month of the end of the first period. Following the first contract period the insurance policy may be terminated daily, with due regard to a notice period on 1 month;
2. if the premiums and/or the conditions are modified. In this case, the conditions set out in paragraph 6.3 must be met;
3. after a claim notification. In this case the insurance policy must be cancelled within 1 month of the claim settlement. In all cases mentioned above, the insurance policy continues to provide cover until the termination date.

### **7.4. TERMINATION BY THE INSURANCE COMPANY**

1. The insurance company is entitled to terminate the insurance policy at the contract period end date, with due regard to a notice period of 2 months;
2. if the premium is not paid within the prescribed period or if you refuse to pay. The insurance cover then ends on the date the insurance company states in the termination notice;
3. if you or the policyholder intentionally misrepresent the facts (fraud). In this case, the insurance policy will terminate with immediate effect;
4. if the insurance company is of the opinion that in all reasonableness, the risk to the insurance company is unacceptably high or large. The number of claims you have made may influence this decision. With due regard to a notice period of 2 months;
5. on your death. In consultation with the insurance company, a surviving dependant may then continue the insurance agreement in a revised form;
6. from the day that you are no longer resident in the Netherlands;

7. after a claim notification. With due regard to Section 7:940 (3) of the Dutch Civil Code, the insurance company must give notice of termination within 1 month of the claim being settled. With due regard to a notice period of 2 months;
8. within 2 months of the insurance company discovering that you did not comply with the obligation to provide information when taking out the insurance and in so doing you acted with the intention of misleading the company, or if the insurance company would have known the true state of affairs it would not have agreed the insurance policy. The insurance cover then ends on the date the insurance company states in the termination notice.

In all cases mentioned above, the insurance policy continues to provide cover until the termination date.

#### **7.5. TERMINATION BY OPERATION OF LAW**

The insurance is terminated (automatically) by operation of law when you or your heirs no longer have an interest in the insurance policy, for example in the event of total loss or sale of the insured objects.

## **8. VERPLICHTING BIJ SCHADE**

In the event of a claim there are obligations that you must fulfil. It is important that you comply with these obligations. If you and the other insured parties do not comply with these obligations, all entitlement to benefits will lapse immediately if the reasonable interests of insurance company are harmed.

In the event of a claim, you are obliged to:

1. inform your intermediary or the insurance company as soon as is reasonably possible about the damage;
2. take appropriate measures immediately to limit the damage. The cost of these appropriate measures will be reimbursed by the insurance company.
3. immediately report to the police in the event of an accident, collision, joyriding, theft, loss, vandalism and other criminal offences;
4. do not make any commitment, give a statement or take action from which can be deduced that you acknowledge liability. The insurance company will investigate whether or not you are liable;
5. cooperate with an investigation into the damage conducted by the insurance company. The company may engage specialists and experts for this. You must give information relating to the damage that the specialists and experts request. On request from the insurance company you must keep supporting documents, invoices and the like for checks that can take place afterwards;
6. fully cooperate with:
  - a. the processing of compensation claimed by a third party; b. the recovery of damages by the insurance company. This may mean that you have to transfer rights that you have on a third party with respect to a claim to the insurance company. You must cooperate in this, for example by signing a deed;
7. follow the instructions given by the insurance company and do nothing that could harm the interests of the insurance company;
8. forward any notices of liability, subpoenas and the like to the insurance company as soon as possible. The insurance company will then take action;
9. on request from the insurance company and within a reasonable timeframe, draw up a written and signed statement about the cause, the circumstances and the extent of the damage. This must include any documents that the insurance company has requested;
10. give the insurance company an overview of other insurance policies associated with the insured risk;
11. hand over the (ownership) rights of stolen, lost or misappropriated insured property to the insurance company, immediately on first request from the insurance company.

## 9. EXCLUSIONS

In addition to the specific exclusions as described in the terms and conditions of the insurance module or modules insured, all insurance modules exclude damage caused by:

### 9.1. DELIBERATE ACTS

That which the insured deliberately caused or is a certain consequence of their action or omission or that which has happened with the consent of the insured. The policyholder retains the right to cover if he/she can plausibly establish that the damage caused deliberately occurred without his/her knowledge or against his/her will and that he/she is not to blame for this matter.

### 9.2. WILFUL DAMAGE

The following events fall under the concept of 'wilful damage':

1. armed conflict:  
Armed conflict is understood to be any situation in which states or other organised parties fight each other, or the one the other, with the use of military force. Armed conflict is also understood to include armed actions of United Nations Peacekeeping Force.
2. civil war:  
Civil war is understood to be a more or less organised violent struggle between inhabitants of the same state in which a significant portion of the inhabitants of that state are involved.
3. rebellion:  
Rebellion is understood to be organised violent resistance within a state directed against the public authorities.
4. civil commotion:  
Civil commotion is understood to be more or less organised violent acts at various locations within a state.
5. riot:  
Riot is understood to be more or less organised localised violent movement directed against the public authorities.
6. mutiny:  
Mutiny is understood to be more or less organised violent movement of members of any armed force directed against the authority under which they resort.

### 9.3. NUCLEAR REACTIONS

Caused by, occurring with or arising from nuclear reactions, irrespective of how the reaction originated. Nuclear reactions are understood to include all nuclear reactions in which energy is released such as nuclear fusion, nuclear fission, artificial and natural radioactivity. This exclusion does not apply to damage caused by radioactive substances, which are located outside a nuclear installation and are used for or are intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (military or non-military) security purposes. This is subject to the condition that a licence has been issued by a competent authority for the manufacture, use, storage and disposal of radioactive substances. However, the exclusion remains in force in so far as a third party is liable for the damage suffered based on a law or convention. A 'nuclear installation' is understood to be a nuclear installation within the meaning of the Nuclear Incidents (Third Party Liability) Act (Dutch: Wet Aansprakelijkheid Kernongevallen – Official Gazette 1979-225), as well as a nuclear installation on board a ship.

### 9.4. CIRCUMSTANCES

1. in respect of which the Insured Parties fail to comply with an obligation, whereby the interests of the insurer are harmed;
2. about which the Insured intentionally makes an incomplete or incorrect statement;
3. arising from correct or incorrect execution of a charge or regulation during any situation or act referred to in sub 2 of this paragraph.

#### **10. CAN RIGHTS FROM THE INSURANCE POLICY LAPSE OR EXPIRE?**

You or the insured must make your claim to rights arising from the insurance policy, such as the right to compensation, with a certain period of time. These rights can expire. Your rights or those of the insured may also lapse if you or the insured do not comply with the obligations arising from the insurance policy or if you have deliberately misled the insurance company.

Take the following into consideration:

1. if you or the insured become aware of an event giving rise to damage, you or the insured must inform the insurance company as soon as possible. After all, this incident may give rise to an obligation to the insurance company to pay compensation;
2. the right to compensation lapses three years after the event giving rise to damage. This period is calculated from the moment you or the insured becomes aware or could have become aware of the event giving rise to damage. You or the insured must give written notice within the time frame stated that you are making a claim on rights arising from the policy;
3. after rejection by the insurance company the claim will lapse after a period of 3 years;
4. if you or the insured (in the event of damage or otherwise) deliberately misled the insurance company, all rights to benefits will lapse immediately, unless the misleading does not justify the loss of rights to benefit;
5. if you or the insured (in the event of damage or otherwise) fail to comply with the obligations arising from the insurance policy, all rights to benefits will lapse immediately if this will harm the reasonable interests of the insurance company.

#### **11. RELINQUISHING THE RIGHT OF RECOURSE**

The insurer cannot exercise the claim to which it has been subrogated, or which it has acquired by transfer, to the detriment of the insured's right to compensation. The insurer will not be entitled to claim against the policyholder, a co-insured, the non-separated spouse or registered partner of the insured, the life companion of the insured, nor against the blood relatives in direct line to an insured, against an employee or the insured's employer, or against those employed by the same employer as the insured. This regulation does not apply insofar as a person is liable to the insured on account of a circumstance that would have affected the benefit, if that circumstance would be attributable to the insured person.

#### **12. APPLICABLE LAW**

This insurance agreement is governed by Dutch law.

