

# **Policy terms and conditions**

## **Boat insurance**

**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.**

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## Inhoudsopgave

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## Introduction

These terms and conditions describe your insurance. You have liability cover as standard.

If you are liable for damage to persons or property caused with or by your boat, then you are covered under this insurance.

You can also extend your insurance to include limited comprehensive cover, full comprehensive cover (damage to your own boat, dinghy, contents or trailer), passenger accident cover and legal assistance cover. Your policy schedule states what you are covered for.

### **Important: read first**

These terms and conditions contain words that are in bold. These words have specific meanings, which are explained in the Definitions section towards the end of these terms and conditions.

### **Do I need to inform you about any changes?**

You must report the following changes to us immediately after they occur:

- a. You or your surviving dependants no longer have an interest in your boat. For example, you sell your boat, your boat is declared a write-off or your boat is stolen.
- b. Your boat's new berth is outside of the Netherlands, Belgium or Germany.
- c. The value of your boat has changed.  
For example, you invest in new equipment, a propulsion system or similar.
- d. The usage of the boat changes. For example, you intend to hire your boat out.

If you move, you must notify us within 30 days of moving.

If you fail to report any of these changes to us by the deadline, then you will not be entitled to claim compensation after that date. However, if we would have continued your insurance under the same terms and conditions if you had reported the change to us by the deadline, then you will still be entitled to claim compensation.

### **What should I do in the event of damage?**

Make every effort to limit the damage as much as possible. Tell us about the damage as quickly as possible.

If a criminal offence has been committed, such as theft, burglary or vandalism, report this immediately to the local police.

### **What should I do if I need help?**

Contact our Emergency Service Centre as soon as possible. The contact details can be found in your policy.

You must fully cooperate with us so we can provide assistance. Follow the instructions you are given by the Emergency Service Centre operator and local emergency responders. Our Emergency Service Centre will determine what costs you will be compensated for.

**Note: If you fail to comply with your obligations, then you may not be entitled to any further compensation or any compensation at all.**

The Emergency Service Centre will provide all assistance that is reasonably possible. It may therefore be unable to provide assistance due to war, riot, civil commotion, nuclear disaster or natural disaster such as a flood, preventing emergency responders from reaching you. When providing assistance, the Emergency Service Centre will take the condition of your health into account, where relevant. The Emergency Service Centre's medical team can provide a binding opinion on what kind of assistance is needed.

If you have saved on any costs or are reimbursed any amounts, then these will be deducted from the compensation you will receive. If the Emergency Service Centre provides assistance or covers costs that you are not insured for, then you will need to reimburse the Emergency Service Centre for this within 30 days of the invoice date.

### **When am I entitled to receive assistance?**

You are also entitled to assistance if the captain/operator can no longer operate your boat because of a serious illness or accident. This is subject to the following conditions:

- a. The boat is being used as holiday accommodation or as a means of transport to and from the holiday destination.
- b. It is not possible to carry out an emergency repair.
- c. It is not medically advised for the captain/driver to operate your boat and there is no one else among your travelling companions who can operate your boat.

We will pay a maximum of € 2,500 in compensation per incident.

### What do I do if I need legal assistance?

If you have taken out legal assistance cover, you can benefit from legal assistance provided in conjunction with DAS. If you are involved in a dispute, you must contact DAS as soon as possible. There are a number of ways to do this.

#### If you only need advice

If you only need advice, please get in touch with DAS. You can reach them on 020 651 88 15 from Monday to Friday between 08:30 and 17:30.

#### If you are involved in a dispute

If you need to report a dispute and want legal advice, then you can contact DAS as follows:

#### For collision damage without any injuries:

- online at [www.das.nl/zaakaanmelden](http://www.das.nl/zaakaanmelden);
- by telephone on 020 651 75 17 from Monday to Friday between 08:30 and 17:30;
- by post to:  
DAS, Team Intake Verhaal, PO Box 23000,  
1100 DM Amsterdam

#### For all other disputes:

- online at [www.das.nl/zaakaanmelden](http://www.das.nl/zaakaanmelden);
- by post to:  
DAS, Team Intake Juridisch, PO Box 23000,  
1100 DM Amsterdam

**Note: Please send any documents related to the dispute straight away. If you are reporting the dispute to DAS online, then you can scan your documents and attach them. Always include your policy number on the documents. Please enclose a copy of your policy schedule as this will speed up the process.**

#### Urgent cases

If the situation is urgent, please call the DAS Legal Advice helpline. You can reach them on 020 651 88 15 from Monday to Friday between 08:30 and 17:30.

### What does my boat insurance cover?

This section explains exactly which incidents you are insured for.

The damage must have been caused or created suddenly and unexpectedly by an incident that:

- occurred during the policy period of this insurance, and;
- you could not foresee when you concluded or changed the insurance.

If you extend the cover of this insurance at a later date, then the date on which you extend the cover is regarded as the date on which you initially took out the insurance.

#### Where am I insured?

You are insured in the area of operation indicated on your policy.

### Liability

Liability cover is included with this insurance.

#### What am I insured for with liability cover?

You are insured if you are liable for damage to persons or property caused with or by your boat.

We will pay up to the maximum insured sum stated on your policy schedule per incident.

If you are liable for damage caused by another insured party, then we will only pay compensation for damage to persons, not to property. We will only pay compensation to the injured party or their heirs. We will not pay out to any other parties.

#### Speedboats

You are also insured for damage caused by one or more water skiers who are being towed by your boat.

We will only compensate you for damage if:

- there is always one person on board who is at least 18 years old and responsible for operating the boat, and;
- there is a second person on board who is at least 14 years old and responsible for monitoring any water skier(s) being towed.

### What costs will I receive compensation for?

#### Deposit

The authorities may ask you for a deposit to guarantee the rights of the injured parties involved in an incident. If

the incident is insured, we will provide an advance for the deposit. If the deposit is refunded, then you must authorise DAS to debit this amount automatically from your bank account. You must cooperate fully regarding the recovery of the deposit.

**Note: We will provide a maximum advance of € 25,000 per incident.**

### Legal costs

We cover the legal costs and statutory interest on the part of the damage (the insured sum) that we cover. We will compensate you for these costs over and above the insured sum if necessary.

### Limited comprehensive cover

Your policy schedule states whether you have limited comprehensive cover in addition to liability cover.

### What am I insured for?

You are insured for damage to or loss of your boat that is caused by:

- fire, including if your boat ignites itself;
- explosion;
- direct lightning strike;
- storm;
- theft and burglary;
- an incident while transporting your boat on the road or on the water.

**Note: We will not pay compensation if your boat is being transported as deck cargo.**

### When am I insured for theft?

#### When your boat is in the water

If your boat is no more than six metres long or is an open sloop, then its anchoring must consist of at least, or be a combination of, a cable with a hard steel core, at least ten millimetres in diameter, and one or more padlocks on the VbV-SCM list of approved locks. This list can be found at [www.stichtingvbnl/vaartuigen/beveiliging/producten](http://www.stichtingvbnl/vaartuigen/beveiliging/producten).

#### When your boat is on a boat trailer

If you are unable to keep your boat in sight, you must store it on your property or in a properly locked space such as a garage, warehouse or shed. If your boat is kept on a public road or in a public parking space, then you must secure the trailer with at least a trailer lock and a wheel clamp.

When your boat is being transported on a boat trailer

If you are unable to keep your boat in sight, then you must secure the trailer at least with a trailer lock or a wheel clamp.

