

Standard terms and conditions

Garage package

These terms and conditions contain provisions applicable to:

- **all insurance provided under the garage package (the 'general provisions')**
- **cover for 'customer objects' (part of liability insurance for companies)**
- **Automeld driving risk insurance**

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General provisions

1. General

1.1 Definition of general provisions

These general provisions apply to each insurance policy in the entire garage package taken out, and form an integral part with the specific, insurance terms and conditions applicable to each type of insurance.

If there is any discrepancy between these general provisions and the provisions of the specific terms and conditions, then the latter take precedence over these general provisions, unless a specific exception is explicitly indicated.

1.2 Insurance commencement

Insurance under the garage package provides cover from the commencement date specified in the policy.

The insurance takes full effect 14 days from the date of receipt of the policy and the associated terms and conditions, unless the policyholder has invoked their right of cancellation within that period. Right to cancellation means that the policyholder may cancel the insurance without having to pay the premium by informing the insurance company in writing (or by email, if the insurance has been concluded digitally and an email address was provided), stating that the policy is not required and quoting the policy number. The insurance policy will then be cancelled as of the commencement date, so that no cover is provided for any loss or damage that may have arisen in the meantime.

1.3 Uncertainty requirement

The insurance only provides cover if the damage is the result of an incident that occurred during the policy period of the insurance and if the insured party was uncertain that the incident would occur at the time when the agreement was concluded. If more extensive cover is required at a later date, the extended cover will be valid from the date on which the change was made.

1.4 Risk bearer

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

1.5 Address

All notifications from the insurance company to the policyholder will be sent to their address that was last known

to the company, or to the address of the person acting as an intermediary for this insurance.

1.6 Personal data

When you apply for insurance, we will ask for your personal data. Hoeksche Waard Assuradeuren will use this for concluding and implementing agreements, marketing activities, ensuring the security and integrity of the financial sector, statistical analysis and complying with legal requirements.

As part of a responsible acceptance policy, we may request data from the CIS Foundation (Stichting CIS) in The Hague. Members of the CIS Foundation may also exchange data between each other in order to manage risks and prevent fraud. To view the CIS Privacy Policy, please visit www.stichtingcis.nl.

1.7 Applicable law and complaints

The insurance provided under the garage package is governed by Dutch law. If you have any complaints about the way in which the insurance agreement is implemented, please contact Hoeksche Waard Assuradeuren, PO Box 5621, 3297 ZG Puttershoek, Netherlands. If you are not satisfied with our response to your complaint and you are a natural person who is not acting in the exercise of a profession or business and are not a legal entity whose focus is the private interests of directors, shareholders and/or members, then you may refer the matter to the Dutch Financial Services Complaints Board (Stichting Klachteninstituut Financiële Dienstverlening - Kifid). Address: kiFID, Postbus 93257, 2509 AG The Hague, Netherlands (www.kifid.nl).

2 Definition of terms

2.1 Policyholder

The policyholder is the natural person or the company being a legal entity listed as such in the policy.

2.2 Insured parties

The insured party is the person indicated as such in the specific terms and conditions that apply to each type of insurance.

2.3 Insurance company

The insurance company is the company acting as the risk bearer of the insurance according to the signature in the

policy schedule, or the authorised representative who has signed on behalf of the insurance company.

2.4 Loss aversion expenses

Loss aversion expenses are the costs of measures taken by the policyholder, on their behalf or by or on behalf of another insured party during the policy period that are reasonably necessary

- to prevent an imminent threat of damage that would have been covered by the insurance
- or to mitigate insured damage that has actually occurred.

This also includes damage to objects that are used in taking such measures.

2.5 Dutch Civil Code

The Dutch Civil Code is known as the Burgerlijk Wetboek in Dutch.

2.6 WAM

WAM refers to the Dutch Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen).

2.7 Theft

Theft is defined as the unlawful removal of one or more objects that are the property of another person with the purpose of unlawful appropriation.

3 Validity period and termination

3.1 Contract term and renewal date

All insurance under the garage package is concluded for a certain period of time. This period is the first contract period and lasts until the contract renewal date stated in the policy for the new insurance. After the first contract term, the insurance is extended each time for the period indicated in the policy schedule, unless cancelled. The final date of the renewal period will then become the new contract renewal date.

3.2 Start and end of the insurance policy

The insurance cover takes effect from 00:00 on the commencement date mentioned in the policy and ends at 23:59 on the termination date agreed and/or determined in respect of the following options for termination.

3.3 Termination by the insurance company

The insurance company may terminate the insurance in the following situations by giving written notice of termination.

1 On the contract renewal date

The insurance may be terminated at the end of a contract term, subject to a notice period of two months.

2 In arrears on premium payments

The insurance may be terminated if the policyholder does not pay their premium on time or if they refuse to pay it.

However, if the policyholder's subsequent premium is overdue, the insurance company may only terminate the insurance if it has sent a reminder letter to the policyholder, but the premium has still not been paid.

The insurance policy will be terminated on the date stated in the termination letter; in the event of an overdue payment of the subsequent premium, the termination date will be no earlier than two months after the date of the termination letter.

3 False information intentionally provided

If the insurance company discovers that the policyholder has not complied with their obligation to disclose all information and acted with the intention of deceiving the insurance company when concluding the insurance, or if the insurance company would not have provided the insurance if it had known the actual situation, the insurance may be terminated within two months.

The insurance policy will be terminated on the date stated in the termination letter.

4 Changes to the risk

If the risk changes in such a way that the insurance company would not have provided the insurance under the same conditions or at all after the change had occurred, the insurance may be terminated. Termination on this ground is subject to a notice period of at least 14 days. This option applies only to changes that must be reported to the insurance company pursuant to article 6 of these terms and conditions or any other terms and conditions that apply to the insurance concluded under the garage package.

5 False information provided after damage

If inaccurate information is intentionally provided following a claim for damage, the insurance may be terminated.