#### **13. COMPLAINTS**

Complaints arising from this insurance agreement must be submitted in writing to the directors of the insurer. The complaints procedure applicable to Hoeksche Waard Assuradeuren is available on request. If the policyholder is not satisfied with the insurer's opinion, the policyholder may apply to the Financial Services Complaints Board [Klachteninstituut Financiële dienstverlening (Kifid)], PO Box 93257, 2509 AG The Hague, Netherlands. The Ombudsman and the Disputes Committee work within this institute. If the policyholder does not wish to or cannot make use of these complaints facilities, or the policyholder is not satisfied with the treatment or results, the policyholder may submit the dispute to the competent court.

## 14. COVER RESTRICTIONS FOR TERRORISM DAMAGE

In addition to the specific exclusions as further described in the conditions of the insurance module or modules insured, as well as the exclusions described in these General Terms and Conditions, the cover of terrorism risk is limited for all insurance modules.

### 14.1. DEFINITIONS

Unless otherwise stated, the following definitions apply to these terms and conditions and to any provisions based on these:

1. **Terrorism:**  
violent acts and/or behaviour – committed outside the scope of one of the six forms of molestation referred to in the Financial Supervision Act (Wft), Article 3:38 – in the form of an attack or a series of attacks related in time and purpose, as a result of which injury and/or damage to health, whether or not resulting in death, and/or damage to property or otherwise economic interests are affected, in which it is plausible that this attack or series of attacks – whether or not in any organisational context – was planned and/or carried out with the intention of achieving certain political and/or religious and/or ideological objectives.
2. **Malicious infection:**  
outside the scope of one of the six forms of molestation referred to in the Financial Supervision Act (Wft), Article 3:38, the spreading or arranging the spreading of germs and/or substances that cause injury and/or damage to the health of people or animals, whether or not resulting in death, as a result of their direct or indirect physical, biological, radioactive or chemical effects injury and/or damage to property or otherwise affect economic interests, in which it is plausible that the spreading – whether or not in any organisational context – was planned and/or carried out with the intention of achieving certain political and/or religious and/or ideological objectives.
3. **Preventive measures:**  
measures taken by government bodies and/or the insured parties and/or third parties to avert the immediate threat of danger from terrorism and/or malicious infection or, if this danger has manifested itself, to limit the consequences.
4. **Netherlands Reinsurance Company for Terrorism Damage (Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT)):**  
a reinsurance company established by the Dutch Association of Insurers (Verbond van Verzekeraars), under which payment obligations arising from insurance agreements, which may arise directly or indirectly for insurers authorised in the Netherlands as a result of the realisation of the risks described in Article 14.1(1), (2) and (3), may be carried forward to reinsurance.
5. **Insurance agreements:**
  - a. Insurance agreements for non-life insurance insofar as they relate to risks situated in the Netherlands, in accordance with the provisions of the Financial Supervision Act (Wft), Article 1:1 of Section 1.1.1 of Chapter 1.1, under ‘country where the risk is situated’.
  - b. Insurance agreements for life insurance insofar as these are concluded with a policyholder with normal residence in the Netherlands or, if the policyholder is a legal entity, with offices located in the Netherlands of the legal entity to which the insurance policy relates.
  - c. Insurance agreements for funeral insurance with in-kind benefits insofar as these are concluded with a policyholder with normal residence in the Netherlands or, if the policyholder is a legal entity, with offices located in the Netherlands of the legal entity to which the insurance policy relates.
6. **Insurance companies admitted in the Netherlands:**  
Insurance companies offering life insurance, funeral insurance with in-kind benefits, and non-life insurance, which based on the Financial Supervision Act (Wft) are authorised to conduct insurance business in the Netherlands.

#### **14.2. COVER RESTRICTIOS FOR TERRORISM DAMAGE**

1. If and insofar as, with due observance of the descriptions given in Article 14.1 under sections 1, 2 and 3, and within the limits of the applicable policy conditions, cover exists for the consequences of an event that is (directly or indirectly) connected with:
  - a. terrorism, malicious infection or preventive measures;
  - b. acts or conduct in preparation for terrorism, malicious infection or preventive measures, hereinafter collectively referred to as 'the terrorism risk', the insurance company's obligation to pay compensation in respect of each claim for compensation and/or payment submitted to it shall be limited to the amount of the payment received by the insurer in respect of that claim under the reinsurance for the terrorism risk with the NHT, in the case of an insurance with capital accumulation increased by the amount of the capital accumulation already realised by virtue of the insurance concerned. In the case of life insurance, the amount of the capital accumulation realised will be equal to the premium reserve for the insurance in question maintained pursuant to the Financial Supervision Act (Wft).
2. The NHT offers reinsurance cover for the claims mentioned above to a maximum of one billion euro per calendar year. This amount can be adjusted from year to year and applies to all insurers affiliated with the NHT together. Notification of adjustment will be published in three national newspapers.
3. Contrary to the provisions of the preceding paragraphs of this article applies to insurance policies that cover:
  - a. damage to immovable property and/or its contents;
  - b. consequential loss to immovable property and/or its contents, that per policyholder per insured location per annum a maximum of 75 million euros will be paid in benefit under this insurance agreement, for all participating insurers as referred to in Article 14.1.6 together, irrespective of the number of policies issued. For the purposes of this paragraph, insured location is understood to mean: all objects insured by the policyholder present at the risk address as well as all the policyholder's objects insured outside the risk address of which the use and/or purpose is related to the business activities at the risk address. As such this will at least include all objects insured by the policyholder that are located less than 50 metres apart and of which at least one is located at the risk address. For the application of this sub-paragraph, in the case of legal entities and companies that are affiliated in a group, as referred to in Book 2 Section 24b of the Dutch Civil Code, all group companies together will be regarded as policyholder, regardless of which company or companies belonging to the group have agreed the insurance policy or policies.

#### **14.3 NHT PAYMENT PROTOCOL**

1. The Claims Settlement Protocol (here after referred to as the Protocol) is applicable to all the insurance company's reinsurance with the NHT. Based on the provisions stated in this Protocol, the NHT is entitled, among other things, to postpone payment of the compensation or the insured amount until such time that the NHT can determine whether and to what extent it has sufficient financial resources at its disposal to pay in full all claims for which it provides cover as reinsurer. Insofar as the NHT does not appear to have sufficient financial resources at its disposal, it will be entitled to make a partial payment to the insurer in accordance with the provisions referred to above.
2. With due regard to that stated in Provision 7 of the Protocol, the NHT is authorised to decide whether an event in respect of which a claim to benefit is made, shall be considered a consequence of the manifestation of the terrorism risk. A decision to this effect taken by the NHT in accordance with the provision mentioned above shall be binding on the insurer, the policyholder, the insured parties and the parties entitled to benefits.

3. Only after the NHT has notified the insurer of the amount that will be paid to the insurer, by way of an advance or otherwise, in respect of a claim for payment, may the insured or the party entitled to payment of the benefit arising from this Article 14.3.1, claim the benefit from the insurer.
4. Pursuant to Provision 17 of the Protocol, the reinsurance cover with the NHT only applies to claims for damages and/or compensation that are reported within two years after the NHT has established that a particular event or circumstance is considered to be a manifestation of the terrorism risk within the meaning of these terms and conditions.

The Claims Settlement Protocol applies to the settlement of terrorism damage. You can get a copy of the full text of the Protocol from your insurance company or from their website.

## **15. PREMIUM SETTLEMENT**

Premium will be settled on a pro-rata basis if a change in the risk results in a premium reduction or premium increase.

## GENERAL TERMS AND CONDITIONS FOR MOTOR VEHICLES

## 1. GENERAL INFORMATION

These specific terms and conditions form an integral part of the Standard Terms and Conditions of Hoeksche Waard Assuradeuren. In the event of a difference between the two, the provisions of the specific terms and conditions take precedence.

### 1.1. REFERENCES

Reference is only made to articles in these terms and conditions, unless otherwise stated.

## 2. ADDITIONAL DEFINITIONS

### 2.1. MOTOR VEHICLE

1. The motor vehicle described on the policy schedule.
2. If the motor vehicle is temporarily replaced by another equivalent motor vehicle due to repair or overhaul, this insurance policy also provides cover in accordance with the sections stated on the policy schedule for the motor vehicle replacing the insured motor vehicle stated in the policy schedule.

