

# **Policy terms and conditions Comprehensive insurance for trailers Lorries & truck tractors**

**Version: 2019**

## Inhoudsopgave

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## 1 Description of terms

### 1.1 Terms used

#### 1.1.1 Insured

The insured parties are:

- a. Policyholder (you). This is the person who has taken out this insurance policy and who ensures that the premium is paid;
- b. Holder and/or keeper of the trailer.
- c. Driver of the vehicle towing the trailer.
- d. Employer of an insured person insofar as this person is liable for the conduct of the employees.
- e. Any other legal entity insofar as this is apparent from the policy.

#### 1.1.2 Trailer

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

#### Vehicle modifications

Modifications to the trailer stated on the policy schedule 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, and alarm.

#### Accessories

Additional supplies and accessories for the trailer stated on the policy schedule, 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.

#### 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.

Heavy equipment mounted on the trailer is not considered part of the trailer.

#### 1.1.3 Loss aversion

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

#### 1.1.4 Temporary measures

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

#### 1.1.5 Clearance

Clearance of insured objects at the place where the trailer is located and the neighbouring terrain. We understand clearance to mean demolishing, clearing, removal, dumping and destroying.

#### 1.1.6 Current market value

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

#### 1.1.7 Purchase value

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

#### 1.1.8 Book value

The amount recognised for an object in the balance sheet.

#### 1.1.9 Residual value

The value of your trailer following an incident.

#### 1.1.10 Write-off

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

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

## 2 Description of the cover

### THIRD-PARTY COVER

This cover only applies if this is referred to in the policy schedule.

#### 2.1 Scope of the cover

This insurance policy covers the insured's civil liability for damage caused by or with the trailer if all the circumstances mentioned below 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.

This cover applies per incident for personal injury and property damage, each separately up to the maximum insured sum for each.

For an insured incident that occurs within the area of insurance cover but outside the Netherlands and where a higher maximum cover amount is prescribed by a law equivalent to the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)], the higher amount will apply.

This insurance policy does not cover the insured's civil liability for:

- a. Damage to the cargo caused with or by the trailer;
- b. Damage caused by or with cargo while loading and/or unloading the trailer;
- c. Injury to the driver of the vehicle towing the trailer;
- d. Damage to objects belonging to the policyholder and/or the holder, keeper or driver of the trailer, as well as damage to objects that these persons were responsible for or that were transported with the trailer, with the exception of personal luggage of passengers.

#### 2.1.1 Damage

Damage is defined as personal injury and property damage as described below.

##### 2.1.1.1 Personal injury

Physical injury or damage to a person's health, resulting in death or otherwise, including the resulting damage.

#### 2.1.1.2 Property damage

- a. Damage to objects, and any damage arising from this.
- b. Loss, destruction or disappearance of objects including the resulting damage.

#### 2.1.2 WAM

Without giving consideration to what might otherwise have been stipulated in these insurance terms and conditions, the insurance shall be deemed to meet the requirements set by or pursuant to the Dutch Motor Insurance Liability Act (WAM) or of a law corresponding to the WAM in countries belonging to the area of insurance cover.

#### 2.1.3 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.

## 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 sums.

#### 2.2.1 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 sums.

#### 2.2.2 Defence

- a. Defence that is conducted under the supervision of the insurance company, 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.
- b. Legal assistance provided at the request of the insurer in criminal proceedings brought against an insured person or legal entity.

#### 2.2.3 Statutory interest

statutory interest due on the compensation due.

#### **2.2.4 Deposit**

The insurer may provide a deposit in connection with an insured incident to obtain the release of

- restrictions to freedom of movement of an insured person or legal entity, or
- a restriction placed on the trailer, if a government authority so requires in order to guarantee the rights of an injured party.

This cover applies per incident to a maximum of € 50,000 for all insured parties together.

The insured is obliged to authorise the insurer to take control of the collateral as soon as this is released and to cooperate fully in order to obtain reimbursement.

#### **2.2.5 Own vehicle**

Damage caused by the driver of the vehicle towing the trailer to another motorised vehicle or to another trailer, of which the policyholder is either the holder or keeper.

This cover applies only to damage to the other vehicle or trailer that is not covered by any other insurance policy.

This cover does not apply to:

- a. consequential loss;
- b. write-downs.

This cover applies per incident up to a maximum of € 50,000.

#### **2.2.6 Transport of injured persons**

Damage to the trailer caused by transporting injured persons. This cover applies per incident up to the maximum insured sums.

#### **2.3 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.

## **COMPREHENSIVE COVER**

This cover only applies if this is referred to in the policy schedule.

### **2.4 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 trailer is owned by the policyholder.

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

#### **2.4.1 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.

#### **2.4.2 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.

### **LIMITED COMPREHENSIVE INSURANCE COVER**

This cover only applies if this is referred to in the policy schedule.

## **2.5 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 trailer is owned by the policyholder.

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

### **2.5.1 Insured incidents**

#### **2.5.1.1 Fire, stroke of lightning, explosion or short circuit**

The descriptions given in the Additional descriptions section apply to fire, stroke of lightning and explosion.

The insurance policy also covers damage caused by

- a. whole or partial destruction of the insured objects due to an explosion;
- b. the proximity of objects not insured that are affected by fire and/or stroke of lightning or that are destroyed in an explosion.

This cover also applies if the incident is the result of an inherent defect of the insured objects.

#### **2.5.1.2 Theft**

- a. Theft or attempted theft of the trailer or parts thereof.
- b. Theft or attempted theft of vehicle modifications.
- c. Theft or attempted theft of accessories.

#### **2.5.1.3 Forced entry**

Forced entry or attempted forced entry to the trailer.