The insurance company is not required to send a notice of termination in this case.

6 After damage is reported

The insurance may be terminated if, after the policyholder reports damage:

- a cancellation letter is sent no later than 30 days after the insurance company has informed the policyholder in writing about its final decision on settlement of the claim, and
- the insurance company has warned the policyholder about the consequences of a negative claims history as a result of previous claims for damage.

Termination on this ground is subject to a notice period of two months.

3.4 Termination by the policyholder

The policyholder may terminate the insurance in the following situations by giving written notice of termination.

1 At the end of the first contract term

The insurance may be terminated at the end of the first contract term, subject to a notice period of at least two months. In this case, the insurance will be terminated on the contract renewal date.

2 After the first contract term

After the first contract term has expired, the insurance may be terminated at any time, subject to a notice period of at least one month.

3 Adjustment of premium and/or changes to the conditions

The insurance may be terminated within one month of receiving written notification from the insurance company concerning a change to the premium or terms and conditions to the detriment of policyholder and/or insured parties. The insurance will be terminated on the date of the change, according to the information provided by the insurance company, but no earlier than one month of the date of the notification.

4 Failing to disclose information

The insurance may be terminated within two months of the insurance company notifies the policyholder of a breach of the latter's obligation to disclose information when entering into the insurance.

The insurance will be terminated on the date stated in the termination letter or, failing that, the date of the termination letter itself.

5 After damage is reported

The insurance may be terminated if, after the policyholder reports damage:

- a cancellation letter is sent no later than 30 days after the insurance company has informed the policyholder in writing of its final decision on settlement of the claim,

and

- the insurance company has warned the policyholder about the consequences of a negative claims history as a result of previous claims for damage.

Termination on this ground is subject to a notice period of two months.

4 Premiums

4.1 Payment of premiums

1 Premium due date

The premium, which includes any costs and insurance premium tax, is due in advance of the premium due date, which is stated in the payment request.

2 Non-payment of initial premium

If the policyholder fails or refuses to pay the initial premium – which is the first premium due immediately after concluding the insurance – within 30 days of receipt of the payment request, without any further notice of default being required, no cover will be provided for any incident, claim and/or circumstance that subsequently occurs. The initial premium also includes any additional premium that is owed in connection following a change to the cover.

3 Non-payment of a subsequent premium

If the policyholder refuses to pay the second and/or any subsequent premium, no cover will be provided for any incident, claim and/or circumstance that occurs after the payment became due.

If the policyholder fails to pay the second and/or any subsequent premium on time, no cover will be provided for any incident, claim and/or circumstance that occurs 15 days after the insurance company sent a written reminder to the policyholder after the premium due date, and the premium has still not been paid.

The subsequent premium also includes any premium owed by the policyholder after renewing the cover.

4 Reinstating cover after overdue payments

The policyholder must still pay the premium even if cover has been suspended or terminated due to non-payment. Cover will be reinstated for an incident, claim and/or circumstance that occur from the day following the day that the insurance company receives all overdue amounts that the insurance company is owed by the policyholder, including all overdue premiums at that time.

4.2 Paying part of the premium

If the policyholder pays part of the premium due or, if payment in instalments has been agreed, part of the instalment due, this is treated in the same way as non-payment. However, if the policyholder specifies to which insurance a partial payment relates when making the partial payment and that partial payment is sufficient to cover the premium in full, the insurance cover of that particular policy will remain in effect.

4.3 Restitution of premium

If the insurance agreement is terminated early, the premium relating to the period after the date of termination may be refunded, except if the agreement is terminated due to an intent to deceive the insurance company. The amount of the premium refunded will be calculated fairly.

4.4 Premium calculation

If the premium for insurance provided under the garage package is based on variable factors and the insurance company requires a recent statement from the policyholder for those factors in order to calculate the premium for the next year, the policyholder is obliged to comply with a request to that effect. If the request is not complied with by the deadline indicated in the request, this will affect the premium and/or cover provided by the insurance in the manner indicated in the request.

5 Adjustment of premium and/or changes to the conditions

5.1 Interim adjustment

The insurance company is entitled to adjust the premium and/or terms and conditions for the same kind of insurance at any time during the policy year. The insurance company will inform the policyholder in writing in advance of any such adjustment.

5.2 Right to refuse adjustment

1 Refusing in good time

If the adjustment results in a higher premium or less favourable terms and conditions for the policyholder, then the policyholder may refuse the adjustment in writing no later than 30 days after the date on which the adjustment takes effect. If the policyholder exercises this right, that insurance will end on the date on which the adjustment will take effect.

2 Exception to the right of refusal

The policyholder is not entitled to refuse the adjustment if the adjustment to the premium and/or terms and conditions is exclusively due to:

- statutory provisions;
- a package discount that has been adjusted because one or more types of insurance have ended.

3 Adjustment to special cover

If the adjusted insurance consists of several different types of cover stated in the policy and the premium is also stated for each type of cover in the policy, then the provisions of this article 5.2 apply to each type of cover.

This means that the right to refusal applies only to covers affected by an adjustment.

6 Changes to the business activities

6.1 Obligation to disclose information

The business activities conducted by the policyholder are stated in the policy. The policyholder is obliged to inform the insurance company within two months of any change to the nature of these activities. After being notified of any change, the insurance company will inform the policyholder if the insurance cover cannot be maintained under the same conditions and for the same premium.

6.2 Consequences of late notification

If a change as referred to in article 6.1 is not reported within two months, then the following will apply in the event of damage that arises after the change.

1 Higher premium

If the insurance company demonstrates that the insurance would have remained in effect but at a higher premium, the insurance company is entitled to compensate for the damage in the same proportion as the ratio of premium before the change applied to the new premium due.

2 Different terms and conditions

If the insurance company demonstrates that the insurance would have remained in effect but under different terms and conditions, the insurance company is entitled to compensate for the damage in consideration of those different terms and conditions.