### 2.2. INSURED PARTIES

1. The policyholder;
2. the owner, the possessor, the holder, the passengers and the authorised driver;
3. the employer of the persons mentioned in this article under paragraph 1 and 2 if they are liable under civil law for the damage caused by one of those persons.

### 2.3. AREA OF INSURANCE COVER

The area of insurance cover includes all countries validated on the international insurance certificate (green card). For comprehensive motor vehicle cover, the area of insurance cover is extended to 'World'. An extra excess of € 2,500 applies to damage caused outside the counties included in the area of insurance cover as stated on the green card. The maximum compensation payment under this clause will not exceed €2,000,000 per incident, regardless of the actual amount insured as stated in the insurance module. However, this extension does not apply to the liability insurance, the damage insurance for vehicle occupants or the accident insurance for vehicle occupants. If applicable, at all times these sections remain limited to the so-called green card countries.

### 2.4. RISKS COVERED

The insurance policy provides cover for the risks and conditions stated on the policy schedule for which the cause lies at a time after the commencement and within the validity period of the product module.

### 2.5. END OF THE INSURANCE POLICY

In addition to the provisions of the Standard Terms and Conditions, the insurance policy will end immediately:

1. as soon as the motor vehicle has a foreign vehicle registration number plate;
2. as soon as the policyholder or – after his/her death – his/her heirs cease to have an interest in the motor vehicle and lose effective control over it;
3. at next contract renewal date;
4. if policyholder moves abroad. The policyholder is obliged to inform the insurer of moving or storing the motor vehicle abroad as soon as possible, but in any case, at least 30 days before the contract renewal date.

## **2.6. COLLATERAL**

If, in order to guarantee the rights of the injured party, a government is required to obtain a collateral to secure the release of an insured person and/or if the cancellation of an attachment placed on the motor vehicle can only be obtained for a collateral, the insurer will provide collateral for a maximum of € 50.000 per incident, providing that the insured person on whose behalf the collateral has to be provided is entitled to cover from the insurer with regard to the same incident.

The insured is obliged to authorise the insurer to take control of the collateral as soon as this is released and to cooperate fully in order to obtain reimbursement. No guarantee will be paid in advance if this is demanded (entirely or partly) due to an infringement of import and export regulations or of tax legislation.

## **2.7. SEIZURE**

If a motor vehicle (understood not being loose parts) which has been obtained by the policyholder in good faith and which is insured under the policy is seized, the insurer will reimburse reasonably incurred external legal costs relating to regaining possession of the vehicle to a maximum of € 10,000 per incident. Seizure is understood to be the action of a third party (creditor) whereby the policyholder is deprived of the power to freely use the motor vehicle belonging to them. Policyholder is obliged to provide evidence of the expenses incurred by means of specified invoices or other original documents.

## **2.8. HELP TO INJURED PERSONS**

The insurance policy covers the costs of repair and/or cleaning the upholstery of the insured motor vehicle which accommodated persons injured in an accident.

## **2.9. EMERGENCY CALL CENTRE**

Only if the insurance policy covers a passenger car, a delivery van of which the unladen weight plus the payload does not exceed 3500 kg, or a motorcycle to which an object may or may not be attached:

1. the insurer guarantees the services of an emergency call centre; the details of the call centre service engaged by the insurer are stated on the green card;
2. insured parties are only entitled to assistance if they contact the emergency call centre stated (on the green card).

## **2.10. ASSISTANCE IN THE NETHERLANDS**

1. The insured is entitled to assistance, if:
  - a. the motor vehicle and/or the object attached can no longer be driven as a result of an accident, or is no longer available as a result of theft, and/or
  - b. due to an accident or illness the driver is no longer able to drive the motor vehicle and none of the occupants can reasonably take over.
2. The assistance provided – subject to the provisions of paragraph 1 of this article – following an accident or theft in the Netherlands includes:
  - a. guarding, towing, storing and transporting the passenger car, van or motorcycle and/or attached object to one address within the Netherlands to be indicated by the insured;
  - b. transport at the same time for the driver and the passengers to one address within the Netherlands to be indicated by the insured.

In the event of theft, the assistance in the Netherlands means that if the motor vehicle and/or attached object becomes available again within thirty days after the theft, the policyholder is entitled to compensation for costs related to guarding, towing, storing and transporting the insured vehicle to one address in the Netherlands to be indicated by the policy holder.

### 2.11. ASSISTANCE ABROAD

1. The insured is entitled to assistance, subject to the following conditions, if:
  - a. the motor vehicle and/or the object attached can no longer be driven as a result of an accident or breakdown, or is no longer available as a result of theft, and/or
  - b. due to an accident or illness the driver is no longer able to drive the motor vehicle and none of the occupants can reasonably take over.
2. Subject to the provisions of paragraph 1 of this article, the assistance abroad includes:
  - a. reimbursement of the necessary expenses incurred for recovering and towing the vehicle and/or attached object to the nearest garage where the damage can be assessed and/or repaired;
  - b. transport of the motor vehicle and/or the attached object to an address in the Netherlands, to be indicated by the policyholder;
  - c. in the case the vehicle is transported, transport for the passengers is also included to one address in the Netherlands, to be indicated by the insured.
3. The following conditions must be met in the event of transport to the Netherlands from abroad:
  - a. the motor vehicle and/or the attached object cannot be repaired within four working days, even with an emergency repair, so that the return journey can be made in a technically sound manner;
  - b. the cost of transport to the Netherlands is lower than the value of the insured motor vehicle or the attached object.

If the transport costs are higher, then the cost of importing or scrapping the damaged insured motor vehicle or the attached object in the country concerned will be reimbursed. In that case, the cost of transporting the luggage to the Netherlands, as well as the return journey for the vehicle occupants will be reimbursed, if based on the provisions of this paragraph under (a), travel with the insured motor vehicle is not possible.

In the event of theft, the assistance abroad means that if the motor vehicle and/or attached object becomes available again within thirty days after the theft, the policyholder is entitled to compensation for costs related to guarding, towing, storing and transporting the insured vehicle to one address in the Netherlands to be indicated by the insured.

### 2.12. CONCURRENCE

If the risks as described in Article 2.6 and 2.8 to 2.10 are also covered under another policy, whether or not from an earlier date, or would have been covered under that policy if cover under this insurance policy would not have existed, then this cover will only be considered as an excess over and above the cover that is granted, or would have been granted, by the other cover if this cover did not exist.

### 2.13. ASSISTANCE

1. There is no entitlement to assistance and the insurer will not reimburse the costs related to assistance provided that cannot be justified, if the assistance organisation can reasonably conclude that the insured makes or attempts to make improper use of the facilities which he may call upon under these terms and conditions.
2. If assistance was wrongfully requested, the insurer is entitled to recover its costs paid from the insured party or parties. This will also apply if the product module is cancelled.

### 3. PREMIUM CALCULATION

#### 3.1. FACTORS DETERMINING THE PREMIUM

1. Depending on the cover, factors used to determine the premium include:
  - a. the value and list price of the motor vehicle;
  - b. the policyholder's place of residence and/or business location;
  - c. the number of kilometres driven per year with the motor vehicle;
  - d. the presence of a vehicle tracking system;
  - e. whether or not the VAT is deductible;
2. If there are any changes to the details specified under paragraph 1, the policyholder must inform the insurer in writing of these changes within thirty days. If necessary, the premium will be revised.
3. If the insurer discovers an inaccuracy in the information referred to in paragraph 1, the insurer is entitled to adjust the premium and the conditions, after notifying the policyholder and possibly with retroactive effect.
4. The insurer is entitled to reduce the compensation for damage and costs in the proportion of the premium paid to the premium as it would have been after the increase referred to below if, in the event of a claim, it transpires that the policyholder had failed to correctly provide the information referred to in paragraph 1, or had failed to comply with the obligation referred to in paragraph 2, while the insurer would have calculated a higher premium if the information referred to in paragraph 1 had been provided correctly, or would have increased the premium if the policyholder had complied with the obligation referred to in paragraph 2.

