

# **Policy terms and conditions**

## **Comprehensive insurance for trailers**

**These policy terms and conditions form an integral part of the Hoeksche Waard Total insurance for Private individuals (HWTP). If there are any differences between the HWTP terms and conditions and this product, the terms and conditions of this product apply.**

**Version: 2019**

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## 1 Description of terms

### 1.1 Terms used

#### 1.1.1 Insured

The insured parties are:

- a. the policyholder (you). This is the person who has taken out this insurance policy and who ensures that the premium is paid;
- b. the holder and/or keeper of the trailer.

#### 1.1.1 Trailer

In these terms and conditions we understand trailer to be the trailer stated on your policy schedule. This concerns the trailer as it was originally delivered by the manufacturer or importer, including:

- a. replacement parts that have been fitted to the trailer and that are equivalent to the original parts (so not more expensive parts);
- b. the parts that you have notified us of separately and that are to be insured.

#### 1.1.2 The glass in your trailer

We understand glass to be:

- a. the glass or plastic windows and the like of your trailer;
- b. the materials required to fit this glass.

Glass does not include:

- c. the glass as part of a component, such as lighting units and indicators;
- d. decals, advertisements and the like, that are applied to the glass.

#### 1.1.3 Loss aversion

Measures that you or a co-insured person are reasonably expected to take to prevent or reduce further damage in event of an incident. But only if you have the opportunity to do so.

#### 1.1.4 Temporary measures

A temporary facility that you have to fit or have fitted to your trailer after the incident pending proper repairs. For example, a temporary replacement of a component or glass.

#### 1.1.5 Clearance

Clearance of insured objects at the emplacement where

the trailer is located and the neighbouring emplacements. We understand clearance to mean demolishing, clearing, removal, dumping and destroying.

#### 1.1.6 Current market value

The amount required to purchase a similar trailer. We understand a similar trailer to be a trailer of the same type and year, with the same quality and in the same condition.

#### 1.1.7 Residual value

The value of your trailer following an incident.

#### 1.1.8 Write-off

Your trailer is a technical write-off if you can no longer use it safely and if repair is not possible or repair would be irresponsible.

Your trailer is an economic write-off if the repair costs exceed the value of your trailer before the incident occurred, less the residual value after the incident.

## 2 Description of the cover Comprehensive cover for trailers

### 2.1 Scope of the cover

This insurance policy covers the material damage that you incur due to damage or loss of your trailer or parts thereof. We only cover this damage if this is caused by an insured incident that meets the following conditions:

- a. The incident occurred after the cover commenced.
- b. When you took out this insurance it was not certain this incident would take place.
- c. The incident occurred within the area of insurance cover of this insurance policy.
- d. Your trailer is normally kept in the Netherlands.

Per incident you will receive compensation for the damage incurred up to the maximum insured sum.

#### 2.1.1 Insured incidents

You are only insured for damage you suffer due to one of the following causes:

- a. a sudden external incident that you could not foresee or expect. For example, damage caused by yourself, by someone else or by the weather;

- b. a sudden, unexpected and unforeseen incident that is the result of a defect or fault of your trailer or a part thereof. In this case you are only insured if:
- damage to your trailer is caused by a fire or explosion as described in the Additional descriptions section;
  - damage to your trailer is caused by a short circuit;
  - the glass of your trailer is broken;
  - your trailer was involved in a crash, slid off the road, or landed in water;
  - your trailer has fallen over;
- c. theft or attempted theft of your trailer or components thereof;
- d. joyriding or attempted joyriding of the vehicle that is towing your trailer while your trailer was attached to this vehicle;
- e. fraud or unlawful appropriation concerning your trailer. However, you are not insured if the fraud or unlawful appropriation was perpetrated by:
- yourself or a co-insured; or
  - your former or current spouse, registered partner or other life companion, or that of a co-insured.

#### **2.1.2 Area of insurance cover**

You are insured for damage you incur in all countries of the world.

## **2.2 Supplementary cover**

You are entitled to the following cover if the conditions stated in the Scope of cover section are met.

This also applies if the total amount claimed is higher than the insured sum.

#### **2.2.1 Loss aversion**

If you incur damage or there is a danger that you will incur damage due to an insured incident, then you, a co-insured or someone else on your behalf must take measures to limit the damage and/or to prevent further damage occurring. We call this 'loss aversion'. The policy includes cover for the cost of loss aversion and any material damage to objects deployed to avert further loss.