#### Outboard motor

If an outboard motor covered by this insurance is secured to the boat, then we will only pay compensation for damage due to theft if the outboard motor is secured to the boat with a lock that has been specially developed to protect an outboard motor against theft. The lock must feature on the VbV-SCM list of approved locks. This list can be found at [www.stichtingvbnl/vaartuigen/beveiliging/producten](http://www.stichtingvbnl/vaartuigen/beveiliging/producten). If an outboard motor covered by this insurance is not secured to the boat, then we will only pay compensation for theft following forced entry if the outboard motor was in a properly locked space, such as a storage locker, garage, warehouse or shed.

#### Boat trailer

If you are unable to keep your trailer in sight, and your boat is kept on a public road or in a public parking space for example, then you must secure the trailer with at least a trailer lock and a wheel clamp.

#### Belongings stored on the boat

Your belongings are only insured in the event of forced entry to a properly locked compartment, such as a storage locker or cabin.

#### Belongings temporarily stored at home

Your belongings are insured against theft when temporarily stored at home.

#### Belongings temporarily stored elsewhere

We will only pay compensation for damage due to theft of your belongings in the event of forced entry to a properly locked space, such as a garage, warehouse or shed at the time of the theft.

### **Belongings being transported**

If your belongings are being transported to or from your boat, then we will only pay compensation for the theft from the actual means of transport following forced entry. For sensitive belongings, we will only pay compensation for the theft from the actual means of transport following forced entry and if the belongings were not visible from the outside. 'Sensitive' belongings include items such as audio-visual, computer and navigation equipment.

### **Full comprehensive cover**

Your policy schedule states whether you have full comprehensive cover in addition to liability cover.

### **What am I insured for?**

In addition to incidents such as those mentioned under limited comprehensive cover, you are also insured for loss of or damage to your boat if the loss or damage is caused by or arises from:

- a. collision;
- b. underwater damage;
- c. power surge;
- d. vandalism;
- e. unlawful appropriation and joyriding;
- f. frost caused by freezing;
- g. sinking;
- h. blistering in the hull caused by osmosis, only if the damage is visible within ten years after the boat was first launched;
- i. inherent defect in the boat. The defect itself is also covered;
- j. inherent defect in the propulsion system and generators. The defect itself is also covered;
- k. any other external event.

### **Due care and attention**

You are only insured if you act with due care and attention. In any case, 'due care and attention' includes:

- a. carrying out maintenance and inspections in time;
- b. taking action to rectify a known defect;
- c. ensuring existing damage to the boat is properly repaired;
- d. taking adequate action to prevent damage to your boat caused by precipitation, humidity and frost, including winterising your boat and engine.

## **Contents**

### **What am I insured for?**

You are insured for loss of or damage to any belongings brought onto your boat if the loss or damage is caused by or arises from:

#### **Limited comprehensive cover**

- a. fire
- b. explosion
- c. direct lightning strike
- d. storm; we will only compensate you for the damage if insured damage is also caused to the boat itself
- e. theft.

#### **Full comprehensive cover**

In addition to incidents such as those mentioned under limited comprehensive cover, you are also insured for loss of or damage to your belongings if the loss or damage is caused by or arises from:

- a. a traffic accident while your belongings are being transported to and from your boat. we will only compensate you for damage if damage is also caused to the means of transport itself;
- b. any other external event; we will only compensate you for the damage if insured damage is also caused to the boat itself.

If you have an open sailing boat or sloop, then we define 'belongings' as:

- a. foodstuffs;
- b. equipment intended for the packaging, storing and consuming foodstuffs, such as a picnic basket, Thermos flask, cool box, crockery and cutlery;
- c. specific clothing for bad weather.

We will pay up to € 750 in compensation per incident, except for foodstuffs.

We will pay up to € 350 in compensation per incident for foodstuffs. The deductible does not apply.

### **What amount are my belongings covered for?**

With limited comprehensive cover, your belongings are covered for up to 20% of the insured sum of your boat. With full comprehensive cover, your belongings are covered for an unlimited amount.

### Trailer

Your policy schedule states whether your trailer is covered.

You are insured for damage to your trailer caused by:

- a. fire;
- b. explosion
- c. direct lightning strike
- d. theft;
- e. unlawful appropriation and loss;
- f. storm;
- g. any collisions, slips, bumps, overturning or skidding off the road or into the water;
- h. any inherent defect;
- i. any other external event.

### Dinghies

The standard insurance policy includes one dinghy. The dinghy must:

- a. be transported on or towed by the insured boat, and may be equipped with a sail rig; and
- b. not have a maximum speed exceeding 20 kilometres per hour; and
- c. not be longer than the maximum width of the insured boat.

### Protection & indemnity (P&I) cover

Your policy schedule states whether you have this cover.

A separate policy schedule will be attached, containing the terms and conditions that apply to this cover.

### Passenger accident cover

Your policy schedule states whether you have this cover.

It also states the insured sum per incident in the event of death or permanent disability.

#### **This amount is per insured party.**

What am I insured for with passenger accident cover?

You are insured if you suffer an injury due to an accident involving your boat, and subsequently die or are permanently disabled. The physical injury must be medically confirmed and be exclusively a direct consequence of your body being unexpectedly struck by an external force.

You are insured if you are:

- a. on your boat;
- b. embarking or disembarking;
- c. providing assistance while under way;

- d. carrying out emergency repairs on your boat underway or have these carried out, or are assisting with the repairs;
- e. re-fuelling.

‘Accident’ is defined as one of the following incidents:

- a. You are suddenly and unintentionally exposed to harmful gases, vapours, liquids or solids, resulting in acute poisoning. This excludes poisoning as a result of narcotics, stimulants or medication usage.
- b. You become infected by pathogens or have an allergic reaction, provided the infection or reaction is directly caused by unintentionally falling into the water or another substance, or if you jump in attempting to rescue a person, animal, pet or property.
- c. A substance or item suddenly and unintentionally enters into your digestive tract, airways, eyes or ears, resulting in physical injury. This excludes pathogens entering your body.
- d. You tear a muscle, ligament or tendon, or a joint becomes disjointed, provided this happens suddenly and a doctor can determine the nature and location of the injury.
- e. Choking, drowning, freezing, sunstroke or heatstroke.
- f. Exhaustion, starvation, dehydration or sunburn, provided this occurs unexpectedly.
- g. Wound infection or blood poisoning as a complication of an injury, provided the injury is caused by an accident covered by this insurance.
- h. Complications or aggravation of the injury as a direct result of any necessary first aid or medical treatment provided because of the accident.
- i. Persistent complaints regarding the cervical vertebrae as a result of a collision.

## Legal assistance cover

Your policy schedule states whether you have this cover.