### 4. EXCLUSIONS

In addition to the exclusions stated in the Standard Insurance Policy Conditions, the following are also excluded from this insurance policy:

#### 4.1. UNINSURED DRIVER

The damage, if the driver:

1. was not authorised by or on behalf of the policyholder to drive or operate the vehicle;
2. 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, or that they were or would be prohibited from doing so by law or by the government, or if the driver refused to cooperate with a breath test, blood or urine test or any other examination by government officials authorised for that purpose;
3. was not authorised to drive or operate the vehicle by virtue of a statutory provision;
4. was not in possession of a valid driving licence required for driving the type of motor vehicle in question, with or without a trailer, unless the licence was only not renewed and its validity had expired for less than 12 months, on the understanding, however, that the cover remains in force for the policyholder if they can make a reasonable case that the circumstances described in this article occurred without their knowledge or against their will and that they are not to blame in this respect.

#### 4.2. UNINSURED USE

Damage caused during the use of the motor vehicle for:

1. rental and/or lease;
2. driving lessons and driving tests;
3. transport of goods and/or persons for payment, which does not include private use with a contribution towards the costs or on a reciprocal basis;

4. participating in or practicing for races, tests, or speed races or speed tests. This does not include participation in agility, orientation and puzzle journeys and similar journeys on the public road, in which there is no role for the speed element.

#### **4.3. GENERAL**

The damage:

1. caused by or related to seizure of the motor vehicle, or that occurred while the motor vehicle was seized or was being used by or on the instruction of a government or authority;
2. being financial disadvantage due to the unavailability of the motor vehicle;
3. to cargo and luggage;
4. caused by or arising from committing or participating in a crime or an attempt thereto by the insured.

## **5. CLAIMS SETTLEMENT**

### **5.1. EXPERT ASSESSMENT**

Insofar as the extent of the damage and the amount of the costs are not arranged by mutual consent, these will be determined by an expert, to be appointed by the insurer, and also based on the data and information provided by the insured.

### **5.2. DAMAGE AND COSTS PAYMENT TERM**

The insurer undertakes to pay the amount due for the damage and costs as soon as possible after receipt of all the damage documents. However, if the claim concerns loss, theft or unlawful appropriation, then a waiting period of thirty days applies from the date the incident is registered with the insurer, this in connection with the possibility of recovering the lost motor vehicle.

### **5.3. TRANSFER OF RIGHTS: & TRANSFER OF MOTOR VEHICLE**

The insured is obliged, if the insurer so wishes, to transfer in writing all rights that they may have regarding the damage to others. The insurer waives its statutory right of recourse against the insured person, except if an exclusion as referred to in article 4 applies to that insured person. The insured is not entitled to transfer the motor vehicle to the insurer after damage. However, in the event of loss, the insured, who is also the owner, is obliged to transfer the ownership of the motor vehicle to the insurer by deed before any compensation is paid. In turn, if the motor vehicle is recovered and if the insured expressly so wishes, the insurer is obliged to return the property to the insured. If the damage compensation has already been paid out, the policyholder must repay this amount, if applicable after deducting the costs of repairing the damage caused to the motor vehicle during the period in which the vehicle had disappeared.

### **5.4. MANAGEMENT DURING CLAIM SETTLEMENT**

The insurer will take the lead in settling the claim and in any ensuing procedures.

### **5.5. RECOVERY OF SETTLEMENT**

Under the WAM (Dutch Motor Insurance Liability Act) or similar legislation, the insurer is authorised to recover any settlement paid, together with interest and costs from the policyholder or another insured person who could not assume in good faith that their liability was covered by this insurance, if:

1. an exclusion applies;
2. damage is caused (also by a party other than the insured), after the cover has ended and the insurer has not been informed of the termination in accordance with Article 7.4 of the General module and Article 2.5 of these terms and conditions.

#### **5.6. NOTIFYING MISSING VEHICLE IMMEDIATELY**

Upon discovery of the loss of a vehicle insured against theft, the insured must notify the insurer of this fact immediately. The insured agrees to the insurer reporting the vehicle data to the Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit - VbV), so that private organisations approved by the government can be engaged by the insurer to retrieve and return the vehicle. The insured may also report the vehicle missing directly by contacting the VbV help desk, which can be reached 24 hours a day (telephone number +31 (0)55 741 00 01). The loss must also be reported to the police immediately.

#### **6. DEDUCTIBLE**

A policyholder's claim will be subject to deductible for each incident, as stated on the policy schedule. A deductible is not applicable to cover for:

1. emergency call centre;
2. collateral;
3. help to injured persons;
4. In addition, there is no deductible in the event of:
  1. Total loss
  2. Natural disasters
  3. Transport
  4. Fire
  5. Cover for theft
  6. Windscreen damage that can be repaired with the synthetic resin method.
  7. Windscreen replacement

If in addition to the comprehensive cover another insurance policy covering vehicle damage or liability risk for the insured motor vehicle is also in force with the insurer, the policyholder's claim will only be subject to the deductible once per event, and then the highest amount.

## LIABILITY INSURANCE FOR MOTOR VEHICLES

### 1. GENERAL INFORMATION

These specific terms and conditions form an integral part of the Standard Terms and Conditions of Hoeksche Waard Assuradeuren. In the event of a difference between the two, the provisions of the specific terms and conditions take precedence. Without giving consideration to what might otherwise have been stipulated in these insurance conditions, this insurance shall be deemed to meet the requirements set by or pursuant to the Dutch Motor Insurance Liability Act (referred to as WAM in these conditions). If the liability covered by this insurance policy is also covered under another policy, whether or not from an earlier date, or would have been covered under that policy if cover under this insurance policy would not have existed, then this insurance policy will only be considered as an excess over and above the cover that is granted, or would have been granted, by the other insurance policy if this policy did not exist.

### 2. ADDITIONAL DEFINITIONS

#### 2.1. WAM

Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)].

#### 2.2. DAMAGE

1. damage to persons: damage through injury or harm to the health of persons, irrespective of whether this results in death, including the resulting damage.
2. damage to goods: damage caused by damage to, destruction of or loss of goods belonging to third parties, including the resulting damage.

### 3. COVER

#### 3.1. LIABILITY COVER

The insurance covers the liability of the insured parties for damage to persons and damage to property during the term of the insurance caused with or by the insured vehicle, as well as damage caused by or in connection with the load transported by the motor vehicle insured while the load is on, is being transported with, falls from or after it has fallen from the insured vehicle, up to a maximum of the insured amount stated on the policy schedule per event. Damage caused during loading or unloading is not covered. If a higher maximum insured amount is prescribed pursuant to the legislation similar to that of the Dutch WAM in the country where the incident occurs and which belongs to the area of insurance, this higher amount will apply.

#### 3.2. LEGAL COSTS AND/OR INTEREST

An amount in excess of the insured amount will be paid, if necessary:

1. the costs of proceedings conducted with the insurer's consent and at its request and legal assistance provided on its instructions;
2. the statutory interest owed by the insured on the part of the principal sum covered by the insurance.

#### 3.3. DAMAGE TO OTHER MOTOR VEHICLES BELONGING TO THE POLICYHOLDER

The insurance policy covers the damage caused to another motor vehicle belonging to the policyholder, however, only:

1. if the accident occurred while the motor vehicle insured was being used on a road open to public traffic, and
2. the insurer would already have been obliged to compensate the damage if this damage would have been suffered by any third party.

Any trading loss and/or depreciation will not be reimbursed.

## 4. EXCLUSIONS

In addition to the exclusions set out in the Standard Insurance Policy Conditions and in the Standard Motor Vehicle Insurance terms and conditions, the insurance does not cover any of the following:

### 4.1. PUNINSURED DAMAGE TO PERSONS

Personal injury incurred by the driver of the motor vehicle that caused the accident.

### 4.2. GOOD IN TRUST

The damage including the ensuing damage relating to:

1. the motor vehicle that caused the damage;
2. goods carried with or by the motor vehicle that caused the damage, with the exception of clothing and jewellery worn by passengers;
3. the goods belonging to an insured party or which are in the insured's possession for whatever reason.

### 4.3. FINES AND COSTS

1. fines and financial penalties;
2. settlement and penalty payments;
3. court costs relating to criminal proceedings, except for the costs as referred to in Article 4.3.

## 5. CLAIMS SETTLEMENT

The insurer is responsible for the assessing and settling the damage and has the right to compensate the injured parties directly and to make settlement arrangements with them. If the compensation payable consists of periodic payments and if the value of these payments, taking into account any other compensation, exceeds the sum insured, the duration or the amount of these payments shall be reduced proportionately.