#### **2.5.1.4 Joyriding**

Joyriding or attempted joyriding of the vehicle that is towing the trailer and the trailer attached to the vehicle.

#### **2.5.1.5 Fraud and/or unlawful appropriation**

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.

#### **2.5.1.6 Damage due to theft, joyriding, fraud and/or unlawful appropriation**

Damage caused by an unforeseen, sudden and unexpected external incident that affects the insured objects, that occurred during time that policyholder did not have the use of the trailer as a result of

- theft of or joyriding with the vehicle to which the trailer is attached, or attempts thereto, or
- fraud and/or unlawful appropriation of the trailer committed by someone other than the insured or their former or current spouse, registered partner or other life companion.

#### **2.5.1.7 Storm**

The wind force at a wind speed of at least 50 km per hour (wind force 7).

This also includes damage caused by objects that fall over and/or fly through the air as a result of a storm.

#### **2.5.1.8 Natural disasters**

Natural disasters such as flooding, tidal wave, hail, avalanche, falling rocks, earthquake, landslide, and volcanic eruption. For a definition of what we understand under flooding, see the description of flooding in the Additional descriptions section.

#### **2.5.1.9 Riots or disturbances**

We understand this to mean incidental violent events, but not hooliganism and vandalism.

#### **2.5.1.10 Animals**

Collision with birds, and/or stray animals.

This cover only applies to damage caused directly by the collision.

#### **2.5.1.11 Air traffic**

Air traffic, as stated in the Additional descriptions section.

#### **2.5.1.12 Transport**

An unforeseen, sudden and unexpected external incident that affects the trailer or the accessories and that occurred during:

- a. the period that the trailer is being used for transport by a haulage company, or
- b. the trailer was being hoisted onto or off a vessel.

#### **2.5.2 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.

## **2.6 supplementary cover**

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

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

#### **2.6.1 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.

#### **2.6.2 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.

#### **2.6.3 Temporary measures**

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

#### **2.6.4 Clearance**

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

#### **2.6.5 Daily compensation**

Compensation of € 75 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.

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.

#### **2.6.6 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.

#### **2.6.7 Traffic risk/Damage to third parties**

This cover does not apply if the third party cover is applicable.

- 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

## **2.6.8 Emergency assistance**

### **2.6.8.1 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.

### **2.6.8.2 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.

### **2.6.8.3 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.

## **2.6.9 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.

## **2.7 Extent of damage assessment**

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

### **2.7.1 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.

### **2.7.2 Assessing the damage to your trailer/vehicle modifications**

#### **2.7.2.1 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.

#### **2.7.2.2 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 one year 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.

### **2.7.3 Assessing the damage to your accessories**

#### **2.7.3.1 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.

#### **2.7.3.2 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.

### **2.7.4 Assessing the damage to your auxiliary items**

#### **2.7.4.1 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.

#### **2.7.4.2 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.

### **2.8 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.

#### **2.8.1 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.

#### **2.8.2 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.

### 2.8.3 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.

### 2.8.4 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.

## 2.9 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.

## 2.10 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.

## 2.11 Compensation

### 2.11.1 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.

### 2.11.2 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

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

## 3.2 Exclusions to Third-party, Comprehensive and Limited Comprehensive insurance cover for trailers

### 3.2.1 Government requisition

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

### 3.2.2 Speed trials

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

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

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

### 3.2.3 Lessons, rental

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

- a. use of your trailer for lessons;
- b. rental or lease of your trailer, except if your policy shows that you are insured for this. However, damage due to fraud or unlawful appropriation is never covered.

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

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

### 3.2.4 Qualified driver

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

- a. who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- b. they did not meet other requirements for a qualified driver, for example because they did not have driver's diploma of professional competence or did not have the compulsory supplementary certificates for the goods transported. In such cases you will only receive compensation if you can demonstrate that:
  - this happened without your (or a co-insured's) knowledge or consent; and
  - you (or your co-insured) cannot be reasonably held responsible for this.

### 3.2.5 Driver under influence

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

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

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

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

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

### 3.2.6 Flooding

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

### 3.2.7 Inadequate care and/or maintenance

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

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

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

### 3.2.8 Deliberate act

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

## 4 Damage

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

## 5 Premiums

### 5.1 Payment of premiums

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

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

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

### 5.3 Restitution of premium

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

### 5.4 Premiums

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

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

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

## 7 Changes to the risk

### 7.1 Changes in risk

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

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

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

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

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

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

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

#### 7.1.2 Continuation after changes in risk

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

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

#### 7.1.2.2 Change of use

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

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

#### 7.1.2.3 Change of address

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

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

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

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

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

## 7.2 Risk limitation

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

## 8 End of the insurance policy

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

## 9 Supplementary policy provisions

### 9.1 Personal data

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

### 9.2 Governing law

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

### 9.3 Complaints

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

## 10 Terrorism

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

## 11 Additional descriptions

### 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.

### Lightning

A lightning strike on the location where the insured objects are or on an immediately adjacent plot.

Induction or power surge without any detectable trace of impact at that location or an adjacent plot will not be considered a stroke of lightning.

### 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.

**Air traffic**

The insured object is hit by or affected by the explosion of:

- a. aircraft or spacecraft as it is taking off, flying, landing or falling;
- b. a projectile, explosive, or other object that is connected to an aircraft or spacecraft, has become detached from, is ejected or falling from an aircraft or spacecraft;
- c. any other object that is affected by any object as mentioned under a. and b. above.

**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.

**Flooding**

Flooding caused by the collapse or overflow of dikes, embankments, locks or other water defences, regardless as to whether the flood is the cause or the consequence of an insured incident.