3 Decision to terminate the cover

If the insurance company demonstrates that it would have terminated the insurance following the change, there is no right to compensation.

7 Damage

7.1 Obligations in the event of damage

1 General obligations

As soon as the policyholder/insured party becomes aware of an incident, claim and/or circumstance that may lead to an obligation for the insurance company to pay compensation, the policyholder/insured party must:

- report it as soon as possible;
- provide all data and documents as soon as possible;
- cooperate fully towards settling the claim for damage;
- refrain from doing anything that might harm the interests of the insurance company;
- provide a signed, written statement on the cause, circumstances and extent of the damage, if requested.

The statements supplied by the policyholder/insured party will contribute to determining the extent of the damage and the right to compensation.

2 Obligation to prevent or mitigate damage

The policyholder/insured party is obliged to report any potential or actual incident, claim and/or circumstance as referred to in point 1 and to take all reasonable measures to prevent or mitigate any resulting damage.

3 Obligation to report a criminal offence to the police

In the event of forced entry, vandalism, theft, loss, robbery, extortion or joyriding, the policyholder/insured party is also obliged to make a statement to the police and provide proof thereof to the insurance company.

The same applies if there is any attempt to commit any of these criminal offences.

4 Cooperating with recovery after theft

The policyholder/insured party is required to lend their full cooperation, both judicially and extrajudicially, to find and retrieve any stolen or lost insured objects.

7.2 Consequences of a failure to comply with obligations

1 Harming the insurance company's interests

The insurance does not provide cover if the policyholder/insured party fails to comply with any one of these obligations and, in turn, harms the interests of the insurance company.

2 Intentionally providing false information

There is no right to cover if the policyholder/insured party claims for damage on the basis of false information that was intentionally provided.

3 Three-year limitation period

Any claim for compensation will lapse unless it is reported, as referred to in point 1 of article 7.1, within three years of the time when the policyholder/insured party became or could have become aware of the incident, claim and/or circumstance.

7.3 Determining the damage

1 Appointing a loss adjuster

In the event of damage to an insured object, the amount of compensation will be determined by mutual agreement or by a loss adjuster commissioned by the insurance company. If the policyholder is not satisfied with the proposed settlement, they may appoint their own loss adjuster. If, on the basis of the findings of both loss adjusters, no agreement is reached on the settlement amount, a third loss adjuster (appointed prior to the second loss adjuster carried out their work) will issue a binding decision, within the limits of the previous valuations.

2 Cost of loss adjuster

The insurance company will pay the costs associated with the work carried out by its loss adjuster. The policyholder/insured party will pay the costs associated with the work carried out by its loss adjuster.

The insurance company and policyholder/insured party will equally share the costs associated with the work carried out by the third loss adjuster.

7.4 Objects recovered after theft

If any insured objects are found after theft or loss before any settlement is agreed in accordance with the specific terms and conditions, the policyholder/insured party is obliged to take back such objects.

If any insured objects are found following theft or loss after a claim for damages has been settled, the insured party is entitled to take back such objects after repaying the claim amount received.

7.5 Abandonment

If a claim is settled for damage relating to one or more of the policyholder's/insured party's insured objects, under no circumstances may such objects be transferred to the insurance company, unless the specific terms and conditions stipulate otherwise.

8 General exclusions

8.1 Wilful damage

No cover is provided under the garage package for damage, claims and/or circumstances arising from or relating to wilful damage. Wilful damage includes the following:

- Armed conflict: any situation in which states or other organised parties fight each other, or one such party fights another, with the use of military force. This includes the armed actions of a United Nations Peacekeeping Force.
- Civil war: a more or less organised violent struggle between inhabitants of the same state.
- Rebellion: organised violent resistance within a state directed against the public authorities.
- Civil commotion: more or less organised violent acts that occur at different locations within a state.
- Riot: a more or less organised localised violent movement directed against the public authorities.
- Mutiny: a more or less organised violent movement of members of the armed force directed against the authority under which they resort.

8.2 Nuclear reactions

No cover is provided under the garage package for damage, claims and/or circumstances arising from or relating to a nuclear reaction. A nuclear reaction is defined as any nuclear reaction that releases energy, such as nuclear fusion, nuclear fission, artificial radiation and natural radioactivity, regardless of how it happened. These exclusions relating to nuclear reactions do not apply to radioactive nuclides which are outside a nuclear installation and which are used or intended for industrial, commercial, agricultural, medical, scientific, educational, or (non-military) security purposes, provided that a license is issued by any government (to the extent required), valid for the manufacture, use, storage and disposal of radioactive materials.

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. If any applicable law or treaty states that a third party (i.e. not the policyholder or insured party) is liable for the damage, then the exclusion remains applicable.

8.3 Other insurance in force

If it appears that damage or liability covered by this insurance provided under the garage package is also covered by other insurance, regardless of whether it was concluded before or after this insurance, or if the damage or liability would be covered if the insurance provided under the garage package were not in effect, then this insurance will only cover the surplus amount not covered by any other insurance policies.

This means that the insurance provided under this garage package will only cover the part of the claim or liability that exceeds the cover provided under other insurance policies.

9 Special conditions on terrorism

1 NHT

The insurance company is reinsured for the risk of terrorism by Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Dutch Terrorism Risk Reinsurance Company - NHT).

2 Limited compensation

In the event of damage arising from incidents/claims/circumstances that are directly or indirectly related to;

- terrorism or preventive measures,
- acts or conduct in preparation of terrorism or preventive measures, the insurance company may limit the compensation to the amount of the payment that it receives under the compensation protocol of the Dutch Herverzekeringmaatschappij voor Terrorisemeschaden (Dutch Terrorism Risk Reinsurance Company - NHT). The NHT decides whether a claim for damage caused by terrorism is valid. A claim may only be made after the amount of compensation has been determined and announced. To read the compensation protocol in full (in Dutch), please visit www.terrorisemeverzekerder.nl.

