

Policy terms and conditions Comprehensive insurance for trailers

Passenger cars & Delivery vans

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

Inhoudsopgave

1	DESCRIPTION OF TERMS	3
2	DESCRIPTION OF THE COMPREHENSIVE COVER FOR TRAILERS	4
3	EXCLUSIONS	8
4	DAMAGE	9
5	PREMIUMS	9
6	REVIEW OF RATES AND/OR TERMS AND CONDITIONS	10
7	CHANGES TO THE RISK	10
8	END OF THE INSURANCE POLICY	11
9	SUPPLEMENTARY POLICY PROVISIONS	11
10	TERRORISM	11
11	ADDITIONAL DESCRIPTIONS	11
12	PREVENTATIVE MEASURES	12

1 Description of terms

1.1 Terms used

1.1.1 Insured parties

The following persons and/or legal entities are insured:

- a. Policyholder.
- b. Holder and keeper of the trailer.
- c. Any other legal entity insofar as this is apparent from the policy.

1.1.2 Trailer

The vehicle described in the policy, as originally delivered by the manufacturer or importer, including the following items.

- a. Replacement parts and components equivalent to the original parts, if fitted to, on or in the vehicle.
- b. Vehicle modifications.

The following items are not considered part of the trailer.

- c. Heavy equipment mounted on the vehicle.
- d. Accessories.
- e. Auxiliary items.

1.1.3 Vehicle modifications

Modifications to the trailer

- that are mounted in or on the trailer and/or fitted after delivery by the manufacturer or importer, and
- which are commonly considered to be part of the trailer, such as in-vehicle equipment, bodywork, lettering, air suspension, cooling, alarm and permanent roof rack.

The following items are not considered to be vehicle modifications.

- a. Heavy equipment mounted on the trailer and modifications to this equipment.
- b. Accessories.
- c. Auxiliary items.

1.1.4 Accessories

Additional supplies and accessories for the trailer that are not essential for the trailer to function, such as a spare wheel, warning triangle, fire extinguisher, tow rope, tools, spare lamps and hitch lock, all insofar as these items are attached to, or are in or on the trailer.

The following items are not considered to be accessories.

- a. Heavy equipment.
- b. Auxiliary items.

1.1.5 Auxiliary items

- a. Lashing straps and other fixings.
- b. Tarpaulins, nets and other covering and padding materials.
- c. Cones and other hazard marking equipment.
- d. Loading ramps.

1.1.6 Heavy equipment

Equipment or device that

- serves to perform work, or assist in performing the work, and
- has its own power mechanism (electric motor and/or internal combustion engine), including accompanying parts, loose or otherwise, auxiliary parts and accessories such as cords, hoses, keys and remote control.

1.1.7 Loss aversion

Measures taken by or on behalf of the policyholder or insured party within reasonable limits in the event of imminent damage or damage already incurred due to an insured incident to prevent and/or reduce that damage.

1.1.8 Temporary measures

The temporary measures reasonably considered essential applied to the insured objects during or following an insured incident pending proper repair of the damage caused.

1.1.9 Clearance

Clearance of insured objects above ground at the location where the objects are located and of adjacent plots insofar as these also need to be cleared:

- as a direct consequence of an insured incident, and
- is not included in the extent of damage determined. We understand clearance to mean demolishing, clearing, removal, dumping and destroying.

1.1.10 Purchase price

The amount that the insured paid according to the invoice made out in the name of the insured.

1.1.11 Current market value

The amount that is required to purchase an object that is equivalent in terms of quality, quantity, condition and age.

2 Description of the comprehensive cover for trailers

2.1 Scope of the cover

This insurance policy covers material damage due to damage or loss of

- the trailer, or parts thereof, and/or
 - vehicle modifications, and/or
 - accessories, damaged or lost in an insured incident if all the following conditions apply.
- a. The incident occurs after the cover has commenced.
 - b. When you took out this insurance it was not certain this incident would occur.
 - c. The incident occurs within the area of insurance cover.
 - d. The trailer is usually kept in the Netherlands.
 - e. The vehicle towing the trailer has a Dutch vehicle registration number and/or insurance under the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)] is mandatory.