## 6. RIGHT OF RECOURSE

If the insurance is invalid or does not provide cover and the insurer is nevertheless obliged to pay compensation under the WAM in respect of the event, the insurer shall be entitled to recover such damage, including the costs incurred in this respect, from those insured parties to whom the exclusion applies.

## COMPREHENSIVE MOTOR VEHICLE INSURANCE

### 1. GENERAL INFORMATION

These specific terms and conditions form an integral part of the Standard Terms and Conditions of Hoeksche Waard Assuradeuren. In the event of a difference between the two, the provisions of the specific terms and conditions take precedence.

### 2. ADDITIONAL DEFINITIONS

#### 2.1. LIST PRICE

At the time of the incident, the list price of a new motor vehicle of the same brand, model, type and version with the same accessories, plus the delivery costs.

#### 2.2. CURRENT MARKET VALUE

The list price less an amount for depreciation due to ageing and wear and tear.

#### 2.3. ACCESSORIES

The non-standard equipment that is fitted to the motor vehicle, that does not affect the technical condition or driving performance of the motor vehicle if those accessories are not replaced or without making one or more modifications.

#### 2.4. IGNITION KEYS, VEHICLE KEYS AND/OR KEY CARDS

All mechanical and/or electronic means supplied with the motor vehicle as standard and which are used to open the motor vehicle and/or to start the motor vehicle's engine.

### 3. COVER

#### 3.1. COMPREHENSIVE COVER

The insurance policy covers the damage or loss of the motor vehicle caused by:

1. collision, crash, overturning, skidding, bumping, sliding from the road and/or landing in water;
2. stroke of lightning, fire-fighting water, fire, short circuit, explosion or self-combustion;
3. theft, fraud, extortion and unlawful appropriation, forced entry, joyriding, vandalism or attempts to do so.
4. bonnet, boot lid or doors opening spontaneously;
5. damage to windows or other glass parts;
6. incorrect refuelling.

All this regardless of whether the cause of the damage is attributable to a mechanical and/or electronic defect or a defect of the motor vehicle itself and, in addition, damage to or loss of the vehicle by:

7. the load or luggage carried in or on motor vehicle;
8. earthquake, avalanche, natural disaster, flooding, tidal wave or volcanic eruption;
9. storm, understood to mean wind speed of 14 metres per second (wind force 7) or higher, by objects due to the storm, hailstones, unexpected loose chippings;
10. animals;
11. aircraft or objects from aircraft;
12. riots;

13. broken windows or other broken glass parts;
14. towing, hoisting and salvaging;
15. environmental pollution arising from a sudden uncertain event;
16. freezing if directly related to an event as described in this article;
17. malicious damage;
18. any other external calamity.

### **3.2. PICK UP AND DELIVERY SERVICE**

In the event of damage, which is insured, to a motor vehicle with comprehensive cover the vehicle will be fetched from and returned to an address to be specified in the country where the vehicle is normally kept.

### **3.3. ACCESSORY COVER**

If the motor vehicle is insured with comprehensive cover, the insurance policy covers the damage to or loss of the accessories insofar as ownership can be demonstrated by means of original purchase receipts. Audio, visual, telecommunications and navigation equipment installed separately in the motor vehicle, and not factory-installed, are also covered to a maximum of € 10,000. Mobile audio, visual, telecommunications and navigation equipment attached or carried separately in the motor vehicle (such as mobile phones and mobile navigation equipment) are excluded from the cover.

In addition, the accessory cover also covers damage or loss of winter tyres, wheels, ski boxes, (targa or other) roof panels, factory-supplied suitcase sets, car covers and battery chargers. The maximum reimbursement payable over and above the insured amount is € 10,000.

### **3.4. WHEELS AND/OR UPHOLSTERY**

If after accidental damage covered by this insurance policy it transpires that matching wheels and/or upholstery are no longer available due to the age of the vehicle, this cover entitles the policyholder to compensation for all the wheels (not including tyres) and/or a complete set of upholstery. The maximum compensation is € 15,000.

### **3.5. ADDITIONAL COVER**

The insurance policy covers the following, irrespective of the maximum insured sum:

1. contribution to the general average; and for an event as described in Article 3.1 or 3.2 in addition the costs regarding:
2. guarding and transport, unless this is already covered by the emergency call centre service;
3. import duties if the motor vehicle has to be left behind in another country;
4. clearing the wreck.

### **3.6. FIRST LOSS DEPRECIATION**

Following an incident that is covered by the comprehensive motor vehicle insurance, this cover entitles the holder to compensation for possible depreciation. The maximum depreciation allowance is € 10,000. The depreciation is determined by an independent expert who reassesses the motor vehicle after repair. At the time of the incident, the motor vehicle must have a valid valuation report. The depreciation amount is determined as the difference between the value stated on the valuation reports from before and after the incident.

### **3.7. EXCESS VALUE COVER**

If at the time damage is incurred the actual value of the insured motor vehicle transpires to be higher than the assessed value stated on the policy schedule, and if the vehicle is a write off, the compensation will be calculated as follows:

- a. If a valid valuation report issued less than 12 months ago can be submitted for each motor vehicle involved, then the assessed value will be increased to the actual value by a maximum of 25%, yet the increase will not exceed € 250,000.
- b. If a valid valuation report issued more than 12 months but less than 36 months ago can be submitted for each motor vehicle involved, then the assessed value will be increased to the actual value by a maximum of 15%, yet the increase will not exceed € 50,000.

If multiple motor vehicles are involved in a single event, cover is limited to a total of € 250,000 per incident for all motor vehicles involved.

### **3.8. RACEBAAN OF CIRCUITDEKKING, NIET COMPETATIEF**

Contrary to that stated in the General Terms and Conditions for Motor Vehicles, paragraph 4.2 'Uninsured use' the insurance company offers cover if the policyholder participates with the motor vehicle in a pre-organised club event that takes place on a race track or circuit, provided the event takes place within the area of insurance as stated in paragraph 2.3 'Area of insurance' and provided that there is no question of a race or sporting pace, competition, speed test or thorough reliability test of the motor vehicle. In the event of damage covered by the insurance policy as described in the Comprehensive Vehicle Insurance section, paragraph 3 'Cover', the additional risk amounts to 10% of the sum insured. Compensation under this cover amounts to a maximum of € 350,000 or the insured value of the motor vehicle, whichever is the lower. Under this cover all forms of liability, as described in the Liability Insurance for Motor Vehicles section is excluded.

### **3.9. FREE MOTOR VEHICLE VALUE ASSESSMENT**

Motor vehicles older than 36 months can be valued at the insurer's expense. However, the maximum allowance in any one year may not exceed the gross annual premium for this cover. If this amount is exceeded, the costs will be passed on directly to the policyholder. A valuation report is valid for 3 years. If the policyholder terminated the insurance policy within the validity of the valuation report, the policyholder must repay the costs incurred for the valuation report pro-rata. This does not apply if the policy is terminated by the insurer.

#### **3.9.1 REPLACEMENT COST OR REPAIR COSTS SCHEME**

An extensive scheme for replacement costs applies to motor vehicles first registered less than 15 years ago and with a maximum comprehensive insured value of € 500,000. If the replacement costs of the motor vehicle stated on the policy schedule are higher than the insured sum insured of the motor vehicle for the same brand, model, technical features, mileage and age and in the same condition as the insured motor vehicle immediately prior to the covered incident, up to 150% of the comprehensive insured value as stated on the policy schedule.

An extensive scheme for repair costs applies to motor vehicles first registered more than 15 years ago. If the repair costs of the motor vehicle stated on the policy schedule are higher than the insured sum of the motor vehicle that is the subject of the claim for compensation, then the insurance company will pay supplementary compensation of up to 25% of the comprehensive insured amount as stated on the policy schedule, or a up to € 100,000, whichever is the lower, in addition to the insured amount to restore the motor vehicle to the same condition as it was in immediately prior to the covered incident. This compensation will be paid out as soon as the insurance company has received and approved the invoices for the repair work. Under no circumstances will compensation be paid in cash.

### **3.9.2 CONTRACTUAL LEASE OBLIGATIONS OWED**

If the motor vehicle is a write off following a comprehensively insured incident, this cover entitles the policyholder to an additional allowance for the contractual lease obligations. If applicable, this compensation also includes any deposit paid that is not refunded by the lease company as well as any costs included in the lease agreement for premature termination.