We will only reimburse reasonable costs. Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### **2.2.2 Temporary measures**

If your trailer is damaged in an insured incident, and it will take a while before the damage can be properly repaired, then you may need to take temporary measures to be able to use your trailer in the meantime. For example, a temporary replacement of a component or glass.

If the temporary measures can be considered essential, then we will reimburse the costs incurred. Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### **2.2.3 Clearance**

If clearance work has to be conducted due to an insured incident in and/or around your trailer, then we will reimburse the costs of this work if it is not already included in the damage assessment. This only concerns the clearing of insured objects that are above ground.

Per incident you will receive compensation for this up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

#### **2.2.4 Liability**

a. If you, or a co-insured, as holder or keeper of the trailer are held liable for damage that you have caused to another natural or legal person, not included in the insurance cover, then we will pay compensation for the damage. We will only do this if the damage was caused with or by your trailer while it was not attached to a vehicle and was not in traffic. This concerns both personal injury and damage to the other person's property.

b. If you incur legal support costs in connection with this liability, then we will pay you supplementary compensation for this. This concerns costs incurred for:

- defence conducted at our request and under our direction. This concerns both out-of-court defence as well as defence in proceedings the other party files against you, your co-insured or us. We will also reimburse the costs of the proceedings that you, your co-insured or we have had to pay;
- legal assistance provided at our request in criminal proceedings against you or a co-insured person.

This cover only applies for costs that exceed the maximum compensation amount paid by other insurance policies that you have taken out (such as liability insurance). The

compensation per incident will not exceed € 1,000,000 for all insured parties together.

#### **2.2.5 Trailer recovery**

If your trailer is damaged such that you can no longer use it, then we will reimburse the costs you have to incur to have the trailer recovered and towed to the nearest garage.

We will only compensate these costs if the damage is the direct consequence of an insured incident and there are no other causes.

We will only reimburse reasonable costs. Per incident you will receive compensation up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

#### **2.2.6 Storage and security**

If your trailer is damaged such that you can no longer use it, and you therefore have to store or secure your caravan, then you will receive a compensation for these costs. You will only receive this compensation if the damage is the direct consequence of an insured incident and there are no other causes.

We will only reimburse reasonable costs. Per incident you will receive compensation up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

#### **2.2.7 Transport**

If you can no longer use your trailer or the vehicle towing your trailer due to an insured incident, then you will receive compensation for the costs of transporting the trailer to an address in the Netherlands. You may determine this address yourself. You will only receive compensation if the following conditions are met:

- a. The incident that caused the damage occurred outside the Netherlands.
- b. Your trailer and/or the vehicle towing the trailer cannot be repaired within four working days in such a way that it is safe for you to continue your journey. This cannot be achieved with emergency repairs.
- c. The cost of transporting the trailer is less than the current market value of the trailer immediately after the incident.

If your trailer is so badly damaged that the cost of transporting it are greater than the current market value of the trailer immediately after the incident, then you will receive compensation for importing and/or scrapping the

trailer in the country where the damage occurred. We will also reimburse the cost of transporting the items that were in trailer at the time of the incident. You can have these things transported to an address of your choice in the Netherlands. We will only reimburse reasonable costs. These must be necessary costs that you have actually incurred. Per incident you will receive compensation up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

#### **2.2.8 General average**

If your trailer was on board a ship that was in danger of sinking and the crew decided to sacrifice the cargo to prevent shipwreck and/or save the ship, the passengers and other cargo, then you are obliged to contribute to the sacrifice of this cargo. This is known as a contribution to the general average.

If you receive an invoice for this contribution to the general average, then we will pay you supplementary compensation for this incident up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

### **2.3 Extent of damage assessment**

When you have notified us of an incident we will first assess the extent of the damage. We then determine the compensation you are entitled to receive based on this assessment. You can read more about this in section 2.6: Compensation. We explain how we assess the damage in the following paragraphs.

#### **2.3.1 Damage assessment**

We will appoint an expert or loss adjuster to determine the extent of damage. This expert may be:

- a. a repair company that repairs the damage and charges the actual cost of the repair work;
- b. a loss adjuster who only determines the loss amount.