This cover only applies to damage due to theft, joyriding and/or attempted theft or joyriding if the insured has complied with the preventative measures as stated in the Additional descriptions section.

If in the event of damage caused by theft, joyriding and/or attempted theft or joyriding it transpires that the insured has not fulfilled these obligations, the insurer will consider the first two months after the commencement or adjustment date stated in the policy schedule as transitional period. Therefore this cover applies:

- during the first two months after this date: in full, even if the insured has not (yet) fulfilled these obligations;
- from two months after this date: only if the insured can prove that the damage did not occur or was worsened because the insured had not fulfilled these obligations.

This cover applies per incident up to the maximum insured sum, in accordance with that stated in the Extent of damage assessment section.

2.1.1 Insured incidents

- a. An unforeseen, sudden and unexpected external incident that affects the insured objects.
- b. An unforeseen, sudden and unexpected incident that is a consequence of a defect of the insured objects, but only if that consequence consists of:
 - fire and explosion, as described in the Additional descriptions section;
 - short circuit;
 - collision, overturning, skidding off the road and/or landing in water.
- c. Operating errors and/or improper use, including use of incorrect/unsuitable fuel.
- d. Theft or attempted theft of the trailer or parts thereof.
- e. Theft or attempted theft of vehicle modifications.
- f. Theft or attempted theft of accessories.
- g. Joyriding or attempted joyriding of the vehicle that is towing the trailer and the trailer attached to the vehicle.
- h. The insured party is the victim of fraud or unlawful appropriation in relation to the trailer, committed by someone other than the insured or their former or current spouse, registered partner or other life companion.

2.1.2 Area of insurance cover

The insurance policy applies in all countries of the European Economic Area as well as the countries stated on the international insurance certificate (green card) issued by the insurance company for the vehicle towing the trailer.

2.2 Supplementary cover

This section applies subject to the provisions of the Scope of cover section.

The cover described in this section is applicable even if the total compensation exceeds the insured sum.

2.2.1 Damage assessment

Extent of damage assessment, taking the following into consideration.

- a. Only reasonable costs of damage assessment by a loss adjuster appointed by the policyholder will be reimbursed.
- b. A deductible does not apply to this cover.

This cover applies per incident up to the maximum insured sum.

2.2.2 Loss aversion

Reasonable costs of loss aversion and tangible damage to objects used for loss aversion measures. This cover applies per incident up to the maximum insured sum.

2.2.3 Temporary measures

This cover applies per incident up to the maximum insured sum.

2.2.4 Clearance

This cover applies per incident up to the maximum insured sum.

2.2.5 Daily compensation

Compensation of € 25 per day for the period that the insured cannot use the trailer stated on the policy schedule due to theft, joyriding, fraud and/or unlawful appropriation or because the trailer is a write-off.

This compensation is payable from the day after the day on which you report the incident to the police, for a maximum of 30 days and per incident.

2.2.6 Auxiliary items

Auxiliary items are insured under the same terms and conditions that apply to the trailer.

This cover applies per incident up to 25% of the insured sum.

2.2.7 Traffic risk/Damage to third parties

- a. The civil liability of an insured person or legal entity as holder or keeper of the trailer for damage that it causes to another person or legal entity with
 - the vehicle towing the trailer, or
 - the trailer when it is not attached to the vehicle and has stopped away from traffic.
- b. Defence and legal assistance with respect to the civil liability of an insured person or legal entity as holder or keeper of the trailer, as referred to below.
 - Defence that is conducted at the request of and under the supervision of the insurer, also in any legal proceedings brought by an injured party against an insured person or legal entity or insurer, as well as the resulting legal costs which the insured or insurer could be ordered to pay.
 - Legal assistance provided at the request of the insurer in criminal proceedings brought against an insured person or legal entity.

Liability cover applies as top-up cover per incident for all insured parties together to a maximum of € 1,000,000

2.2.8 Emergency assistance

2.2.8.1 Recovery

Reasonable costs incurred by the insured for the necessary recovery and towing of the damaged trailer to the nearest garage where the damage or defect can be assessed and/or repaired if the trailer can no longer be used as a direct and exclusive result of an insured incident.

2.2.8.2 Storage and security

Reasonable costs for necessary storage and/or security of the damaged trailer that the insured party has incurred if the trailer can no longer be used as a direct and exclusive consequence of an insured incident.