This scheme does not apply to unpaid periodic lease payments due to:

- Overdue lease instalments at the time of the incident;
- Financial fines under the lease agreement for wear and tear or high mileage;
- Additional costs that may arise from the lease agreement, for example for extended guarantees, additional insurance policies or transfer of balances from previous loans or lease agreements.

### **3.10. REPLACEMENT VEHICLE**

If the motor vehicle is a passenger car and is covered by comprehensive insurance, a replacement vehicle will be available subject to the following provisions:

1. in the event of an insured event, the insurer will reimburse the costs of replacement transport up to a maximum of € 200 excluding VAT per day with a maximum of € 3000 for the whole period. The conditions to become eligible for this benefit are that repairs to the vehicle cannot be completed within two working days (this is understood to be an (objective) technical repair duration) and that the expenses must be supported by receipts;
2. in the event an insured event occurs outside the Netherlands, but within the area of insurance and as long as the insured stays outside the Netherlands and if the vehicle cannot be repaired within two working days, the allowance for hiring a replacement vehicle is a maximum of € 100 excluding VAT per day for a maximum period of fifteen days;
3. in the event of theft of the whole vehicle a maximum allowance of € 100 excluding VAT per day applies for a maximum period of thirty days.

## **4. EXCLUSIONS**

In addition to the exclusions set out in the Standard Terms and Conditions and in the Standard Motor Vehicle Insurance terms and conditions, the insurance does not cover any of the following:

1. wear and tear;
2. slow acting weather influences;
3. depreciation following an incident covered by the comprehensive motor vehicle insurance that amounts to more than € 10,000. In accordance with the policy conditions, this cover entitles you to a maximum allowance for possible depreciation. The maximum depreciation allowance is € 10,000. The depreciation is determined by an independent expert who reassess the motor vehicle after repair. At the time of the incident, the motor vehicle must have a valid valuation report. The depreciation amount is determined as the difference between the value stated on the valuation reports from before and after the incident;
4. that which is exclusively the result of a vehicle failure, insufficient maintenance, construction or material errors or the result of failure to repair a damage to the motor vehicle;
5. damage to cargo and luggage;
6. as a result of freezing, unless this is the direct result of an incident covered by this comprehensive insurance policy; If, in the case this insurance policy did not exist, a claim could be made for compensation for damage incurred based on any other insurance policy or provision, whether or not of an older date, then compensation will only be paid for the amount of the benefit over and above that of the other provision or insurance policy.

## 6. CLAIMS SETTLEMENT

Without prejudice to the provisions in the Standard Motor Vehicle Insurance Terms and Conditions regarding claim settlement, the following provisions apply.

1. Without prior written authorisation from the insurer, the policyholder is entitled to compensation for repairs to a maximum amount of € 1,000 excluding VAT subject to providing a specified invoice.
2. For repair work costing more than € 1,000 excluding VAT the policyholder must wait until agreement on the extent of the damage is reached before proceeding with the repair work or sale of the motor vehicle.
3. In the event of a dispute with the expert appointed by the insurer, the policyholder is also be entitled to appoint an expert to determine the loss. The costs of this expert are for the account of the policyholder. In the event that the two experts are unable to reach agreement on the amount of the loss, they will appoint a third expert in advance. After hearing the two experts referred to above, this third expert's assessment of the loss will be binding within the limits of the amounts they determined and will specify who will bear the cost incurred in this respect.
4. Assessment of the damage and permission to repair take place without the insurer being liable to pay compensation for damage.
5. In the event of theft, missing, fraud, extortion or unlawful appropriation of the motor vehicle:
  - a. the insurer is only obliged to process the incident after thirty days have elapsed since the theft was reported to the police and reported to the insurer, and the motor vehicle has not yet actually been recovered, on the understanding that if the motor vehicle becomes available again to the policyholder within thirty days of the reports being made, the insurer will only be obliged to compensate for loss or damage to the motor vehicle that occurred during the period that the vehicle was not available to the policyholder;
  - b. the insurer will settle the loss if the motor vehicle has not become available to the policyholder after thirty days after the reports were filed and provided that the policyholder has transferred the ownership of the motor vehicle to the insurer.
6. Payment of the damage determined by the insurer will be made as soon as possible after agreement has been reached on the entitlement to and the amount of the compensation.
7. The compensation to be paid by the insurer will be paid exclusive of VAT if the insured is entitled to deduct or reclaim this VAT.
8. Compensation will be paid to:
  - the policyholder;
  - the legal heirs if the policyholder has died.
9. Unlawful appropriation  
If a motor vehicle insured in the policy (understood not being loose parts) is unlawfully appropriated, the insurer will compensate all reasonably incurred external costs up to a maximum of € 10,000 per incident. Costs in this context are understood to include legal costs, costs of detective agency and a finders' fee. Unlawful appropriation is understood to mean the deliberate unlawful appropriation of a good belonging to another, which good the person has come to possess by means other than as the result of a crime. Policyholder is obliged to provide evidence of the expenses incurred by means of specified invoices or other original documents.
10. The policyholder is responsible for determining the insured amounts stated on the policy schedule concerning the motor vehicle, as well as any attached object and accessories based on the original gross list prices including BPM (private motor vehicle and motorcycle tax) and delivery costs.  
If in the event of an incident it transpires that the insured amounts stated on the policy schedule are lower than described above, the compensation will be in proportion to the insured amount that should have actually been insured when the insurance was agreed.

## 7. LOSS ASSESSMENT

### 7.1. DAMAGE

1. The insurer will reimburse the repair costs up to the difference between the current market value at the time of the incident and the residual value.
2. If the repair costs exceed the difference calculated in 7.1.1, then the motor vehicle will be declared a total loss and the damage will be assessed depending on the provisions of Article 7.2 of the policy.

### 7.2. DETERMINING THE TOTAL LOSS VALUE

In the event of damage to the motor vehicle, special new value and purchase value regulations apply in addition and as required contrary to that stated in Article 7.1:

#### 1. New value scheme for first owner

If according to the policy schedule the motor vehicle is a passenger car (not a lease car, motor vehicle intended for taxi transport or driving lessons), which was new when the Dutch Vehicle Registration Certificate Part 1 was first issued, you will be entitled to this special claim settlement, if one of the following three events occurred:

- a. in the event of damage within 36 months of the Vehicle Registration Certificate Part 1 being issued, the repair costs exceed  $\frac{2}{3}$  of the new value (including accessories) at the time of the incident;
- b. in the event of damage occurring after 36 months but within 60 months of the Vehicle Registration Certificate Part 1 being issued, the repair costs exceed  $\frac{2}{3}$  of the applicable new value (including accessories) less a fixed depreciation calculated from the 36th month at 1% per month or part thereof;
- c. the entire motor vehicle is stolen.

The special claim settlement is as follows:

- d. in the event of an incident within 36 months of the Vehicle Registration Certificate Part 1 being issued, you will be entitled to the new value (including accessories) of the motor vehicle;
- e. in the event of damage occurring after 36 months but within 60 months of the Vehicle Registration Certificate Part 1 being issued, you will be entitled to the applicable new value (including accessories) less the fixed depreciation calculated from the 36th month at 1% per month or part thereof. If the value calculated in this manner is lower than the market value of the motor vehicle, the insurance company will compensate the higher current market value.

#### 2. Purchase value scheme for not first owner

If the policyholder is not the first owner of the insured motor vehicle and at the time of purchase the vehicle is not older than 120 months, is not a lease car, motor vehicle intended for taxi transport or driving lessons, in the event of total loss during the first 36 months after purchase, the compensation will equal the purchase value. Thereafter, in the event of total loss, the purchase value will be reimbursed after deduction of 1% for each month or part thereof, calculated from the 36th month after the date of purchase of the insured motor vehicle. This depreciation rule ends as soon as the vehicle is older than 120 months after the date of first admission. The policyholder must demonstrate the purchase date and purchase value by submitting a copy of the purchase receipt of the insured motor vehicle. If the value calculated in this manner is lower than the market value of the motor vehicle, the insurance company will compensate the higher current market value.

In all other cases, with the exception of those described in article 7.2.1 and article 7.2.2, compensation will be paid for the current market value of the motor vehicle at the time of the incident giving rise to the damage, but less the value of the residual parts.