### What disputes will I receive legal assistance for?

The insurance overview specifies which disputes you will receive legal assistance for:

#### Insurance overview

| Disputes covered                                                                                                                                                                                                                                                                                                  | Area of insurance cover                                       | Maximum external costs | Minimum disputed amount |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------|-------------------------|
| Damage and personal injury incurred while operating the insured boat on the water.                                                                                                                                                                                                                                | The same as with the boat insurance cover (area of operation) | € 25,000               | n/a                     |
| Criminal proceedings and traffic fines, except if: <ul style="list-style-type: none"> <li>• you are accused of having knowingly broken the law;</li> <li>• you are accused of having intentionally committed a criminal offence;</li> <li>• the criminal case or fine can be settled administratively.</li> </ul> | The same as with the boat insurance cover (area of operation) | € 25,000               | n/a                     |
| Relating to repair, maintenance or insurance of the insured boat or a trailer intended for this boat, or directly relating to a towing or transport agreement.                                                                                                                                                    | Europe and other Mediterranean countries                      | € 25,000               | € 175                   |
| Relating to purchase or sale of the insured boat or a trailer intended for this boat, excluding the purchase of a second-hand boat without a written guarantee from an authorised dealer.                                                                                                                         | Netherlands                                                   | € 25,000               | € 175                   |
| Directly relating to mooring at a permanent berth/jetty or winter storage of the insured boat.                                                                                                                                                                                                                    | Netherlands                                                   | € 25,000               | € 175                   |

**What am I insured for with legal assistance cover?**

- a. You will receive legal assistance from DAS. In most cases, the assistance will be provided by DAS's own legal specialists. Your legal specialist will:
- advise you about your rights and how to achieve the desired outcome;
  - negotiate with the counterparty to the dispute, with a view to seeking a solution that is acceptable to you;
  - defend you against claims made by the counterparty;
  - represent you in legal proceedings;
  - ensure that court rulings are enforced in practice.
- b. DAS may opt to engage a third-party expert, who will handle either the whole dispute or part of it for you. The expert could be a lawyer, another legal specialist or a specialist who can assess the cause or the extent of the damage. DAS may also involve doctors or mediators at its own expense.

**Note: Only DAS may engage an expert. You may not do this yourself.**

- c. DAS will also pay:
- the court fees;
  - the costs of experts that DAS engages to provide evidence or determine the cause or amount of the damage;
  - the costs of witnesses and experts called to appear in court;
  - the legal costs of the counterparty if the court has ruled that you must pay these costs;
  - your travel and subsistence expenses that DAS determines are necessary in a dispute before a non-Dutch court for which DAS is providing legal assistance;
  - the costs of bailiffs;
  - any expenses you incur if you want to enforce the court's decision, up to five years after the ruling is issued.
- d. Instead of providing legal assistance, DAS may pay you a certain amount. DAS will only do this in certain cases, namely if the cost of providing assistance would be higher than the amount you could receive from the counterparty. DAS will pay you the amount that you would have received from the counterparty.
- e. If you have suffered damage caused by another party and it is unlikely that you would receive compensation from them within three years, then DAS will compensate you

for up to € 1,000 for the damage. In that case it must be established that you are entitled to the compensation.

It must also be determined that there is no other way for you to obtain compensation for the damage.

- f. If a deposit is required for your release in a criminal case outside the Netherlands, then DAS can provide an advance of up to € 25,000. The case must be covered by this insurance. If a deposit is needed for authorities outside the Netherlands to release your property, then DAS can provide an advance of up to € 25,000. The case must be covered by this insurance. If you are subsequently reimbursed for the deposit, then you must pay it back to DAS immediately.

If you are not reimbursed for the deposit, then you must pay it back to DAS within one year.

**When am I entitled to receive legal assistance?**

- a. If you are involved in a dispute, you can ask DAS for legal assistance, as described in your insurance and in these policy terms and conditions. The dispute must involve you or a co-insured party.
- b. If you are not involved in a dispute but you do have legal questions about something that could develop into a dispute, then you can simply ask DAS for legal advice.
- c. If DAS is unsure about whether a dispute exists and, if so, what it concerns, then you must demonstrate the dispute by means of an expert's report. The report must contain the factual circumstances that have led to the potential dispute, the possible consequences thereof and who is responsible for those circumstances. DAS will pay the costs of this report if it turns out that a dispute does exist. You must be insured for the legal assistance provided by DAS for this dispute.
- d. If the dispute has arisen because of damage, then this must have occurred during the policy period of this insurance. If the dispute has been caused by something else, then the factual circumstances that have led to the dispute must have occurred during the policy period of this insurance. You must not have been able to expect that the factual circumstances would arise when you took out the insurance.
- e. You will only receive legal assistance from DAS if there is a reasonable chance that you are in the right. DAS will decide this.

If DAS decides that there is no reasonable chance that you are in the right and you disagree with this, then you may go through the dispute resolution procedure.

#### **Which countries am I insured in?**

The insurance overview specifies which disputes are insured and in which countries and territories you are entitled to receive assistance from DAS. The law of that country or territory must be applicable to the dispute and a court in that country or territory must be competent to hear your case.

#### **Waiting period: how long do I have to wait until I can receive assistance?**

There is no waiting period applicable.

What can I expect from this cover?

- a. DAS's in-house legal specialists will provide you with expert legal assistance.
- b. They do this in accordance with the DAS Code of Conduct for Legal Assistance. You can find the DAS Code of Conduct at [www.das.nl](http://www.das.nl).
- c. DAS is a member of the Dutch Association of Insurers (Verbond van Verzekeraars) and adheres to the Insurers' Code of Conduct (Gedragscode Verzekeraars). You can find this Code of Conduct at [www.verzekeraars.nl](http://www.verzekeraars.nl).
- d. DAS also adheres to the Legal Assistance Quality Code of the Dutch Association of Insurers (Kwaliteitscode Rechtsbijstand van het Verbond van Verzekeraars), which can be found at [www.das.nl](http://www.das.nl).
- e. DAS commits to responding within certain periods, which can be found at [www.das.nl](http://www.das.nl).

#### **What if a counterparty is also receiving legal assistance from DAS?**

- a. If a counterparty to your dispute is also receiving legal assistance from DAS, you are entitled to further assistance from a lawyer who is not employed by DAS. You may choose this lawyer yourself and the counterparty may also choose their own lawyer. Only DAS may engage a lawyer on your behalf. You may not engage a lawyer yourself.
- b. If the counterparty is one of the persons who is also insured under your policy, then DAS will only provide assistance to you as the policyholder. Typically, DAS will provide this assistance itself.
- c. If there is a dispute between the persons who are also insured under your policy, then DAS will only provide

assistance itself to one party. You may decide whom DAS provides assistance to. Typically, DAS will provide this assistance itself.

#### **By lawyer, we also mean another expert who is legally competent.**

Multiple people are involved in the same dispute as you. If there are multiple people involved in the dispute with the same interests as you, then you might wish to take collective action against the counterparty. DAS can then authorise you to engage a single expert together with the other parties. This expert will not be employed by DAS, but they will provide assistance to all parties on your side of the dispute. In such case, DAS will compensate you for your share of the total cost of engaging the expert. DAS will calculate this as the total cost divided by the number of persons whom the expert will assist.

#### **Obtaining assistance in multiple disputes**

You can request assistance from DAS for multiple disputes you are involved in. If these disputes are caused by the same incident, then DAS will treat these as a single dispute.

#### **Engaging a lawyer or other experts**

If DAS deems it necessary, it may engage an expert whom it does not employ, such as a legal assistance provider or a loss adjuster. This external expert can then provide the legal assistance to you, whether in whole or in part. Only DAS may engage an expert on your behalf. You may not do this yourself.

#### **Choosing a legal assistance provider yourself**

If you need legal or administrative proceedings to be conducted on your behalf, you may choose a legal assistance provider yourself. In many cases, the legal specialist provided by DAS can conduct the proceedings for you. But if you prefer, you may instead choose an external legal assistance provider, such as a lawyer.

If the counterparty to your dispute is also receiving legal assistance from DAS, you may choose an external legal assistance provider yourself. This is stipulated above under 'What if a counterparty is also receiving legal assistance from DAS?'