3 Maximum amount of compensation per location

If the claim relates to material damage to immovable property and/or the contents thereof, or consequential damage thereto, the NHT will pay out a maximum of 75 million euros per policyholder per insured location per annum, irrespective of the number of policies issued. In application hereof, any legal entities and companies that fall under the same group are together considered to be a single policyholder. Insured location is understood to mean all objects insured by the policyholder present at the risk address, as well as all objects located outside that are less

than 50 metres apart and of which at least one is located at the risk address.

4 Failure to report damage from terrorism in time

In the event of an incident, claim and/or circumstance attributable to terrorism, any right to compensation will lapse unless it has been reported within two years of the NHT deciding whether a claim is valid.

5 Definition of terrorism

Terrorism is defined as:

- violent acts and/or conduct, in the form of an attack or a series of attacks related in time and purpose, or
- the spread of pathogens and/or substances, resulting in injury to and/or damage to the health of humans or pets or animals, whether resulting in death or not, and/or damage to property, or otherwise damaging economic interests, reasonably suspected of being an attack or series of attacks or spread of pathogens and/or substances, whether committed by an organised group or not, orchestrated and/or carried out with the intention of achieving certain political, religious and/or ideological goals.

6 Definition of preventive measures

Preventive measures are defined as any precautionary measures taken by government bodies and/or insured parties and/or third parties to avert the imminent risk of terrorism or, if this danger has manifested itself, to limit the consequences thereof.

Cover for customer objects

The provisions in articles 1 to 4 hereinafter contain the specific terms and conditions that apply to cover for customer objects. This cover forms part of the liability insurance for companies. Special, specific terms and conditions apply to this insurance. Such terms and conditions do not apply if they conflict with the provisions below.

1 Insured parties

An insured party is defined as:

- 1 the policyholder** the policyholder acting within the limits of the business activities stated in the policy, hereinafter referred to as the 'insured activities';
- 2 the policyholder's subordinates** the subordinates of the policyholder, including volunteers and trainees, acting

within the insured activities;

- 3 other persons** other persons, such as family members and cohabitants of the policyholder or the policyholder's directors/board members, in so far as they are acting in the exercise of the policyholder's work within the insured activities.

2 Definition of customer objects

The cover relates to customer objects. This article describes what is and is not classed as a customer object.

1 Objects entrusted by customers to the policyholder

A customer object is any motor vehicle, agricultural, vehicle, land-based vehicle or other equipment, trailer, semi-trailer, bicycle, camper van, caravan, boat trailer or similar vehicle, entrusted by the owner or keeper to the policyholder so that the latter may undertake work on it, in so far as the object and the work agreed fall under the business activities described in the policy.

The following applies:

- loose parts and accessories of such objects, as well as the items contained therein or thereon, are also considered as customer objects;
- the owner or keeper of the object (i.e. the customer) may not be an insured party, unless in cases described under point 2.

2 Objects sold but not yet delivered

The policyholder's motor vehicles that have been sold but not yet delivered to the customer at the time of damage are also classed as customer objects. In such case, a written purchase agreement that clearly shows the date of sale must be presented.

3 Other objects covered

Customer objects that are also covered by this insurance include:

- any object that is owned by a manufacturer, importer, garage, trader, car trader, dealer or sub-dealer, which has been provided to the policyholder's business for whatever reason;
- any object that has been entrusted to the policyholder or their business for sale or storage, whether work will be or has been performed on the object or not.

3 Description of the cover

3.1 Damage caused in connection with work

The insurance covers the insured party's liability for damage to a customer object caused by an act or omission consisting

of work that has not been carried out sufficiently, correctly or at all.

The following restrictions apply.

1 Act or omission during the policy period

An act or omission as referred to herein must have occurred during the policy period covered by the insurance. If the damage is the result of a series of related incidents that are each considered to be a separate act or omission, the earliest incident must fall within the insurance policy period.

2 Damage that is not covered

Costs to undertake the work still pending on the customer object or to re-do the work, in whole or in part, are not covered.

3.2 Damage due to other causes

The insurance also covers damage suffered by a customer object for any reason other than defined in article 3.1, provided that it is determined that:

- the damage occurred while the object was entrusted to the policyholder's business, and
- the damage is not due to an inherent defect in the object itself or to a circumstance attributable to the owner/keeper.

In any case, 'cause' includes theft, unlawful appropriation or loss of the object, provided that the precautionary measures have been taken, as defined in article 3.3.

3.3 Precautionary measures

Cover for damage caused by or arising from the theft/loss of a customer object is provided in so far as the keys and any documents relating to the object were stored away from the object, before and after the work to be performed, in a manner that was approved by the insurance company. As a general rule, this means that the keys and documents should be stored in a key safe or other secure location.

3.4 Consequential loss

Damage suffered by the owner/holder of the customer object due to an insured incident as referred to in article 3.1 and 3.2 because it was not available to the owner/holder is covered.

3.5 Damage caused by a customer object

Cover is also provided for the insured party's liability for damage caused by or with a customer object to any person other than an insured party. The provisions on liability insurance provided under 'Automeld driving risk' cover apply

to this cover and form part of these Standard terms and conditions.

3.6 Premium calculation

If the policyholder does not comply with a written request as described under premium calculation in the Standard terms and conditions within the prescribed period, the insurance company is entitled to increase the applicable premium by 50% or as much more as the insurance company is entitled to on the basis of the information known to it.

4 Damage to customer objects

When calculating the amount of compensation for damage, a distinction is made between:

- damage that can be repaired;
- damage that cannot be repaired, but must be settled on the basis of a write-off, including damage due to theft, unlawful appropriation or loss of a customer object.

4.1 Claim settlement: general rules

1 Claim settlement by repair

If the damage can be repaired, the insurance company will reimburse the repair costs up to the difference between the value of the object immediately before the insured incident (the current market value) and the value immediately after the incident (residual value).