### 7.3. TRANSFER OF MOTOR VEHICLE

When compensation in the event of total loss of the motor vehicle is paid, the insurer reserves the right to transfer ownership of the wreck to a third party to be appointed by the insurer. The compensation will be paid only after the insurer has acquired all parts of the vehicle registration certificate.

### 7.4. ADDITIONAL COMPENSATION

As extension to the cover as described in article 3.1 (comprehensive cover) additional costs incurred for the insured motor vehicle will be compensated as follows:

1. the expenses of purchasing:
  - a. new vehicle registration certificate;
  - b. ignition and vehicle keys;
  - c. and/or key cards.
2. the cost of programming new ignition keys and/or vehicle keys and/or key cards, or – if this is not possible – replacement of the ignition lock of the insured motor vehicle.
3. the cost of replacing the ignition lock, all vehicle locks and reprogramming the immobiliser, only if:
  - a. theft of keys after forced entry to the premises or home where the keys were located at the time of the incident;
  - b. extortion that results in the loss of keys;
  - c. fraud that results in the loss of keys.

The theft, extortion or fraud must be made plausible by submitting a copy of the official police report. Loss of keys and/or key cards is excluded from the cover. If the ignition lock and/or vehicle lock is replaced, the maximum compensation is € 1,000 per incident.

## ACCIDENT INSURANCE FOR PASSENGERS

### 1. GENERAL INFORMATION

These specific terms and conditions form an integral part of the Standard Terms and Conditions of Hoeksche Waard Assuradeuren. In the event of a difference between the two, the provisions of the specific terms and conditions take precedence.

### 2. ADDITIONAL DEFINITIONS

#### 2.1. INSURED PARTIES

Those who, with the policyholder's permission, are in the motor vehicle's seats which are fitted for personal transport in accordance with statutory provisions and standards, namely:

1. the driver;
2. the passengers;
3. the driver and passenger or passengers if they carry out emergency repairs to the motor vehicle in which they are transported en route or assist with carrying out emergency repairs, or are refuelling the vehicle or cleaning its windows.

#### 2.2. PASSENGERS

Those who are being transported by the motor vehicle, or who are climbing on or off or are getting in or out of the motor vehicle but without driving the motor vehicle by themselves.

#### 2.3. DRIVERS

Those who actually drive or operate the motor vehicle, or who are climbing on or off or are getting in or out of the motor vehicle.

#### 2.4. ACCIDENT

An incident related to the insured participating in traffic with the insured motor vehicle and who as a result, suffers medically demonstrable physical injury and/or death as a result of an external, sudden, involuntary, violent action to the body of an insured person. Accident is also understood to include:

1. drowning;
2. fall into water or any other liquid or solid substance;
3. suffocation;
4. freezing;
5. stroke of lightning;
6. sunstroke;
7. burning;
8. acute poisoning ingesting gases/vapours of solid or liquid substances (other than viruses or bacterial pathogens);
9. exacerbation or complications as a result of first aid or medical treatment of accident injuries;
10. wound infection and blood poisoning, insofar as it can be medically established that the death or physical injury resulting from these causes is due to the participation in traffic, which resulted in the incident that happened to the insured with the motor vehicle.

#### 2.5. THOSE ENTITLED TO BENEFITS

1. For the death benefit: the legal spouse of the insured, in the absence of this person: the legal heirs;
2. For the other benefits: the insured.

The State of the Netherlands will not be recognised as heir-at-law.

### 3. COVER

#### 3.1. IN THE EVENT OF DEATH

1. Insured sum  
The insurance pays out up to the insured amount stated on the policy schedule in the event of death as a direct result of a traffic accident that occurs to the insured within the period of validity of the insurance.
2. Age-related benefit  
In the event of death of an insured person under eighteen or older than seventy years, the benefit will apply € 3,400.
3. Advance payment of benefit  
If a permanent disability payment has already been made for the same insured party for the same accident, this payment will be deducted from the death benefit.

#### 3.2. IN THE EVENT OF PERMANENT DISABILITY

1. Insured sum
  - a. The insurance pays benefit for the portion of the insured amount stated in the policy schedule related to the degree of invalidity for permanent disability as a direct consequence of an accident occurring to the insured person within the validity period of the insurance.
  - b. Contrary to the provisions of this article, paragraph 1.a, of the insured sum the following benefit will be paid:

**In the event of total incurable:**

Mental disorder	100%
Paralysis	100%

**In the case of total loss of:**

The sight in both eyes	100%
The sight in one eye	30%
The hearing of both ears	50%
The hearing of one ear	20%

**In the case of total function loss of:**

The arm to the shoulder joint	75%
The arm to the elbow joint or between elbow and shoulder joint	65%
The hand to in the wrist or the arm between wrist and elbow joint	60%
The thumb	25%
The index finger	15%
The middle finger	12%
The ring finger or the little finger	10%
The leg to in the hip joint	70%
The leg to in the knee joint or between the knee and hip joint	60%
The foot to in the ankle joint or the leg between the ankle joint and knee joint	50%

- c. No more than a total of 100% will ever be paid out.
- d. In the event of compound hand or finger injuries, no more than 60% will ever be paid out.
- e. In the event of partial loss or partial functional loss, the percentages referred to above under b. and c. will be paid out proportionally.

2. Reduction of benefit  
If before the accident any part of the body, organ or function was lost, in partially or in full, the benefit will be reduced proportionally.
3. Age-related benefit  
In the event of permanent disability of an insured person older than seventy years, the maximum benefit is € 3,400.
4. Profession/occupation  
For the purpose of determining the degree of permanent disability, the profession or occupation of the insured will not be taken into consideration.

### **3.3. DAMAGE COVER**

#### 1. Insured sum

The insurance covers damage up to a maximum of € 450 per insured person due to:

- a. physical injury or damage to health whether or not resulting in death;
  - b. damage or loss other than by theft or loss of material goods which are carried by an insured person on the body or in luggage which is on or in the motor vehicle, as a direct result of an accident which occurs to the insured within the validity period of the insurance.
2. Determining the damage  
The extent of the damage and – in the event of the death of the insured – the designation of those entitled to compensation, will take place in accordance with the provisions of Civil Law applicable to the unlawful act. Any payment to which the injured party is entitled by virtue of any insurance or law – whatever it may be called – or employment contract, will be deducted when determining the amount of the compensation.

### **3.4. CONCURRENCE**

If a claim can be made for compensation for damage based on any insurance, law or provision, whether or not from an earlier date, then this cover will only be considered as an excess over and above the cover that is granted, or would have been granted, by the other cover if this policy did not exist.

### **3.5. END OF THE COVER**

In the event of sale and any transfer of ownership other than by way of universal title, accompanied by the actual furnishing of possession of the motor vehicles, until then the property of:

1. the policyholder;
2. the life partner of the policyholder;
3. the policyholder's business, to persons other than the insured persons mentioned, the insurance policy will terminate immediately.

## **4. EXCLUSIONS**

In addition to the exclusions stated in the General Insurance Conditions and the General Motor Insurance Conditions, the insurance does not cover an accident:

1. caused by the occurrence or exacerbation of an intestinal fracture or injury to intervertebral discs;
2. to the passengers who are outside the cabin or not sitting on legally permitted seats.

## **5. OBLIGATIONS IN THE EVENT OF AN ACCIDENT**

### **5.1. OBLIGATIONS OF THE INSURED**

Without prejudice to the provisions of the Standard Insurance Policy Conditions, in the event of an accident the insured is obliged:

1. to seek medical treatment immediately and to do everything possible to encourage rapid healing;
2. at the insurer's expense, to be examined by a physician appointed by the insurer;
3. at the insurer's expense, to be admitted to a hospital or other medical institution designated by the insurer for examination;
4. to inform the insurer immediately of their full or partial recovery;
5. not to conceal any facts or circumstances that are relevant to the determination of the compensation and/or benefits;
6. to authorise the insurer to obtain information from third parties.