#### **2.3.2 Assessing the damage to your trailer**

##### **2.3.2.1 Repair**

If the damage to your trailer can be repaired, then we will determine the loss amount based on the cost of the repairs. We will only do this if the repair costs are lower than the compensation that you would have received if repair was not possible.

### 2.3.2.2 No repair

If the damage to the trailer cannot be repaired, or the cost of repair is disproportionately high, then we will calculate the loss amount based on the difference between the current market value of your trailer immediately prior to the incident and the residual value immediately after the incident.

In this case, we are entitled to transfer the remnants of your trailer, on your behalf, to an organisation we designate.

## 2.4 Write-off

Your trailer is a write-off if it cannot be repaired or has disappeared completely. If this write-off is due to an insured incident, then you will receive compensation if:

- a. you have fulfilled the obligations stated in paragraphs 2.4.1 to 2.4.4;
- b. you and your trailer are the victim of theft, joyriding, fraud and/or unlawful appropriation and you have reported this to the police. In this case, you are entitled to compensation from 30 days after the date you reported the incident to the police.

### 2.4.1 VbV notification

If your trailer has been stolen or used in joyriding, or was affected by fraud and/or unlawful appropriation, then you will only receive compensation if you agree to us passing on the details of your trailer to the Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit – VbV).

### 2.4.2 Recovery

If your trailer has been stolen or used in joyriding, or was affected by fraud and/or unlawful appropriation, then you must report this to the police immediately. If your trailer has disappeared following such an incident, then we have 30 days after you have reported this to the police to recover your trailer, or to delegate this responsibility. Within this period we are authorised, on your behalf, to recover your trailer from the person or authority where it may be found.

### 2.4.3 Vehicle registration certificate and keys

You will only receive compensation following the loss of your trailer after you have given us:

- a. the entire vehicle registration certificate for your trailer (all parts) or the registration card, including the registration code.

Both documents, only if your trailer has its own vehicle registration number;

- b. all keys to your trailer.

You are obliged to give us these objects if your trailer is stolen or has disappeared, and also if your trailer is a technical or economical write-off.

### 2.4.4 Right of ownership

You will only receive compensation if you transfer the ownership of your trailer to us or to an organisation we designate.

### 2.4.5 Consequences of theft, joyriding, fraud and/or unlawful appropriation

If you have lost your trailer due to theft, joyriding, fraud and/or unlawful appropriation, then four things can happen:

#### a. Your trailer is recovered within 30 days

In that case you will get your trailer back.

If the trailer has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your trailer, then we will pay compensation for that damage. If your trailer is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

#### b. Your trailer is not recovered within 30 days

In that case we will pay you compensation for the current market value of the trailer immediately prior to the incident. You will then be obliged to transfer ownership of your trailer to us.

#### c. Your trailer is recovered after 30 days and you have not yet received any compensation from us

In that case you may choose:

- to get your trailer back; or
- to receive compensation for the current market value of the trailer immediately prior to the incident.

If you opt to get your trailer back and your trailer has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your trailer, then we will pay compensation for that damage. If your trailer is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

**d. Your trailer is recovered after 30 days and you have already received compensation from us**

In that case you can get your trailer back. However, you must repay us the compensation we paid to you. If you opt for this and your trailer has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your trailer, then we will pay compensation for that damage. If your trailer is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

## **2.5 Limitations to obligation to pay compensation**

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then you will receive limited compensation or no compensation at all. This clause is described in the policy terms and conditions in the Exclusions section, paragraph 3.1.3 Terrorism Hoeksche Waard Total insurance for Private individuals (HWTP).

## **2.6 Compensation**

### **2.6.1 Compensation in kind**

We are entitled to pay part or all of the compensation to you in kind. In that case, we will have the damage repaired by a company we designate and engage on your behalf. We will only opt for repair if this is a reasonable settlement for you.

### **2.6.2 Compensation in cash**

If we opt for no or only partial compensation in kind, then you will receive a one-off cash payment.

For example, if the damage cannot be repaired. This compensation is based on the loss amount that we have assessed. If this loss amount is greater than the insured sum stated on your policy schedule, then you will receive compensation up to the insured sum. We explain how we determine the loss amount in section 2.3 Extent of damage assessment.