2 Claim settlement following write-off

In the event of a write-off of a customer object, including theft, unlawful appropriation or loss, the amount paid out will be the current market value of the object, reduced by the residual value.

If the object is a motor vehicle, a claim will only be paid out for a write-off once all ownership rights have been transferred to the insurance company or a party designated by it, including all keys and registration documents belonging to the vehicle, if available.

3 Objects sold but not yet delivered

If the damage relates to an object sold by the policyholder but not yet delivered to the customer (see article 2.2), the purchase price of the object will be considered as the current market value, plus any delivery costs already incurred.

4 Compulsory police report

In the event of damage related to theft, unlawful appropriation, fraud or loss, the policyholder must report the incident to the police. A claim will only be paid out if the

object has not been traced or found within 30 days of the police report being filed.

5 VAT

Any compensation paid out is exclusive of VAT if the person who has suffered the damage is able to offset the VAT on the object. In any case, any compensation paid out excludes VAT if the damage has been repaired by the policyholder or their business.

6 Maximum compensation/deductible

If the policy states that a maximum amount of compensation applies per customer object, the amount of compensation as determined in accordance with the provisions of the preceding paragraphs will be paid out up to that maximum. A deductible may also apply according to the policy, which will always be deducted from the compensation paid out, even if the maximum amount of compensation applies.

7 Recipient of compensation

The compensation will be paid to the policyholder, unless it is agreed with the insurance company to pay a different party. If there is damage for which an insured party is liable (see article 3.1), the insurance company is always entitled to pay the compensation directly to the owner of the customer object.

4.2 Calculating the value of a passenger car or motorbike/special rules

If the customer object is a passenger car or motorbike, which is not older than 12 months at the time of the incident, with reference to the issue date of the registration certificate for the new, ex-factory motor vehicle, then the rules on the new value scheme apply.

1 Definition of new value scheme for a passenger car

In order for the rules on the new value scheme to apply to a passenger car:

- the new value at the time of the insured incident must not exceed € 100,000, including VAT, and
- the car may not have had any previous owners.

If these requirements are met, the current market value is considered to be equal to the new value immediately prior to the insured incident.

2 Definition of the new value scheme for a motorbike

In order for the rules on the new value scheme to apply to a motorbike:

- the new value at the time of the insured incident must not exceed € 25,000, including VAT, and
- the motorbike may not have had any previous owners.

If these requirements are met, the current market value is considered to be equal to the new value immediately prior to the insured incident.

3 Definition of new value

In application of these rules, new value is defined as the price, including any accessories and delivery charges, of a new passenger car or motorbike of the same brand, model and version as the object affected by the damage event.

4 Option of higher amount of compensation

If the repair costs are estimated to exceed two-thirds of the current market value, as determined in accordance with the provisions above, the policyholder is entitled to receive the current market value, minus the residual value, if desired. This provision is intended to provide a higher amount of compensation where relevant than if it were calculated according to the provisions of article 4.1.

5 Maximum compensation

The provisions laid down in this article do not entitle the policyholder to receive any amount higher than the maximum compensation per object, as referred to in the policy.

Cover for Automeld driving risk insurance

The provisions in articles 1 to 5 hereinafter contain the specific terms and conditions that apply to cover for the Automeld driving risk. These provisions contain a description of:

- **liability cover**
- **comprehensive cover**

1 Automeld

Automeld is the system with which the policyholder can register information about motor vehicles and other objects, which can then be passed on to the insurance company for the purpose of one or more types of cover that form part of the Automeld driving risk insurance.

Automeld can also be used to pass on information with regard to any changes to cover, including the termination of the registration.

2 Liability cover

2.1 Insured objects (motor vehicles)

1 Cover after registration with Automeld

Liability cover applies to any registered or unregistered motor vehicle whose information is passed on by Automeld to the insurance company. The motor vehicle, as the insured object, must also:

- be part of the trading stock of the policyholder or their business, or
- be the property of the policyholder, i.e. the registration certificate is in the name of the policyholder or their business, or
- be the property of another party under consignment to the policyholder.

2 Agricultural vehicles, land-based vehicles and other equipment

Unless otherwise stated in the text of the terms and conditions for this cover, 'motor vehicle' as the insured object, also means equipment registered with Automeld, including agricultural equipment.

3 Non-insured motor vehicles

Despite registration as referred to in point 1 of this article, cover does not apply to:

- a motor vehicle that is usually kept and used outside the Netherlands;
- a motor vehicle sold by the policyholder on the basis of a hire purchase agreement or whose fiduciary ownership has been transferred to the policyholder;
- a motor vehicle registered outside the Netherlands;
- a motor vehicle for which a category C or CE licence is required, whether driven with a trailer/semi-trailer or not;
- a bus or coach.

4 Liability cover for driving with trade plates

A motor vehicle that forms part of the trading stock and is driven in traffic under trade plates is not considered to be an insured object under this cover.

In such a situation, cover can be provided under the trading stock insurance, which can be concluded as part of the garage package, in so far as the trade plates are:

- registered in the name of the policyholder or their business, and
- known to the insurance company, e.g. by registering the trade plates with Automeld and the legal requirements for driving with trade plates are complied with.

If the motor vehicle is driven without trade plates, it must still

be registered with Automeld in order for cover to apply.

2.2 Insured parties

An insured party is defined as:

- the policyholder, as the owner, holder or keeper of the vehicle;
- the policyholder's subordinates, when using the motor vehicle as a driver or passenger with the policyholder's permission;
- any other owner, holder or keeper, driver or passenger of the motor vehicle, directly or indirectly authorised by the policyholder;
- the employer of such persons, in so far as liable for damage caused by one of them on the basis of article 6:170 of the Dutch Civil Code.