### Rules on engaging an external expert

- a. DAS will decide whether it is necessary to engage an external expert to handle your dispute.
- b. DAS will always consult you first before engaging an external expert.
- c. You may not engage an external expert yourself. DAS will always do this on your behalf. By concluding this insurance with us, you automatically consent to DAS engaging an external expert. You are not able to withdraw this consent.
- d. You may ask to hand your dispute over to another external expert at a later point, but DAS is not obliged to agree to this. DAS is also not obliged to engage more than one external expert in the same dispute.
- e. If we engage an expert who is not employed by DAS, then DAS's role will be limited to paying the costs of the expert, pursuant to the terms and conditions of this insurance policy. DAS will not be involved in handling the dispute itself. DAS is not liable for any errors made by the external expert.
- f. If you require representation by a lawyer in a case before a Dutch court, the lawyer must be registered in the Netherlands or have an office in the Netherlands.
- g. If the case has been brought before a court outside the Netherlands, then the lawyer must be registered in that country.

### What costs does DAS compensate for?

- a. Internal costs, i.e. the costs of providing a legal expert employed by DAS up to an unlimited amount. We will also cover the costs of providing an expert employed by DAS to represent you in legal or administrative proceedings.
- b. External costs, i.e. all other costs that are required to provide legal assistance in your dispute. DAS will only pay costs that are reasonable and necessary. DAS will never pay more than the maximum amount that has been agreed with you; this is called the maximum external costs. This amount can be found in the insurance overview for this insurance module under 'What disputes will I receive legal assistance for?'

The following applies to external costs:

- We will only pay the costs of engaging external experts who are not employed by DAS if DAS has engaged the expert. If you have engaged the expert yourself, DAS will not reimburse the costs incurred.

- For some proceedings, the maximum external costs apply to each set of proceedings. This is the case if the legal or administrative proceedings do not require legal representation but an external legal assistance provider is engaged at your request. As part of these maximum external costs, DAS will pay the costs of engaging an external legal assistance provider to handle the case (fees including office fees and other costs) in these proceedings, up to €7,500, including VAT per set of proceedings. If you are able to offset VAT, then DAS will not compensate for that amount. If DAS has already compensated for VAT, then you must pay that amount back to DAS.
  - DAS will also pay the costs of an independent professional conflict mediator, engaged by DAS itself. DAS is not obliged to reimburse the counterparty's share of the costs.
  - DAS will pay only in so far as the costs of external experts are reasonable and absolutely necessary to further handle the case.
  - DAS will only pay the court fees if a legal specialist employed by DAS or an external expert whom we have engaged is representing you in the proceedings. DAS will pay the necessary costs of witnesses and experts who are summoned by the court, but only if the court has ordered these costs to be paid by our side.
  - DAS will only compensate for travel and subsistence costs if you incur those costs because you have to appear before a court outside of the Netherlands. We will do this only if your legal assistance provider believes your appearance before that court would be beneficial. You must have discussed this with DAS and obtained consent from us beforehand.
  - DAS will also cover the legal costs that the court has ordered you to pay and the costs of enforcing a court decision.
- c. If DAS incurs any costs in providing assistance and you can recover such costs from another party or insurer, then DAS will provide an advance for these costs. You must repay these costs to DAS as soon as you are reimbursed for them. This also applies to legal costs that you are reimbursed following a final judgment as well as to extra-judicial costs, including the costs of recovery. If you are able to offset VAT, then DAS will not compensate for that amount. If DAS has already compensated for VAT, then

you must pay that amount back to DAS.

- d. Certain legal assistance costs can sometimes be recovered from another party. This means that party must bear the costs. If that is the case, then DAS may recover these costs on your behalf. DAS may retain any such costs that it recovers.

#### **When do I need to pay a deductible?**

You must pay a deductible if you want DAS to engage an external legal assistance provider to represent you in legal or administrative proceedings.

This does not apply if we are required by law to engage a lawyer to represent you in the proceedings (mandatory legal representation).

However, if mandatory legal representation does not apply, you may choose whether you are represented in the proceedings by:

- a legal specialist employed by DAS; or
- an external legal assistance provider that you have chosen, such as a lawyer or another legally-competent expert.

If you opt for an external legal assistance provider, then you must pay a deductible of € 250 to DAS. DAS will only engage the external legal assistance provider that you have chosen if DAS has received the deductible from you.

#### **What does DAS expect from you?**

- a. If you wish to receive legal assistance provided under this insurance, then you need to tell us about the dispute as soon as possible. This will allow us to help you as best as we can and prevent the dispute from developing further or becoming more complicated.
- b. You also need to give DAS the chance to settle the dispute with the counterparty without the need for legal action. You must provide all reasonable cooperation in this process.
- c. We also expect you to fully cooperate with DAS and with any external expert whom we have engaged for you. This means that you must:
  - clearly describe the dispute and what you hope to achieve;
  - provide all information and documents of interest to the case. The information you provide must be accurate;

- allow DAS to receive information about your case from an external expert, such as a lawyer and doctor;
- demonstrate the extent of the dispute and your interests in it (financial or otherwise), if requested;
- cooperate with a request to appear as a civil party in a criminal case;
- cooperate to recover the costs of legal assistance from another party;
- act properly towards the counterparty, employees of DAS and other parties engaged by DAS;
- not act in any way that is or could be detrimental to the legal assistance or the interests of DAS. You may not, for example, do anything that unnecessarily increases the efforts or costs required from DAS in your dispute.

#### **Dispute resolution procedure: what if I disagree with the DAS legal specialist?**

- a. You and your legal specialist may disagree on whether your case is viable or about the way that your case is being handled. If this happens, you must discuss the difference of opinion with your legal specialist. If you still don't agree, you can go through the DAS dispute resolution procedure.
- b. If you choose to initiate the dispute resolution procedure, this means an external lawyer will look at the legal method that your specialist has used to handle your case. The lawyer will then provide an independent assessment on how your dispute should be handled further. You may choose this lawyer yourself, but DAS will always engage the lawyer on your behalf. This means that you may not engage a lawyer yourself to obtain an independent assessment. DAS will pay the costs of the lawyer once DAS has engaged them. These costs do not count towards the maximum compensation amount that DAS will cover for the dispute.
- c. The lawyer will only issue an opinion; they will not take on your case. DAS will act in line with the opinion issued by the lawyer. DAS is not obliged to hand the case over to an external expert after the lawyer has issued their opinion.
- d. If, following the dispute resolution procedure, you did not agree with the lawyer's opinion and you arranged for other representation at your own expense, then DAS will reimburse these costs. This only applies, however, if you

are found to be in the right in the dispute. Your dispute must be handled by a lawyer. DAS will only pay costs that are reasonable and necessary.

- e. DAS may decide to engage an external lawyer to handle your case. This may not be the lawyer who issued the independent opinion or anyone who works at their firm.
- f. If you have a difference of opinion with a lawyer or other expert who is not employed by DAS, then the dispute resolution procedure is not available.

#### **If you believe misconduct has been committed in handling your dispute**

- a. If you think that your legal specialist has not acted properly in handling your case and this leads to damage, then you can inform DAS management in writing. Our management team will then investigate and write back to you.
- b. DAS is insured for professional misconduct by legal specialists who are employed by DAS. Please speak to your legal specialist for more information about this insurance. If it appears that a DAS legal specialist has committed misconduct, then DAS will compensate you for the damage you have suffered. The maximum amount of compensation you will receive is the amount that the insurance pays to DAS, plus our deductible.
- c. DAS is not liable for professional misconduct committed by legal specialists who are not employed by DAS.