### **5.2. OBLIGATIONS OF THE HEIRS**

In the event of an accident the legal heirs are obliged to:

1. inform the insurer immediately if there is an immediate danger to the insured person's life;
2. if the insured person has died, inform the insurer as soon as possible but at least 48 hours before the funeral or cremation of the insured;
3. to give their consent and cooperation to all measures that the insurer deems necessary to establish the cause of death;
4. to provide all information required by the insurer;
5. not to conceal any facts or circumstances that are relevant to the determination of the compensation and/or benefits;
6. to authorise the insurer to obtain information from third parties.

If the obligations referred to in 5.1 and 5.2 above are not fulfilled, all entitlements to payment will lapse.

## **6. DETERMINATION OF BENEFITS AND/OR ALLOWANCES**

### **6.1. ENTITLEMENT TO BENEFIT**

The insurer will assess the entitlement to benefit and/or compensation based on information from medical and other experts to be appointed by the insurer.

### **6.2. DEATH**

The death benefit will be determined as soon as the insurer's investigation into the accident, the cause of death and the relationship between the two is concluded.

### **6.3. PERMANENT DISABILITY**

1. The permanent invalidity allowance will be determined as soon as:
  - a. a permanent condition is reached;
  - b. twenty-four months after the accident have passed, unless the insured requests that the determination be postponed until a permanent situation is reached.
2. If the insured dies as a direct result of the accident before the degree of disability has been determined, there is no entitlement to permanent disability benefit.
3. If the insured person dies, other than as a direct result of the accident, before the degree of disability has been determined, the benefit will be fixed at the amount of the payment which presumably would have been determined if the insured person had not died.

#### **6.4. EXISTING DISORDERS**

If the insured was already suffering from ailments, illnesses or defects before the accident, when determining the disability benefit and/or compensation, only the consequences of the accident that would have occurred if these ailments, illnesses or defects had not been present will be taken into account.

#### **6.5. NUMBER OF PASSENGERS**

If, in the event of an accident, it transpires that the number of vehicle occupants was greater than the number for which the motor vehicle is equipped, the payment for each insured person will be reduced in the ratio of the number of seats to the number of occupants. If the number is exceeded, three persons under the age of eighteen will be equated with two persons aged eighteen or older.

#### **6.6. INTEREST PAYMENT**

If the insured is entitled to payment due to permanent disability and the amount of the payment cannot be determined within three months of the accident being reported to the insurer and if and insofar as the insured has fulfilled and continues to fulfil the obligations described in article 5, the insurer will increase the payment with the statutory interest from the date of expiry of this period until the time at which the amount of the payment is determined by the insurer.

### **7. EXPIRATION**

Without prejudice to the provisions of the General Insurance Conditions, any right to payment will lapse if the notification or communication in accordance with article 5 of these conditions takes place more than sixty months after the accident occurred.

## NON-LIFE INSURANCE FOR PASSENGERS

### 1. GENERAL INFORMATION

These specific terms and conditions form an integral part of the Standard Terms and Conditions of Hoeksche Waard Assuradeuren. In the event of a difference between the two, the provisions of the specific terms and conditions take precedence.

### 2. ADDITIONAL DEFINITIONS

#### 2.1. INSURED PARTIES

Those who, with the policyholder's permission, are in the motor vehicle's seats which are fitted for personal transport in accordance with statutory provisions and standards, namely:

1. the driver;
2. the passengers;
3. the driver and passenger or passengers if they carry out emergency repairs to the motor to vehicle in which they are transported en route or assist with carrying out emergency repairs, or are refuelling the vehicle or cleaning its windows.

#### 2.2. PASSENGERS

Those who are being transported by the motor vehicle, or who are climbing on or off or are getting in or out of the motor vehicle but without driving the motor vehicle by themselves.

#### 2.3. DRIVERS

Those who actually drive or operate the motor vehicle, or who are climbing on or off or are getting in or out of the motor vehicle

#### 2.4. CURRENT MARKET VALUE

The list price less an amount for depreciation due to ageing and wear and tear.

#### 2.5. ACCIDENT

A sudden, external, involuntary violence acting on the body of the insured party, which is the sole and direct cause of a physical injury that can be medically established, and which results in death or permanent disability. Also treated as an accident are:

1. burning, freezing, stroke of lightning, electric shock, sunstroke;
2. drowning, suffocation, ingesting pathogens due to an involuntary fall into water or in any other liquid or solid substance;
3. exhaustion, starvation or dehydration as a result of involuntary isolation from the outside world;
4. wound infection and blood poisoning directly related to an accident;
5. exacerbation or complications of accident injury as a direct result of first aid or medical treatment of accident injuries;
6. acute poisoning by unintendedly ingesting poisonous gases/vapours of solid or liquid substances (other than viruses or bacterial pathogens).

### **3. COVER**

#### **3.1. DAMAGE COVER**

The insurance covers, up to a maximum of the insured amount stated on the policy schedule per event, for all insured parties together, the damage that is the direct and immediate result of an accident:

1. as a result of injury or damage to the health of the insured party or parties, whether or not resulting in death;
2. as a result of damage to or loss of goods belonging to the insured party or parties and which are transported with the insured motor vehicle, other than by theft and loss, including clothing worn by the insured party or parties when the accident occurred;
3. the loss of maintenance for surviving relatives as described in Section 6:108 subsection 1 of the Dutch Civil Code.
4. immaterial damage (compensation for pain and suffering). Damage as described in article 6:106 paragraph 1 sub b of the Dutch Civil Code. Contrary to that stated above, no compensation will be granted for:
  - a. costs as described in Article 6:96 paragraph 2 of the Dutch Civil Code;
  - b. costs incurred by a third party, as described in Article 6:07 of the Dutch Civil Code.

However, the costs incurred with the insurer's permission or on its instructions will be reimbursed.

#### **3.2. CONCURRENCE**

If a claim can be made for compensation for damage based on any insurance, law or provision, whether or not from an earlier date, then this cover will only be considered as an excess over and above the cover that is granted, or would have been granted, by the other cover if this policy did not exist.

#### **3.3. END OF THE COVER**

In the event of sale and any transfer of ownership other than by way of universal title, accompanied by the actual furnishing of possession of the motor vehicles, until then the property of:

1. the policyholder;
2. the policyholder's life partner, to persons other than the insured persons mentioned, the insurance policy will terminate immediately.

### **4. EXCLUSIONS**

In addition to the exclusions set out in the Standard Terms and Conditions and in the Standard Motor Vehicle Insurance terms and conditions, the insurance does not cover any of the following damage:

1. to passengers who are not sitting on legally permitted seats;
2. caused by not wearing the prescribed safety belt or helmet;
3. to items that belong to any trading stock or the equipment or loose or fixed accessories belonging to the motor vehicle;
4. relating to money, unprocessed precious metals, unset precious stones, valuable papers, sample collections, works of art and objects with rarity value;
5. to the load;
6. to a trailer or caravan and the objects transported therein.

## 5. OBLIGATIONS IN THE EVENT OF DAMAGE

### 5.1. OBLIGATIONS OF THE INSURED

Without prejudice to the provisions of the Standard Insurance Policy Conditions, in the event of damage the insured is obliged:

1. to inform the insurer immediately of their full or partial recovery;
2. not to conceal any facts or circumstances that are relevant to the determination of the compensation and/or benefits;
3. to authorise the insurer to obtain information from third parties.

### 5.2. OBLIGATIONS OF THE HEIRS

In the event of damage the legal heirs are obliged:

1. to inform the insurer immediately if there is an immediate danger to the insured person's life;
2. if the insured person has died, inform the insurer as soon as possible, but at least 48 hours before the funeral or cremation;
3. to authorise the insurer to obtain information from third parties. If the obligations referred to in 5.1 and 5.2 above are not fulfilled, all entitlements to payment will lapse.

## 6. CLAIMS SETTLEMENT

The extent of the damage and – in the event of the death of an insured – the designation of those entitled to compensation, will take place in accordance with the provisions of Civil Law applicable to the unlawful act.

In the event of damage to the insured's goods as referred to in article 3.2, the insurer will reimburse the repair costs up to a maximum of the difference between the current market value immediately prior to the occurrence of the damage and the value of the remnants. If the cost of repair is greater or the goods are lost, the difference will be compensated.

If, at the time of the incident there are more than four insured parties in the motor vehicle other than the driver, the insured amounts per person will be reduced in proportion to the number of the insured parties actually present, on the understanding, however, that if the number is exceeded, three persons under the age of eighteen will be equated with two persons aged eighteen or older.