2.3 Description of the cover

1 Cover for liability: general

Cover is provided for the insured party's liability for damage to persons and objects, including any resulting damage caused with or by the insured motor vehicle. The insurance company guarantees that the cover meets the requirements of the Dutch Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen - WAM), even if any provision in these terms and conditions is in breach thereof.

2 Damage caused by loading

Cover is provided for the insured party's liability for damage caused by objects that:

- are being transported by the motor vehicle, or
- fall/had fallen from a motor vehicle while in motion.

Liability for damage to equipment caused by objects that are loaded onto or unloaded from that equipment is also covered.

3 Insured amount

The insurance company will pay out up to the insured amounts stated in the policy for property damage and personal injury for each incident for all insured parties together. If the applicable legislation of a country other than the Netherlands stipulates a higher amount, then such an amount applies as the maximum insured amount.

4 Area of insurance cover

The insured incident that gave rise to an insurance claim must have occurred in a European country or in Morocco, Tunisia or the Asian part of Turkey. Cover for equipment applies only in the Netherlands, Belgium, Luxembourg and Germany.

5 Compensation for legal costs/statutory interest

Cover is also provided for:

- the costs of any legal proceedings brought by or with the approval of the insurance company;
- the costs of legal assistance on behalf of the insurance company;
- the costs associated with defending a claim in proceedings brought by the injured party against the insured party and/or the insurance company;
- statutory interest on the insured part of the damage suffered by the injured party/parties.

All such fees are in addition to the compensation paid out as a result of a damage suffered in an insured incident.

This means that the amount paid out may be above the maximum compensation defined in point 3 of this article.

6 Damage to other insured motor vehicles

This insurance covers damage caused by or with an insured motor vehicle to another motor vehicle whose owner or keeper is the policyholder, in so far as:

- the incident occurred on the public highway and/or the policyholder's site, and
- the insurance company would have also covered the damage if the damage was suffered by a person other than the policyholder.

Any consequential damage (damage other than to the motor vehicle) and depreciation are not covered.

7 Extended cover for other insured equipment

If the insured object is classed as equipment, then the cover stated under point 6 also applies to damage caused to objects other than motor vehicles of which the policyholder is the owner or keeper. Such damage is covered up to a maximum of € 100,000 per incident.

8 Security deposit

If, in connection with a covered claim or circumstance, a foreign government requires a security deposit in order to release an insured party or motor vehicle, the insurance company will provide an advance of up to a maximum of € 50,000. The insured party must cooperate fully regarding the repayment of the advance paid by the insurance company.

9 Transport of injured persons

Cover is provided for damage caused to the interior of an insured motor vehicle caused when transporting injured persons for free.

2.4 Emergency assistance

The insurance provides emergency assistance as described in the following provisions.

1 Emergency assistance after an accident

In order to qualify for emergency assistance:

- the motor vehicle must have been affected by fire, explosion or a collision, or by any other external event, including overturning, skidding off the road or landing in water, such that it is no longer safe to operate in traffic, and/or
- the driver must have been affected by illness, sudden death or an accident, and none of the passengers are reasonably able or permitted to drive the vehicle.

2 Scope of emergency assistance

Emergency assistance consists of:

- safeguarding, towing, storing and transporting the motor vehicle and/or trailer to one address within the Netherlands indicated by the insured party;
- providing simultaneous transport for the driver and passengers, including their baggage, to a single address within the Netherlands indicated by the insured party.

3 Additional assistance following theft

In the event of theft, emergency assistance will be provided for the motor vehicle within no more than 30 days of the date of theft. If the motor vehicle becomes available for the insured party's use again within that period, emergency assistance for the motor vehicle may be requested as defined in point 2.

4 Delta Lloyd help desk

Emergency assistance is provided by Delta Lloyd on behalf of the insurance company.

To request emergency assistance provided under this insurance, the insured party must contact the Delta Lloyd help desk, in the manner indicated on the green card.

2.5 Exclusions

In addition to the exclusions in article 8 of the Standard terms and conditions, further exclusions apply to the cover provided under this insurance.

1 Theft/violence

Cover is not provided for liability of persons who have acquired the motor vehicle by theft or violence, or persons who knowingly use the vehicle in such a case without a valid reason.

2 Unlawful driver

Cover is not provided for liability for damage, or for the damage itself, caused if the driver of the motor vehicle has not yet reached the statutory age required to drive the motor vehicle and/or is not in possession of a valid driving licence as prescribed by law for that motor vehicle; The insurance company will waive this exclusion if the driver:

- is a subordinate of the policyholder, and
- is at least 16 years old, and
- the damage was caused on the policyholder's site or within the buildings belonging to the policyholder's business.

3 Driving under the influence of alcohol/intoxicating substances

No cover is provided for the driver's liability at the time of the incident if they were under the influence of alcoholic beverages or any other intoxicating substance, such that they could not have been deemed fit to drive, or if they had been banned from lawfully operating the motor vehicle.

However, the policyholder's liability is covered if it can be demonstrated that the circumstances referred to occurred outside their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

4 Other uses/competition driving

Cover is not provided for liability for damage caused while the motor vehicle:

- was being used in any way other than reported to the insurance company, and/or
- was being used to participate in competitions or speed trials, including any training for such events, with the exception of treasure hunt (puzzelrit) events held in the Netherlands within a period of less than 24 hours and in which speed was not the most important factor.

5 Damage during seizure

Cover is not provided for liability for damage caused while the motor vehicle was being seized or requisitioned by any government authority.

6 Certain objects

Cover is not provided for liability for damage to:

- the motor vehicle itself, except in cases of damage to the interior when transporting injured persons free of charge (see article 2.3, point 9);
- objects transported by the motor vehicle, except in the case of normal hand luggage and clothing worn by the occupants;
- objects possessed or used, but not owned, by the insured party held liable;

- any object attached to the motor vehicle;
- objects owned by the policyholder, unless the insured party held liable is a subordinate of the policyholder or their business and the damage was caused while the motor vehicle was being operated on behalf of the policyholder, under one of the business activities stated in the policy; nor does this exclusion apply to claims for damage to other insured vehicles (see article 2.3, points 6 and 7).