#### **What does my boat insurance not cover?**

Not everything is insured. This section explains what damage is not covered. There are also cases where damage is not insured under specific cover, which is also explained in this section.

##### **General**

Your insurance does not cover damage caused by or arising from:

- a. nuclear reactions;
- b. wilful damage;
- c. deliberate act or consent;
- d. recklessness;
- e. evident negligence;
- f. other or unauthorised use;
- g. seizure;
- h. operating a boat under the influence;
- i. hire;

- j. transporting passengers for payment;
- k. providing crew for payment;
- l. named hurricane.

##### **Liability**

With liability cover, you are not covered for damage to:

- a. your own boat;
- b. items aboard your own boat.

##### **Limited comprehensive and full comprehensive cover**

With limited comprehensive and full comprehensive cover, you are not covered for damage caused by:

- a. an inherent defect that you know about or could have known about;
- b. wear and tear, except if this results in fire, explosion or a collision, in which case we will pay compensation for the damage;
- c. gradually-developing conditions, i.e. damage consisting of or resulting from the gradual effect of moisture, air or pollution in the air, ground or water. If the effect of air, ground or water pollution arose suddenly, then we will pay compensation for the damage;
- d. metal decomposition or deterioration due to galvanic corrosion or electrolysis;
- e. peeling of non-adhesive filler/primer or protective coats;
- f. delamination.

##### **Passenger accident cover**

With passenger accident cover, you are not covered for:

- a. any accidents that occurred while you were committing or attempting to commit a crime, whether alone or with others. Neither will we pay any compensation if the accident is otherwise related to a crime;
- b. pain or suffering and the effects thereof;
- c. psychological conditions and the consequences thereof, except for the result of medically-established brain tissue damage that is caused by the accident, in which case we will pay compensation.

##### **Legal assistance cover**

With legal assistance cover, you will not receive assistance in the following cases:

- a. The damage occurred or the circumstances that led to your dispute occurred before this insurance commenced.
- b. You could have prevented the dispute at no disadvantage to yourself, but consciously chose not to.

- c. You intentionally caused a dispute in order to gain an advantage that you would not have otherwise had.
- d. You are involved in a criminal case because you intentionally broke the law or are accused of intentionally committing a crime.
- e. The dispute concerns the way that the boat was operated, such as hiring the boat out, transporting passengers for payment or carrying cargo.
- f. The dispute has arisen because you transferred your obligations to someone else or assumed the obligations of someone else.
- g. You act in contravention of general government laws or regulations that apply to each and every citizen.
- h. You are in a dispute with DAS about the way that legal assistance is being provided.
- i. You fail to comply with your obligations under the terms and conditions, DAS may terminate the assistance provided. This applies if you fail to cooperate fully with the legal specialist employed by DAS or provide incorrect information to DAS, for example.
- j. DAS may terminate the assistance if you harm DAS's interests.
- k. DAS believes that there is no longer a reasonable chance that you are in the right; DAS may terminate the assistance provided.
- l. The dispute relates to an amount that is lower than the minimum disputed amount. The insurance overview for legal assistance cover specifies when a minimum disputed amount applies and what that amount is, under 'What does my boat insurance cover?'

## What happens in the event of a claim and what do you pay out?

### 1. What do you do when I inform you of any damage?

If you report any damage to us, we will determine what has happened and how much the damage amounts to. We will do this, for example, by looking at the details on the claim form, information that you and the counterparty (if any) provide to us and statements made by witnesses, if applicable. You must give us the information we need.

If the counterparty is liable and you are insured for the damage, then we will seek to claim the damage from the counterparty or their insurer. If you are not insured for the damage, then you must try to claim for the damage yourself.

If you have legal assistance cover, then you can report the damage to DAS and we will try to claim it for you.

If you are liable for the damage, then we will contact the counterparty or their insurer to settle the damage.

### How do you determine the amount of damage?

- a. We will determine the loss amount in consultation with you. If we engage a loss adjuster to help determine the loss amount, then we will go on their opinion.
- b. If you don't agree with the loss amount determined by the loss adjuster or their conclusion of the circumstances that led to the damage, then you may engage a second loss adjuster. You must cover the costs of the second loss adjuster yourself. Both loss adjusters will determine the amount of damage. A third loss adjuster will be appointed beforehand, whose costs we will cover. If the first two loss adjusters fail to agree on the loss amount, then the third loss adjuster will determine the amount, which will be between the two amounts determined by the first two loss adjusters. The third loss adjuster's decision is final. Neither you nor DAS may contest this. All loss adjusters must comply with the Dutch Association of Insurers (Verbond van Verzekeraars, [www.verzekeraars.nl](http://www.verzekeraars.nl)) 'Loss Adjuster's Code of Conduct' (Gedragscode Expertiseorganisaties).
- c. If we have the loss amount determined, this is not to be construed as an admission that we are liable to pay compensation to you for the damage.

### 2. When will I receive my compensation for damage?

We will determine whether you are liable for the damage by law.

If you are liable for damage by law and that damage is covered by this insurance, then we will pay compensation for the damage to the injured party.

How do you determine whether the damage is insured?

To determine whether your damage is insured, we use the information we receive. We also look at your policy terms and conditions. If a criminal offence has been committed, such as theft, burglary or vandalism, report this immediately to the local police. Also send us proof that you have reported it to the police.

### 3. How do you determine the extent of the damage?

#### Liability

In determining the amount of compensation, we rely on what the law says. That means we take any fault of the counterparty into account.

#### Limited comprehensive and full comprehensive cover

##### General

- a. If the damage can be repaired, then the extent of the damage is equal to the repair costs. This does not apply if the costs to repair your boat are greater than the difference between the current market value immediately before and after the incident
- b. If this is the case or it isn't possible to repair the boat, then your boat will be declared a write-off. The extent of the damage will then be equal to the difference between these two values.
- c. If the damage can be repaired but you decide against this or your boat is stolen, then we will process the damage as if your boat is declared a write-off. The extent of the damage will then be equal to the difference between the current market value immediately before and after the incident.
- d. If your boat is declared a write-off within three years of purchasing it from a recognized water sports company or yacht broker registered with the Chamber of Commerce, then the extent of the damage is equal to the current market value or the purchase value as indicated on the original purchase invoice. This is called a value guarantee.

#### Replacing boat parts

If you need to replace parts in order to repair your boat, then the extent of the damage is equal to the repair costs. This does not apply to:

- a. sails, tarpaulin, spray hoods and other similar parts;
- b. outboard motors that are older than three years at the time of damage;
- c. parts that were already damaged by wear and other gradually-developing conditions before the incident.

In such cases, we will not pay compensation for the reduced value due to wear and tear.

#### Transfer of ownership in the event of theft

If your boat is stolen and you are insured for this, then we have 30 days to attempt to recover it, or to delegate this responsibility. This waiting period begins as soon as you have reported the theft to the police and to us.

#### You are entitled to compensation:

- a. 30 days after you reported the damage to us, and neither we nor you knew or could have known that your boat would be recovered in this period, and;
- b. once we have received all the information we need from you to determine the damage and your entitlement to compensation;
- c. once you have transferred the ownership of your boat to us.

#### Nautical equipment

##### New value scheme

The extent of the damage is the difference between the new value of the nautical equipment immediately before the incident and the current market value immediately after the incident.

##### Current market value scheme

The current market value is calculated by taking the new value and deducting an amount for depreciation due to age and/or wear and tear. We will compensate you for the current market value if this is less than 40% of the new value.