2.2.8.3 Transport

Reasonable costs of necessary transport of the trailer that the insured party has incurred if the trailer and/or vehicle towing the trailer can no longer be used as a direct and exclusive consequence of an insured incident, to one address in the Netherlands nominated by the insured, if all the following circumstances apply.

- a. The incident occurs within the area of insurance cover, but outside the Netherlands.
- b. The trailer and/or the towing vehicle cannot be repaired within four working days, even by means of emergency repairs, such that the journey, onward or return, can be undertaken in a technically responsible manner.
- c. These transport costs are lower than the current market value of the trailer after the incident.

If these transport costs are higher than the current market value of the trailer after the incident, the cost of import/destruction on the spot of the stranded trailer will be reimbursed. In that case, the cost of transporting the objects that were in the trailer to the address in the Netherlands nominated by the insured will also be reimbursed.

2.2.9 General average

The contribution to the general average, as stated in the Additional descriptions section, insofar as this contribution is related to the trailer.

This cover applies per incident up to the maximum insured sum. A deductible does not apply to this cover.

2.3 Extent of damage assessment

The extent of the damage caused by an insured incident is determined as described below.

2.3.1 Damage assessment

The extent of the damage will be assessed by an expert appointed by the insurer as described below.

- a. A repair company appointed by the insurer and that will base the damage assessment on compensation in kind.
- b. A loss adjuster appointed by the insurer who will base the damage assessment on financial compensation.

2.3.2 Assessing the damage to your trailer/vehicle modifications

2.3.2.1 Repair

- a. If the damage can be repaired, the extent of the damage will be determined as the cost of repair.
- b. A reasonable amount will be deducted from the extent of the damage determined if the status of parts subject to normal wear and tear so justifies.
- c. If the damage amount determined in this manner transpires to be higher than the damage amount that would have been determined if repair was not possible, the damage amount will be determined as if repair is not possible.

2.3.2.2 No repair

If repair is not possible for technical reasons and/or not justifiable on economic grounds, the extent of the damage to the trailer will be determined as described below.

- a. The difference between the current market value of the trailer immediately prior to the incident and the value of reusable parts immediately after the incident if the following circumstances apply.
 - The repair costs are higher than the difference.
 - The following scheme based on the purchase price is not applicable.

- b. The difference between the purchase price of the trailer and the value of reusable parts immediately after the incident if the following circumstances apply.
 - The repair costs are higher than the difference or the repair costs are greater than two-thirds of the purchase price.
 - At the time of the incident the insured has purchased the trailer less than two years ago.
 - The purchase price paid for the trailer was greater than the current market value immediately prior to the incident.
 - The trailer is owned by the policyholder.

The extent of the damage is determined taking the following into account.

- The purchase price paid for the trailer.
- For components and vehicle modifications stated on the purchase invoice, the purchase price.
- For components and vehicle modifications not stated on the purchase invoice, the current market value.

The insurer is entitled to transfer reusable parts to an organisation nominated by the insurer on behalf of the insured.

2.3.3 Assessing the damage to your accessories

2.3.3.1 Repair

If the damage can be repaired, the extent of the damage will be determined as the cost of repair.

If the damage amount determined in this manner transpires to be higher than the damage amount that would have been determined if repair was not possible, the damage amount will be determined as if repair is not possible.

2.3.3.2 No repair

If repair is not possible, the damage amount is determined as the difference between the current market value of the accessories concerned immediately prior to the incident and the value of the reusable parts immediately after the incident.

2.3.4 Assessing the damage to your auxiliary items

2.3.4.1 Repair

If the damage can be repaired, the extent of the damage will be determined as the cost of repair.

If the damage amount determined in this manner transpires to be higher than the damage amount that would have been determined if repair was not possible, the damage amount will be determined as if repair is not possible.

2.3.4.2 No repair

If repair is not possible, the damage amount is determined as the difference between the current market value of the auxiliary items concerned immediately prior to the incident and the value of the reusable parts immediately after the incident.