7 Special exclusion for equipment

No cover is provided for liability for damage or for the damage itself while using equipment to carry out work if the damage is caused:

- to underground objects such as cables, pipes and/or lines, and/or
- by water leaks, land subsidence, landslides or resulting vibrations created while carrying out work.

This exclusion also applies to consequential damage resulting from such damage.

8 Hired or leased

No cover is provided for liability for damage while the motor vehicle is subject to a hire, lease or hire purchase agreement at the time of the incident.

2.6 Claim settlement/right of recourse

1 Settlement with injured parties

The insurance company is entitled to settle the damage directly with any injured party or persons or body entitled in any other way, or agree an out-of-court settlement with them. Any decisions made by the insurance company are binding on the insured party.

2 Right of recourse: general

- If the insurance company is required under the WAM or any equivalent foreign legislation to pay compensation that is not covered by the insurance, the insurance company is entitled to recover any payouts from the policyholder and the insured party who was held liable. The insurance company will not invoke this right of recourse against any insured party, who is not the policyholder, who may assume in good faith that their liability for the damage is covered.

3 Recourse over deductible

The right of recourse also applies to any deductible that is not deducted from the compensation paid to the injured party/parties. This deductible will always be charged to the policyholder

2.7 Premium calculation

If the policyholder does not comply with a written request as described under premium calculation in the Standard terms and conditions within the prescribed period, the insurance company is entitled to increase the applicable premium by 50% or as much more as the insurance company is entitled to on the basis of the information known to it.

3 Comprehensive cover

3.1 Insured objects

1 General

Comprehensive cover applies to motor vehicles that are covered under liability insurance according to article 2.1, provided that:

- registration with Automeld or a subsequent registration of a change to cover states that comprehensive cover, either full or limited, is desired for the motor vehicle;
- the vehicle is not older than 20 years at the time of the insured incident.

2 Motor vehicles as part of trading stock

A motor vehicle that forms part of the trading stock that being driven under trade plates on the public highway is only considered to be an insured object if the object itself is registered with Automeld (see point 1 of this article). It is not sufficient for the motor vehicle to be merely provided with trade plates known to the insurance company, as referred to in article 2.1, point 4, for cover to apply.

Cover for damage in such a situation is provided under the trading stock insurance.

3 Accessories

The accessories of any insured motor vehicle are also covered. Insured accessories are defined as:

- non-standard parts and items attached to the motor vehicle, and
- safety equipment such as fire extinguishers, first aid kits and tow ropes.

4 Determining the age

The age of the motor vehicle is defined as the number of months since the original registration certificate was issued. If the registration certificate was issued in any year after the year of construction, each subsequent year, including the year of construction itself, counts as 12 months, unless it is demonstrated that fewer than 12 months have elapsed since the motor vehicle was delivered ex factory. In that case,

the actual number of months of the year of construction are counted.

3.2 Insured parties

The insured party is the policyholder. This also means that the policyholder is the person entitled to receive compensation.

3.3 Description of the cover

1 Age of the motor vehicle

If a motor vehicle is not classed as equipment, the extent of cover depends on the age of the motor vehicle:

- full cover for motor vehicles that are 10 years (120 months) old or less;
- limited cover for motor vehicles older than 10 years (120 months). Cover will lapse as soon as your motor vehicle reaches 20 years (240 months) old.

2 Age of the equipment

If a motor vehicle is classed as equipment, the extent of cover depends on the age of the equipment:

- full cover for equipment that is 7 years (84 months) old or less;
- limited cover for equipment older than 7 years (84 months).

3 Definition of full cover

Full cover is provided for damage to or loss of the motor vehicle due to:

- an incident described in point 4 below;
- collision, overturning, skidding off the road and/or landing in water even if an inherent defect is the cause;
- any other unexpected, external event, including vandalism.

In addition, full cover for equipment means cover for damage as a result of an inherent defect. This includes machinery defects, material fatigue and material or construction faults.

4 Definition of limited cover

Limited cover is provided for damage to or loss of the motor vehicle due to:

- fire, explosion, spontaneous combustion, even if this is caused by an inherent defect;
- lightning;
- theft, including attempted theft, joyriding, unlawful appropriation and loss;
- glass breakage: broken or cracked front, side or rear window or sunroof, provided that the incident caused no damage to the motor vehicle other than any interior

- damage caused by glass shards, which is also covered;
- collision with wild or stray animals or birds; this cover applies only to damage caused directly by the collision;
- storm (at least wind force 7), as a result of which the motor vehicle blows over (while stationary) or objects hit or land on the motor vehicle;
- impact of hailstones on the bodywork during a storm (at least wind force 7);
- a natural disaster such as a flood, tidal wave, avalanche, earthquake, volcanic eruption, falling rocks, collapse and/or landslide;
- riots or disturbances;
- contact with an aircraft or spacecraft or any part thereof, including objects falling from an aircraft or spacecraft;
- damage caused while transporting the motor vehicle, except scratches and scrapes; cover is not provided when hoisting and towing the motor vehicle. Cover is limited by the exclusion set out in article 3.4, point 4.

5 Special cover

Cover is also provided for:

- the costs of a new transfer of ownership certificate in the event of the loss thereof as a result of insured damage;
- the costs associated with the preventive replacement and installation of keys, locks, transponders and chip cards, if necessary as a result of theft of the entire key safe as referred to in article 3.4, point 1;
- any contribution demanded from the policyholder towards the cost of saving a vessel transporting the motor vehicle from an emergency situation.

3.4 Exclusions

In addition to the exclusions in article 8 of the Standard terms and conditions, further exclusions apply to the cover provided under this insurance.