##### If the damage can be repaired

If the damage can be repaired and the repair costs are lower than the difference in value immediately before and after the incident, then the extent of the damage is equal to the repair costs.

#### Contents

##### New value scheme

The extent of the damage is the difference between the new value of the belongings immediately before the incident and the current market value immediately after the incident.

##### Current market value scheme

Under certain conditions, we will pay compensation equal to the current market value. The current market value is calculated by taking the new value and deducting an amount for depreciation due to age and/or wear.

We will compensate for the current market value if:

- a. the current market value is less than 40% of the new value;
- b. the belongings were not used for the purpose for which they were intended;
- c. the belongings are antiques;
- d. the belongings are rare items of value.

#### **If the damage can be repaired**

If the damage can be repaired and the repair costs are lower than the difference in value immediately before and after the incident, then the extent of the damage is equal to the repair costs.

#### **Propulsion systems and generators**

The extent of the damage is the difference between the current market value of the propulsion system and generators immediately before the incident and the current market value immediately after the incident.

#### **If the damage can be repaired**

If the damage can be repaired and the repair costs are lower than the difference in value immediately before and after the incident, then the extent of the damage is equal to the repair costs. If a damaged part was already reduced in value due to wear and tear and it is replaced by a new part, then we will not pay compensation for the reduced value due to wear and tear.

#### **If the damage cannot be repaired**

If the damage cannot be repaired, the extent of the damage is the difference between the current market value of the propulsion system and generators immediately before the incident and the residual value immediately after the incident.

#### **Trailer**

The extent of the damage is the difference between the current market value of the trailer immediately before and after the incident.

#### **If the damage can be repaired**

If the damage can be repaired and the repair costs are lower than the difference in value immediately before and after the incident, then the extent of the damage is equal to the repair costs.

#### **Passenger accident cover**

How do you determine the degree of permanent disability?

The degree of permanent disability is determined through a medical examination carried out in the Netherlands. A doctor will determine the percentage of loss of function that the injury has caused, based on the criteria in the latest edition of the 'Guides to the Evaluation of Permanent Impairment' by the American Medical Association (AMA). If necessary, the doctor will also refer to the guidelines of Dutch specialist associations. The doctor will not take your job into account when determining the percentage of loss of function.

- a. Are artificial aids or devices required after the accident taken into account when determining the degree of permanent disability?
  - External  
Artificial aids or devices that are attached to the outside of your body or that you can wear will not be taken into account when determining the degree of permanent disability.
  - Internal  
Artificial aids or devices that are attached to the inside of your body will be taken into account when determining the degree of permanent disability.
- b. Are existing illnesses, conditions or disabilities taken into account when determining the degree of permanent disability?
  - If you already had an illness, condition or disability before the accident and that has been exacerbated by the accident, then we will look at what the consequences of the accident would have been if you did not already have an illness, condition or disability before the accident. This restriction does not apply if your illness, condition or disability was caused by a previous accident covered under this insurance and we have already paid or will pay compensation.
  - If you already had an illness or condition before the accident that has been exacerbated by the accident, then you will not receive any compensation.
  - If you already had loss of function in the same body part or organ affected by the accident, then we will adjust the permanent disability benefit accordingly.

#### **When do you determine the degree of permanent disability?**

- a. If a doctor determines that your physical condition will not change anymore, then we will determine the degree of permanent disability.

- b. If, three years after the accident, a doctor expects that your physical condition may still change, then we will determine the degree of permanent disability based on your physical condition at that time.

We may come to another agreement with you instead.

#### 4. How do you calculate the amount of compensation?

##### General

We will use the extent of the damage as a basis for determining the amount of compensation. The insured sum and maximum amount of compensation can be found on your policy schedule and in these terms and conditions.

We will never pay out more than the insured sum or maximum amount of compensation.

If you are able to offset VAT, then we will deduct this amount from the compensation. If your boat is declared a write-off, we will deduct the residual value from the amount of compensation. However, we will not compensate you for more than the amount that it would cost to repair it. If a deductible applies, we will deduct this from the amount of compensation and pay you the remaining amount.

##### If your boat isn't repaired properly

If the damage can be repaired but it has not been repaired properly or at all, then we will wait to pay compensation until the damage has been repaired.

##### If the damage isn't repaired within one year

If the damage to your boat or insured trailer is not repaired within one year of the incident and you have not made any other arrangement with us, then we will pay half of the amount of compensation.

##### If you buy a new boat after a write-off

If you buy a new boat after a write-off and the purchase price of the new boat is higher than the amount of compensation, then we will pay up to an additional 10% of the current market value of your boat immediately before the incident. The total amount of compensation will never be more than 110% of the insured sum. You must provide proof of the purchase and the purchase price.

##### How much is the deductible?

The deductible amount is stated on your policy schedule.

##### Lower deductible

If you have not suffered any damage for several years before the incident, then your deductible will be reduced by 20% for each claim-free policy year.

This is subject to the following conditions:

- The deductible can be reduced by no more than € 1,250; and
- The deductible may not be any lower than € 100.

##### No deductible for dinghy

The dinghy must:

- be transported on or towed by the insured boat, and may be equipped with a sail rig; and
- not have a maximum speed exceeding 20 kilometres per hour; and
- not be longer than the maximum width of the insured boat.

If so, the deductible does not apply.

##### Contents

For certain types of belongings, we will pay a maximum amount of compensation per incident

These are:

- special sports equipment, e.g. sports fishing rods, water skis, diving equipment and wetsuits. We will compensate you for up to € 1,500 per incident;
- items intended for activities other than sailing, e.g. golf equipment and bikes. We will compensate you for up to € 1,500 per incident.

If your policy schedule states that a deductible applies, then the deductible does not apply to claims for these types of belongings.

##### Passenger accident cover

##### How do you determine the permanent disability benefit?

We determine the percentage of benefit based on the loss of function as determined by the doctor. We do this by referring to the table of permanent disability benefit percentages.

- Total loss of function

If there is a total loss of function affecting one or more body parts or organs listed in the table, then you will receive that percentage of the amount of permanent disability benefit that you are insured for. The total insured sum is stated on your policy schedule.

b. Partial loss of function

If there is a partial loss of function affecting one or more body parts or organs listed in the table, then you will receive a proportion of the benefit that you would have received for total loss of function.

c. Other injuries

If the injury you have suffered is not listed in the table, then the doctor will determine the percentage of loss of function to your entire body caused by the injury. You will then receive that percentage of the amount of permanent disability benefit that you are insured for. The insured sum is stated on your policy schedule.

**Table of permanent disability benefit percentages**

| Total loss of function of:                                                                                                        | percentage |
|-----------------------------------------------------------------------------------------------------------------------------------|------------|
| The sight in both eyes                                                                                                            | 100        |
| The sight in one eye                                                                                                              | 30         |
| The sight in one eye, if we have already paid compensation for the loss of sight of your other eye based on this insurance policy | 70         |
| The hearing of both ears                                                                                                          | 60         |
| Hearing of one ear                                                                                                                | 30         |
| Arm                                                                                                                               | 75         |
| All fingers on the same hand                                                                                                      | 65         |
| Thumb                                                                                                                             | 25         |
| Index finger                                                                                                                      | 15         |
| Middle finger                                                                                                                     | 12         |
| Ring finger                                                                                                                       | 10         |
| Little finger                                                                                                                     | 10         |
| Leg                                                                                                                               | 70         |
| Big toe                                                                                                                           | 10         |
| Other toe                                                                                                                         | 5          |
| Spleen                                                                                                                            | 5          |
| Kidney                                                                                                                            | 15         |
| Lung                                                                                                                              | 25         |
| Sense of taste and/or smell                                                                                                       | 5          |
| Ability to speak                                                                                                                  | 50         |
| All teeth whereby dentures cannot be fitted, milk teeth and dentures excluded                                                     | 20         |
| All teeth whereby dentures can be fitted, milk teeth and dentures excluded                                                        | 5          |
| The cervical vertebrae due to whiplash syndrome                                                                                   | 5          |

**How do you determine the death benefit?**

In the event of death, we will determine the benefit based on the insured sum for death. This amount is stated on your policy schedule.