2.4 Write-off

In the event of destruction or loss of the trailer due to an insured incident, the right to the compensation from the insurer will not arise before and will not be payable until after:

- a. 30 days have passed from the day following the day on which the incident was reported to the police, if the damage or loss is a consequence of theft, joyriding, fraud and/or unlawful appropriation, and
- b. the following obligations have been fulfilled.

2.4.1 VbV notification

Policyholder agrees to the insurer reporting the trailer data to the Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit – VbV)

This obligation only applies if the incident concerns theft, joyriding, fraud and/or unlawful appropriation.

2.4.2 Recovery

The insured has reported the incident to the police and does not have actual use of the trailer within 30 days following the day on which the incident was reported.

During this period, the policyholder authorises the insurer to recover the trailer from the person who may have it in their keeping.

This obligation only applies if the incident concerns theft, joyriding, fraud and/or unlawful appropriation.

2.4.3 Vehicle registration certificate and keys

The policyholder has handed over the following objects that belong to the trailer to the insurer

- a. The complete vehicle registration certificate (all parts).
- b. All keys.
- c. All other objects designated for operating the trailer's locks.

This obligation also applies if the trailer is a write-off in the economic or technical sense.

2.4.4 Right of ownership

Policyholder has transferred the right of ownership concerning the trailer to the insurer, or at the insurer's discretion, to another organisation.

2.5 Underinsurance

If the insured sum is lower than the current market value of the trailer on the date of purchase, then the compensation payable for the damage amount determined as well as the maximum compensation will be in proportion of the insured sum to that current market value.

2.6 Limitations to obligation to pay compensation

The insurer's obligation to pay compensation is limited if the damage is related to terrorism risk in accordance with the Terrorism Cover Clause as stated in the Terrorism section.

2.7 Compensation

2.7.1 Compensation in kind

The insurer is entitled to pay compensation for all or part of the damage in kind, in such a way that the insured is deemed to be reasonably reimbursed for (that part of) the damage.

If the insurer exercises this right, it is authorised to appoint a repair company and to commission the repair work from this company on behalf of the insured.

2.7.2 Compensation in cash

Compensation of all or part of the damage for which the insurer does not exercise its right to pay compensation in kind, will be paid in a single instalment.

3 Exclusions

3.1 General exclusions

The general exclusions are stated in the Exclusions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

3.2 Exclusions to Comprehensive cover for trailers

3.2.1 Government requisition

You will not receive compensation for damage that occurred during the period that the trailer and/or the vehicle to which the trailer was attached, was requisitioned by a civil or military authority.

3.2.2 Speed trials

You will not receive compensation for damage caused while participating in speed trials or races.

This exclusion does not apply to an insured person or legal entity that can demonstrate that these events/circumstances/incidents occurred without their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

3.2.3 Transport for payment, lessons, rental

You will not receive compensation for damage that occurs while the trailer was being used for the following purposes and cover for these purposes is not apparent from the policy.

- a. Transport of persons and/or objects for payment (not including private transport in return for a contribution towards the costs).
- b. Lessons.
- c. Rental (including leasing).

This exclusion does not apply to an insured person or legal entity that can demonstrate that these events/circumstances/incidents occurred without their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

3.2.4 Qualified driver

You will not receive compensation for damage that occurs while the actual driver of the vehicle towing the trailer:

- a. did not have the statutory authorisation under Dutch law to drive the vehicle with trailer, and/or
- b. had not fulfilled the other requirements for driving licences, such as a driver's diploma of professional competence and/or compulsory supplementary certificates for the goods transported.

This exclusion does not apply to an insured person or legal entity that can demonstrate that these events/circumstances/incidents occurred without their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

3.2.5 Driver under influence

You will not receive compensation for damage which is plausibly caused due to the driver's use of alcohol or any other intoxicating, stimulating or similar substance while driving the vehicle towing the trailer.

Unless proven otherwise, it will be assumed that this was the case if the driver had used alcohol and/or other substances, and at the time of the incident the driver would have been unfit to drive due to use of the alcohol and/or other substances under Dutch law.

If the driver refuses to cooperate with a test ordered by the police or the court to determine whether or not they are in violation of the prevailing limits, then for the application of this exclusion, it is assumed that the limits were exceeded.