## **3 Exclusions**

### **3.1 General exclusions**

In some cases you will not receive any compensation for the damage. We call this an exclusion. You will find information about the general exclusions from our insurance policies in the Exclusions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions. The specific exclusions to the comprehensive insurance for trailers policy are given below.

### **3.2 Exclusions to Comprehensive cover for trailers**

#### **3.2.1 Government requisition**

You will not receive compensation for damage that occurred during a period that your trailer was requisitioned by a civil or military authority.

#### **3.2.2 Speed trials**

You will not receive any compensation for damage caused by participation with your trailer in speed trials or races.

In such cases you will only receive compensation if you can demonstrate that:

- someone used your trailer for this contest or ride without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

#### **3.2.3 Lessons, rental**

You will not receive compensation in the event of an incident during:

- a. use of your trailer for lessons;
- b. rental or lease of your trailer, except if your policy shows that you are insured for this.

However, damage due to fraud or unlawful appropriation is never covered.

In such cases you will only receive compensation if you can demonstrate that:

- someone used your trailer for these purposes without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

### 3.2.4 Qualified driver

You will not receive compensation for damage that occurs while the car towing your trailer was driven by a person:

- a. who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- b. they did not meet other requirements for a qualified driver, for example because the person did not have a driver certificate of professional competence or the mandatory certificates for the goods transported.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

### 3.2.5 Driver under influence

You will not receive compensation for damage that occurs while the car towing your trailer was driven by a person who had used alcohol, medicines and/or drugs.

This only concerns damage of which it is plausible that this was fully or partly caused due to the use of alcohol, medicines and/or drugs. This is always the case if the driver had used so much alcohol, medicines and/or drugs that they would not be lawfully allowed to drive. If the driver refuses to cooperate with a test (by the police or the court) to determine whether or not they are in violation, then we conclude from this that the driver had exceeded the limits for use of alcohol, medicines and/or drugs.

If you, or a co-insured, can prove that there was no question of either of these situations, and that there was no connection between the damage and the use of alcohol, medicines and/or drugs by the driver, then we will pay compensation.

You will also receive compensation if you, or a co-insured:

- was not the driver of the vehicle when the incident occurred; and
- did not know or could not have known that the driver was not fit to drive due to use of alcohol, medicines and/or drugs.

### 3.2.6 Flooding

You will not receive compensation for damage caused by flooding as described in the chapter Additional descriptions. However, we will pay compensation for damage caused by fire and/or explosion due to flooding

### 3.2.7 Inadequate care and/or maintenance

You will not receive compensation for damage that has occurred because you or your co-insured:

- have not taken good care of the insured objects; and/or
- have not adequately maintained the insured objects; and/or
- have not repaired or replaced the insured objects in time.

Neither will you receive compensation for damage that is not a direct consequence of this but is related to the inadequate care and/or maintenance.

### 3.2.8 Deliberate act

You will not receive compensation for damage deliberately caused or aggravated by yourself or a co-insured. In these cases, it does not matter who suffers the damage.

## 4 Damage

You can read about your obligations and what to expect from us in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## 5 Premiums

### 5.1 Payment of premiums

You can find information about premium payment in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

### 5.2 Penalties for failure to comply with payment obligations

You can read about the consequences of failure to pay your premium (on time) in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

### 5.3 Restitution of premium

You can find information about premium restitution in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

### 5.4 Premiums

You can find information about how we determine your premium in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

## 6 Review of rates and/or terms and conditions

You can find the rules regarding the review of rates and/or terms and conditions in the Review of rates and/or terms and conditions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## 7 Changes in the risk

### 7.1 Changes in risk

You must notify us as soon as possible of any changes that are significant to the insurance policy. The time frame for notifying us will depend on the nature of the change.

#### 7.1.1 Changes in risk regarding Comprehensive cover for trailers

We would like to hear from you within two days if:

- a. you have replaced the trailer stated on your policy schedule with another trailer;
- b. you have sold your trailer or transferred ownership to another person;
- c. your trailer's vehicle registration number has changed.

We would like to hear from you within two months if:

- d. you intend to use your trailer otherwise than stated on your policy schedule;
- e. your address changes.

**Note:** You do not always have two days or two months. If you are aware of a change sooner, you must inform us sooner. This does not apply if you can prove that you did not know or could not have known about the change.