**How do you pay the benefit?**

a. Whom we pay to the benefit to

- Permanent disability

If you suffer a permanent disability, we will pay the benefit to you, unless you have named someone else. That person is called your 'beneficiary'. If you die before we can pay the permanent disability benefit to you, then we will also pay the benefit to your beneficiary or their heirs.

- Death

If you die, we will pay the benefit to your beneficiary or their heirs.

We will never pay a benefit to any public authority in the Netherlands.

b. We will pay up to the insured sum for permanent disability.

We will not pay more than the insured sum for permanent disability during the policy period of this insurance.

c. We will also pay interest if the permanent disability is determined at a later point.

If the degree of permanent disability is not determined within six months after the accident, then you will start to build up statutory interest on the benefit amount from that point on. We will pay the interest at the same time as the benefit. The Dutch government determines the rate of statutory interest every six months. For more information about statutory interest, please visit the government's website at [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

**5. What other costs will you pay compensation for?**

If the damage is insured, we will reimburse the following costs:

**Costs to prevent or mitigate damage**

We will pay for the costs of measures that are reasonably necessary to prevent damage that is likely to occur or to mitigate damage that you have already suffered. It must be clear that there is an imminent danger. You must also be insured for the damage that would have occurred or been exacerbated if you had not taken the measures to prevent or mitigate it. We will reimburse the costs of rectifying the cause of the damage. We will never compensate for more than the

insured sum or the maximum amount of compensation.

#### **Costs of rescuing and salvaging your boat**

We will compensate for the costs of rescuing and salvaging your boat and any belongings, provided that these costs are reasonably required to prevent damage that is likely to occur or mitigate damage that you have already suffered. You must be insured for the damage that would have occurred or been exacerbated if you had not taken the measures to prevent or mitigate it. We will only reimburse these costs if we have given our prior consent. If we did not give our prior consent, we may decide to only reimburse part of these costs.

#### **Costs of cleaning up and raising the wreck**

If you are required by law or regulations to bear the costs of cleaning up or raising the wreck of your boat or if we decide to do this in consultation with you, then we will reimburse these costs.

#### **Costs of transport and supervision**

If your boat suffers damage in an insured incident and the boat cannot reach a nearby repairer on its own, then we will reimburse the costs of transport and supervision that are necessary.

#### **Cost of hiring a replacement boat**

If your boat is damaged in an insured incident and it cannot be repaired, provisionally or otherwise, in your location within two days, then we will reimburse the following costs:

- hiring an equivalent replacement boat; or
- staying in a hotel or similar accommodation, if the boat was being used as holiday accommodation at the time of the incident.

We will compensate you for up to € 500 per day and € 5,000 per incident.

#### **Costs of repatriating the boat and/or boat trailer**

We will compensate for the costs of transporting your boat and boat trailer to your permanent berth. We will only compensate you if:

- damage caused in an insured incident cannot be repaired within a reasonable time at your location;
- damage caused in an insured incident means your boat can no longer be used as a means of transport or as accommodation;

- the means of transport or boat trailer is so damaged that it cannot be repaired within five days;
- the captain/operator of your boat has fallen ill or been involved in an accident, such that they cannot operate the boat and will not recover within a reasonable period of time. And there is no one else among your travelling companions who can operate your boat.

If you have not used a permanent berth within twelve months before the incident, then we will determine whether to compensate you for the full or partial costs of transport to a berth chosen by you.

#### **Costs of repatriating passengers**

If the boat is being used as holiday accommodation or as a means of transport to and/or from a holiday destination, and your boat can no longer be used due to an insured incident, and an emergency repair cannot be carried out in your location within a reasonable period of time, then we will reimburse you for the costs of transporting you and your passengers to a location in the Netherlands, Belgium or Germany chosen by you. This is subject to the following conditions:

- The incident occurred in a country other than the country of repatriation.
- Repatriation is to the Netherlands, Belgium or Germany.
- The boat would have returned to a berth, permanent or otherwise, in the Netherlands, Belgium or Germany at the end of the holiday travel.
- We will determine in advance whether repatriation is necessary and how this will be done, in consultation with you.

We will compensate you for up to € 2,500 per incident.

#### **Arranging for money to be transferred or loaned**

If you are short of cash due to an insured incident, then we will help to arrange a transfer of a sufficient amount of money to you. We will cover the costs of transferring the money. If we are unable to arrange this, then we will provide a loan. We will only arrange a transfer or loan if we are sufficiently satisfied that you will pay the money back. You must transfer the money back to us as soon as possible, but no later than within two months.

We will loan you up to € 5,000 per incident.

**Arranging for parts to be sent**

If your boat is damaged in an insured incident and you need parts to repair it in your location, then we can arrange for these parts to be sent to you. We will only do this if the parts are not readily available in your location. You must pay the costs of the parts themselves. We will cover the costs of shipping and any customs duties.

**Accident or illness**

If you suddenly fall ill or are involved in an accident while using your boat and you need to receive urgent medical attention, then we will reimburse the costs of transport. We will compensate you for up to € 2,500 per incident. If you are covered for the damage under another insurance policy or scheme, then we will only reimburse the costs that are not covered by that insurance policy or scheme.

**How does the no-claims discount work?**

**How do you determine my premium?**

When you take out this insurance, we will determine whether you qualify for a no-claims discount.

We look at whether your insurance directly relates to any previous insurance and whether you claimed for damage. The number of years without a claim for damage will be converted into a percentage (see table below).

Each time you renew after a policy year, we will determine what discount you will receive for the new policy year. This

**No-claims discount**

| No. of claim-free years | Discount | Discount in next policy year |                  |
|-------------------------|----------|------------------------------|------------------|
|                         |          | After one claim              | After two claims |
| 6 or more               | 35%      | 25%                          | 0%               |
| 5                       | 30%      | 20%                          | 0%               |
| 4                       | 25%      | 15%                          | 0%               |
| 3                       | 20%      | 10%                          | 0%               |
| 2                       | 15%      | 0%                           | 0%               |
| 1                       | 10%      | 0%                           | 0%               |

depends on whether you claimed for damage in the previous policy year.

**If we have not paid compensation for damage**

If we have not paid any compensation for damage in a policy year and we don't expect to do so, then you will receive a larger discount in the new policy year, provided that the maximum discount has not yet been reached (see table below).

**If we have paid compensation for damage**

If we have paid compensation for damage in a policy year or we expect to do so, then you will receive a smaller discount. This will take effect from the policy year following the policy year in which the damage arose. The discount amount depends on the number of claims you have made (see table below).

If you claimed for damage in a policy year and we did not pay any compensation for damage in the three previous years, then the discount will remain unchanged.

If you make a second claim for damage in the same policy year, then you will receive a smaller discount. You will then receive the same discount as if you only made one claim for damage.

Your policy schedule states the discount you are entitled to and the premium you have to pay.