This exclusion does not apply to an insured person or insured legal entity that was not driving the vehicle to which the trailer was attached and who cannot reasonably be said that they should have taken the reduced driving ability of the driver as a result of the use of alcohol and/or other substances mentioned into account.

3.2.6 Unauthorised driver

You will not receive compensation for damage caused by a driver who was not authorised by the policyholder to drive the vehicle towing the trailer.

This exclusion does not apply to an insured person or legal entity that can demonstrate that these events/circumstances/incidents occurred without their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

3.2.7 Theft from open trailer

You will not receive compensation for damage due to theft or misappropriation of accessories and auxiliary items from an open trailer or trailer closed off with a tarpaulin.

3.2.8 Heavy equipment

You will not receive compensation for damage caused with, by or to heavy equipment that is mounted on the trailer.

3.2.9 Damage that occurs gradually

You will not receive compensation for damage that does not have an unforeseen, sudden and/or unexpected effect on the insured objects, but that has arisen gradually, such as wear and tear, discoloration, ageing, deformation, decay and corrosion (rust formation).

3.2.10 Deliberate act

You will not receive compensation for damage that is caused deliberately or by failure to act, or for damage that is related to intent or unlawfully directed against a person or object by:

- an insured person;
- one or more persons who belong to a group of persons to which the insured person belongs, also in the event that the insured person themselves acted or failed to act.

The deliberate nature of the act or omission by those persons mentioned does not alter if they were under the influence of alcohol or any other intoxicating, stimulating or similar substances, such that they were unable to determine their own actions.

4 Damage

4.1 Obligations in the event of damage

You will find information about your obligations in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.2 Penalties for failure to comply with obligations in the event of damage

You will find information about the penalties in the event of failure to meet your obligations in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.3 Other insurance policy, provision, or settlement

You will find information about other insurance policies, provisions or settlements in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.4 Obligation to pay

You will find information about the insurer's obligations in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.5 Payment to third parties

You will find information about payments to third parties in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.6 Right of recourse

You will find information about the right of recourse 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 will find information about payment of premiums in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5.2 Penalties for failure to comply with payment obligations

You will find information about the penalties if you do not 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 will find information about the restitution of premium in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

5.4 Premium calculation

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

6 Review of rates and/or terms and conditions

You can find information about 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 to the risk

7.1 General changes

Premiums and the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions and the insurance policies and cover included in this are partly based on information provided by the policyholder, such as revenue, value, number of employees and the business address.

Changes to this information may be relevant to the insurance agreement. The procedure stated below applies to changes of this nature.

- a. Each year as the policy package renewal date approaches, the insurer informs the policyholder of the details currently known to the insurer in an updated policy schedule.
- b. This gives the policyholder the opportunity to check this information and to inform the insurer of any changes.

7.2 Changes in risk regarding Comprehensive cover for trailers

7.2.1 Changes in risk notification

The policyholder is obliged to notify the insurer of any changes as soon as possible, and in all cases within the period stated below, unless the policyholder can make a reasonable case for the fact that they were not aware of the change and could not reasonably have been aware of it.

Within a period of two weeks:

- a. if you replace the trailer described in the policy schedule with another trailer.
- b. if you sell and/or transfer ownership of the trailer described in the policy schedule without replacing it with another trailer.
- c. If the vehicle registration number of the trailer described in the policy schedule changes.
- d. If the trailer described in the policy schedule is stolen.

Within a period of two months:

- e. If you change your profession, business or activities as described in the policy schedule.
- f. If your legal form changes.
- g. If you move to other premises and/or a new business address.
- h. If you transport objects other than those arising from your profession, business or activities as described in the policy schedule.

7.2.2 Continuation after changes in risk

7.2.2.1 Replacement, sale, transfer, vehicle registration number change, misappropriation

- a. The cover will terminate if you replace the trailer described in the policy schedule with another trailer, if you sell it or transfer it to another person or legal entity, if the vehicle registration number is changed or if the trailer is stolen.
For any replacement trailer or the trailer of which the vehicle registration number has changed, the insurer will assess whether it will continue the insurance policy and if so, under the same or changed terms and conditions based on the acceptance guidelines and premiums applicable at that time.
- b. If a continuation of the policy is agreed, the new premium will be calculated and/or new terms and conditions will apply based on the premiums and terms and conditions applicable at that time, from the date on which the change in risk took place.
- c. If the parties cannot reach agreement on the continuation of the policy, the insurance policy will terminate one month after notification to this effect by the insurer.