#### 7.1.2 Continuation after changes in risk

#### 7.1.2.1 Replacement, sale, transfer, vehicle registration number change

- a. If you sell your trailer or transfer ownership to someone else, then your cover for this trailer ends.  
If you replace your trailer or the vehicle registration number changes, then we will assess whether we can continue your insurance according to the acceptance guidelines and rates applicable at that time.
- b. If we agree with you to continue the insurance with modifications, we are entitled to adjust your premium and/or the insurance terms and conditions. We will apply the new premium and/or terms and conditions from the date on which the change took place.
- c. If we cannot agree on the adjusted conditions for continuing your insurance cover, we will inform you that we will terminate the insurance policy. The insurance policy will then be terminated one month later.

#### 7.1.2.2 Change of use

- a. If you intend to use your trailer otherwise than stated on your policy schedule, then we will assess whether we can continue your insurance according to the acceptance guidelines and rates applicable at that time.
- b. If we agree with you to continue the insurance with modifications, we are entitled to adjust your premium and/or the insurance terms and conditions. We will apply the new premium and/or terms and conditions from the date on which the change took place.
- c. If we cannot agree on the adjusted conditions for continuing your insurance cover, we will inform you that we will terminate the insurance policy. The insurance policy will then be terminated one month later.

Your current insurance policy will remain valid as long as the insurance policy has not been terminated, and as long as we have not agreed any adjustments to the terms and conditions for continuation.

#### 7.1.2.3 Change of address

If only your residential or business address changes, then we are entitled to adjust your premium based on this change.

#### 7.1.3 Consequences of not notifying changes in risk.

- a. If you do not notify us of a change or fail to notify us in time, and we would only have continued the insurance policy at a higher premium if you had notified us of the change in time, then you will still have to pay the

additional premium and insurance premium tax due from the date on which the change took place.

- b. If we would only have continued the insurance policy with adjusted terms and conditions if you had notified us of the change in time, then these conditions will apply retrospectively from the latest date on which you should have notified us of the change. This means that we will assess a case after this date based on the new terms and conditions.
- c. If we would not have continued the insurance policy if you had notified us of the change in time, then you are no longer insured for damage that occurs after the date on which you should have notified us of the change.

## 7.2 Risk limitation

- a. We can prescribe measures to limit the risk of damage.
- b. You must cooperate with these measures. If you refuse to cooperate, then your insurance policy will terminate one month after your refusal.

## 8 End of the insurance policy

You can find the conditions for terminating the insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms.

## 9 Supplementary policy provisions

### 9.1 Personal data

You can find information about the use of personal data in the Supplementary policy provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

### 9.2 Governing law

This insurance policy is governed by the laws of the Netherlands.

### 9.3 Complaints

You can find information about our complaints procedure in the Supplementary policy provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

## 10 Terrorism

Information about cover following an act of terrorism can be found in the HWTP policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism. Here you will find the Terrorism cover paragraph and a summary of the compensation protocol of the Dutch Herverzekeringmaatschappij voor Terrorismeschaden (Dutch Terrorism Risk Reinsurance Company - NHT).

## 11 Additional descriptions

### Flooding

Flooding as a result of collapse or overflow of dikes, quays, locks or other flood defences. It does not matter whether the flooding is the cause or consequence of an insured incident.

### Fire

Fire caused by combustion and accompanied by flames outside a hearth and that can spread of its own accord.

The following are not considered to be fire:

- a. singeing, scorching, melting, charring, heating up;
- b. burnout of electrical equipment and engines;
- c. overheating, burning out, rupture of furnaces or boilers.

### Explosion

- a. A sudden, unexpected, violent expression of gases, vapours or liquid, solid matter or fine particles of a solid matter.
- b. If the explosion is caused by sudden excess or under pressure in a vessel, closed or otherwise, that is filled with gas, vapour, liquid, solid matter or fine particles of a solid matter, this is only considered an explosion if the wall of the vessel has collapsed under that pressure, after which the pressure inside the vessel has suddenly become equal to that outside the vessel.
- c. If the explosion does not take place in a vessel, this is only considered an explosion if a pressure wave is created by a chemical reaction that has led to the creation of or expansion of solid matter, liquid or gaseous substances or a mixture thereof.