1 Preventing theft: general

Cover is not provided for theft or loss of the motor vehicle if it appears that:

- the theft/loss occurred while the motor vehicle was not properly locked; this exclusion does not apply if the motor vehicle was in a properly secured area inside a building;
- the theft/loss is directly linked to the fact that the keys and any documents relating to the object were not stored in a designated key safe.

2 Preventing theft: equipment

Notwithstanding the prevention requirement in point 1

above, equipment must be secured against theft in line with Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit - VbV) Class W1 or W2 while in the custody of, on loan or on hire to third parties. If the equipment is not secured in this way but the user of the object demonstrates that all measures had been taken that could have been reasonably expected to prevent theft/loss, the insurance company will not invoke this exclusion. Please see also article 3.5, point 8.

3 Other use than specified

No cover is provided for damage caused while the motor vehicle was being used in a manner that is inconsistent with the use specified under the Automeld registration.

This exclusion applies in any event to the transport of persons and/or objects in return for payment.

4 Transport

No cover is provided for damage caused while the motor vehicle was being transported by a haulier and:

- being transported by the importer to the policyholder's business, or
- being delivered to a customer or another party.

5 Driving under the influence of alcohol/intoxicating substances

No cover is provided for damage if, at the time of the incident, the driver was under the influence of alcoholic beverages or any other intoxicating substance, such that they could not have been deemed fit to drive, or if they had been banned from lawfully operating the motor vehicle.

6 Competition driving

No cover is provided for damage caused while the motor vehicle was being used to participate in competitions or speed trials, including any training for such events, with the exception of treasure hunt (puzzelrit) events held in the Netherlands within a period of less than 24 hours and in which speed was not the most important factor.

7 Tyre damage

Cover is also provided for damage that is exclusive to the tyres or caterpillar tracks of the vehicle.

3.5 Claim settlement

1 Claim settlement by repair

If the damage can be repaired, the insurance company will reimburse the repair costs up to the difference between the value immediately before the insured incident (the current market value) and the value immediately after the incident (residual value). Article 3.6 indicates how the current market

value is determined for a passenger car or motorbike.

2 Claim settlement if the vehicle is a write-off

If the vehicle is a write-off, the amount paid out will be the current market value of the motor vehicle, reduced by the residual value.

Apart from theft, unlawful appropriation or loss, write-off means that the repair costs exceed the difference between the current market value and residual value.

3 Transfer of ownership following write-off

In the event of a write-off, a claim will only be paid out once all ownership rights to the motor vehicle have been transferred to the insurance company or a party designated by it, including all keys and registration documents belonging to the vehicle, if available.

4 Compulsory police report

In the event of damage related to theft, unlawful appropriation, fraud or loss, the insured party must report the incident to the police. A claim will only be paid out if the object has not been traced or found within 30 days of the police report being filed.

5 Accessories/compensation for equipment

Loss or damage of any accessories attached to the motor vehicle is reimbursed in so far as the maximum amount that applies (see point 6) is sufficient.

For any visual, sound, telecommunication and/or navigation equipment installed in the motor vehicle, a maximum of € 1,000 will be reimbursed.

6 Maximum compensation

The amount of compensation as determined in accordance with the provisions of the preceding paragraphs will be paid up to the value reported upon registration with Automeld (list price). However, if the motor vehicle forms part of the trading stock or is under consignment, this insurance will never pay out more than the purchase price paid by the policyholder or, in the case of consignment, by the party from whom the motor vehicle was obtained under consignment.

7 Deductible/special deductible for damage to windows and/or windscreen

The deductible indicated upon registration with Automeld will be deducted from any compensation paid out. If you arrange for the damage to be repaired in-house, the surcharge does not apply to the deductible stated on the green card.

If multiple insured motor vehicles are involved in the same incident, these will be subject to a single deductible, not a deductible per object; this will be the highest deductible

amount that applies to any of the insured motor vehicles.

If the damage is limited to window and/or windscreen glass:

- no deductible will be charged for repair;
- a deductible of € 150 will be charged for replacement.

8 Special deductible for theft of equipment

In the case of equipment, the insurance company may invoke the exclusion in article 3.4 point 1 and/or 2, which sets out that damage does qualify for compensation, but subject to a special deductible. This deductible is 10% of the fixed amount of compensation, but no less than € 2,000, in lieu of the deductible referred to under point 7 unless the latter is higher.

3.6 New value scheme for passenger cars/motorbikes/tractors

1 Passenger cars/motorbikes/tractors up to 36 months old
If the insured motor vehicle is a passenger car, a motorbike or a tractor that is not older than 36 months at the time of the incident, with reference to the issue date of the registration certificate for the new, ex-factory motor vehicle, and:

- the new value of the insured passenger car or tractor at that time does not exceed € 100,000, excluding VAT, or
- the new value of the motorbike at that time does not exceed € 25,000, excluding VAT, then the following rules apply when determining the current market value.

2 New value in the event of damage within 12 months

If the vehicle is less than 12 months old at the time of the incident, then the new value will be used as the current market value. This is the price of a new passenger car, motorbike or tractor of the same make, type and version as the insured motor vehicle, including any accessories and delivery charges.

3 New value depreciation in the event of damage after 12 months

If the vehicle is older than 12 months but not more than 36 months at the time of the incident, the new value will be used as the current market value as referred to in point 2, but reduced by 1.5% for each month or part thereof by which the motor vehicle is older than 12 months. For tractors, the value is reduced by 1% for each month or part thereof.

4 Option of higher amount of compensation

If the repair costs are deemed to exceed two-thirds of the current market value, as determined in accordance with the provisions above, you are entitled to receive the current market value, minus the residual value, if you wish. This provision is intended to provide a higher amount of

compensation where relevant than if it were calculated according to the foregoing provisions in this article.

5 Maximum compensation

The provisions laid down in this article do not entitle the policyholder to receive any amount higher than the value reported upon registration with Automeld (list price).