7.2.2.2 Transport of alternative objects

- a. If alternative objects are transported, the insurer will assess whether it will continue the insurance policy and if so, under the same or changed terms and conditions based on the acceptance guidelines and premiums applicable at that time.
- b. If a continuation of the policy is agreed, the new premium will be calculated and/or new terms and conditions will apply based on the premiums and terms and conditions applicable at that time.
- c. If the parties cannot reach agreement on the continuation of the policy, the insurance policy will terminate one month after notification to this effect by the insurer.

As long as the insurance policy has not been terminated, and as long as the continuation has not been agreed, the insurance policy will remain unchanged and in force.

7.2.2.3 Change of business address

For a change consisting exclusively of a change in the policyholder's business address, the premium will be recalculated based only on this change.

7.2.3 Consequences of not notifying changes in risk

- a. If the policyholder fails to inform the insurer in good time of the changes in risk, and the continuation of the insurance policy and/or cover would have been agreed if the policyholder had fulfilled their obligation to notify the insurer, then the policyholder must pay the additional premium and premium tax due from the date of the changes in risk.
- b. If continuation based on changed terms and conditions would have been agreed, then the insurance policy is continued from the date on which the policyholder should have notified the changes in risk as if those changed terms and conditions had been agreed.
- c. If no continuation of the insurance policy would have been agreed, then there is no cover for incidents that occur after the date on which the policyholder should have notified the insurance company of the changes in risk.

7.3 Risk limitation

- a. If based on specific circumstances or developments, such as the nature and extent of claims, the insurer concludes that future claims can be prevented or limited if the policyholder were to take measures to limit the risk, the insurer is entitled to prescribe such measures.
- b. The policyholder is obliged to take and/or contribute to the reasonable measures as prescribed by the insurer.

The provisions of this section cannot result in extending the agreement or limiting the opportunity to terminate the agreement on other grounds.

8 End of the insurance policy

You will find the information you need to know about terminating the insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

9 Supplementary policy provisions

9.1 Personal data

You will find information about personal data in the Supplementary Policy Provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

9.2 Governing law

You will find information about governing law in the Supplementary Policy Provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

9.3 Complaints

You will find information about complaints in the Supplementary Policy Provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

9.4 Suspensive condition

You will find information about the suspensive condition in the Supplementary Policy Provisions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

10 Terrorism

You will find information about cover following an act of terrorism in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism. Here you will find the Terrorism Cover clause and a summary of the compensation protocol of the Dutch Herverzekeringmaatschappij voor Terrorismeschaden (Dutch Terrorism Risk Reinsurance Company – NHT).

11 Additional descriptions

General average

- a. Measures that are reasonably taken in an emergency situation for the purpose of saving or rescuing a ship and the objects on board from a common danger, irrespective of who is responsible for the cause of the danger.

- b. We understand measures to include sacrifices and expenses, such as dumping the cargo overboard, enlisting a tug or paying a ransom.
 - c. The damage and costs involved will be apportioned among all interested parties in proportion to their financial interest, whether or not they have suffered injury themselves.
- The interested parties are legally obliged to contribute their share to the general average.

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, with due regard to the following.
- 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 to be 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.

12 Preventative measures

If the trailer is left unattended, the following preventative measures must be taken.

We understand leaving the trailer unattended to mean leaving it parked in an open terrain or in a shed, warehouse or the like, that is not properly locked without direct supervision by the insured or another person specifically engaged to supervise the insured object.

Unattended during work

- a. The trailer is properly closed.
- b. The trailer is mechanically secured against theft by means of a class 1 hitch lock, wheel clamp, or kingpin lock or the like, with the VbV-SCM quality mark.

Unattended after work

- c. After finishing the daily work, the trailer is properly closed and parked in a properly secured space or on a secured terrain not accessible to the general public.
- d. If the trailer is not parked in a properly secured space in the owner's company building, the trailer is mechanically secured against theft by means of a class 1 hitch lock, wheel clamp, kingpin lock or the like, with the VbV-SCM quality mark.