### When a claim doesn't affect your no-claims discount

There are occasions when a claim for damage will not affect your no-claim discount:

- a. We do not pay any compensation for the damage and we don't expect to do so.
- b. We have paid compensation for the damage but we have recovered the amount from another party.
- c. We cannot recover any of the compensation or we can only recover part of it, because we have a claim settlement agreement with another insurance company, or if we have paid compensation for that reason alone.
- d. We have only paid compensation for an insured dinghy.
- e. We have only paid compensation for contents on board an open sailing boat or sloop.

### What are my obligations?

If you have suffered damage, then you have certain obligations. It is important that you fulfil these. If you fail to do so and our interests are harmed as a result, then we may decide not to compensate you at all or to compensate you for only a part of the damage.

#### What are my obligations in the event of a claim?

- a. Make every effort to limit the damage as much as possible.
- b. Tell us about the damage as quickly as possible.
- c. If a criminal offence has been committed, such as theft, burglary or vandalism, report this to the local police immediately.
- d. Allow us to investigate the damage. We may engage one or more loss adjusters. You must provide them with the information that they ask for. Retain any supporting documentation relating to the damage, such as receipts.

We may ask to see this later.

- e. Please cooperate with us fully in the following cases:
  - We are held liable for damage in which your boat is or may be involved.
  - We want to recover the compensation paid to you from another party. In such case, you must transfer your rights towards that party over to us, by signing a deed, for example.
  - You lose your boat in an incident that is covered for theft (e.g. your boat is stolen). You are then obliged to transfer ownership of your boat to us.
- f. If we ask you to provide a signed, written statement about the damage, then you must do this within a

reasonable period of time. You must mention how the damage has occurred and what the financial amount comes to. If we ask you to provide certain documents, then you must send us these.

- g. If you receive any letters, liability claims or summons, please send these to us immediately so that we can take the necessary action.
- h. If you know of any other insurance policies, laws or schemes that would insure or reimburse the damage, then you must tell us what these are.
- i. You must follow any instructions issued by us or by people we engage, such as loss adjusters.

### When does my insurance begin and end?

#### Contract term

You are insured for the contract term. This period is stated on your policy schedule.

#### Cooling-off period

If you have received your policy schedule for the first time, then you have 14 days to decide whether you wish to continue with the insurance. If you decide you no longer wish to be insured, then you can terminate the insurance. In such case, the insurance will not have taken effect. You will not need to pay any premium or costs.

Under what circumstances can I terminate the insurance?

You can terminate the insurance in one of the following instances:

- a. On the last date of the initial contract term.
- b. After the initial contract term. You may then cancel the insurance policy at any time by giving us one month's notice.
- c. We change the premium and/or the terms and conditions, unless this is due to a change in the law or following a legal ruling.
- d. You claimed for damage. You may terminate your insurance up to one month after we have settled your claim.
- e. As soon as you or your business moves out of the Netherlands.
- f. You or your surviving dependants no longer have an interest in your boat. For example, you sell your boat, your boat is declared a write-off or your boat is stolen.

§In all cases, you are insured up to and including the date when your insurance is terminated.

### **Under what circumstances can you terminate the insurance?**

We can terminate the insurance in one of the following instances:

- a. On the last date of the contract term, by giving you two months' notice.
- b. As soon as you or your business moves out of a Member State of the European Union.
- c. You or your surviving dependants no longer have an interest in your boat. For example, you sell your boat, your boat is declared a write-off or your boat is stolen.
- d. We have not received the premium by the specified deadline or you refuse to pay the premium.
- e. In the case of fraud.
- f. If we consider, in all reasonableness, that the risk to us is too great or unacceptably high. The number of claims you have made may influence this decision.
- g. After you claim for damage. We may terminate your insurance up to one month after we have settled your claim, by giving you two months' notice.
- h. You have failed to provide complete and accurate information when you concluded this insurance. This applies if you deliberately tried to deceive us or if we would not have agreed to provide the insurance if you had given us the correct information. We may terminate your insurance within two months of discovering this behaviour.
- i. The damage is not insured because you were operating a boat under the influence at the time of the damage.
- j. Your new permanent berth is located outside of the Netherlands, Belgium or Germany and we consider, in all reasonableness, that the risk to us is too great or unacceptably high.

In cases a to c, you are insured up to and including the date when your insurance is terminated. In cases d to j, you are insured up to the date before the date when we terminate your insurance.

### **What other agreements apply?**

Your insurance policy is governed by the laws of the Netherlands. In these terms and conditions, 'damage' also means costs, assistance, legal assistance or any other disbursement.

### **What if other insurance policies, laws or schemes provide cover?**

If you are covered for damage under another insurance policy, law or scheme that would have covered the damage if this insurance policy were not in force, then we will only pay compensation for the damage that is not covered by that insurance policy, law or scheme. We will only compensate you for damage if the amount is higher than your deductible under this policy.

This provision does not apply to passenger accident cover.

### **What cover is provided in the case of terrorism?**

You can 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, paragraph 3.1.3 Terrorism.

### **How do national and international laws and regulations affect the cover?**

If any laws or regulations prevent us from insuring you from a certain date, then the insurance will not be valid from that date. If any laws or regulations prevent us from paying compensation for damage from a certain date, then we will not pay any compensation to you from that date. If any laws or regulations prevent us from paying compensation to a specific third party from a certain date, then we will not pay any compensation to the third party from that date. 'Laws and regulations' also mean all national and international legislation and sanctions.

### **When can the premium or terms and conditions be amended?**

We may need to change the premium and/or terms and conditions of your insurance, e.g. due to an increase in the premium or reduction in the compensation amount across all insurance policies of the same kind. We may amend the premium and/or the terms and conditions when you renew or at any point during the policy year. If we do that, we will send you a letter or email in advance.

### **Adjustment when you renew your insurance**

When you renew your insurance, we may adjust the premium and/or terms and conditions. The changes will take effect on the first day of the new contract term.

### **Adjustment during the insurance term**

- a. It is in everyone's interest that we are able to continue fulfilling our obligations under this insurance in the future. In certain cases, we may need to adjust the premium and/or terms and conditions during the term of this insurance for all of our policyholders. Sometimes, this cannot wait until the insurance policy is due for renewal. This could be because it would otherwise have very serious financial consequences for us or because there has been a change in legislation. These are situations that are unforeseen. We make every attempt to keep changes to the premium and/or the terms and conditions to a minimum.
- b. We may also adjust your premium and/or terms and conditions during the term of your insurance. We will do this if you make a high number of claims for damage or if the risks that you incur change.
- c. If we adjust your premium and/or terms and conditions during the term of your insurance, we will write to you by letter or email beforehand and explain what will change, when and why.

### **If you don't agree with the changes**

If you don't agree with the changes, then you can terminate the insurance. You can do this by sending us a letter or email to inform us that you wish to terminate the insurance. You must do this within 30 days after the date when the changes would take effect. Your insurance will then be terminated on that date. If you don't send us a letter or email within 30 days, then the changes will take effect.

### **When you can't terminate your insurance if there is a change**

If we need to adjust your premium and/or the terms and conditions due to a change in the law or following a legal ruling, then you are not entitled to terminate the insurance.

When your rights under the insurance become time-barred or void If you wish to claim for compensation for damage, then it is important that you do so within the specified period. Otherwise, your rights may become time-barred or lapse because you failed to fulfil your obligations. This also applies if you commit fraud.

### **When your rights become time-barred**

Your right to claim compensation for damage lapses three years after:

- a. the damage arises. This is the point when you became aware or should have become aware of the damage. You must inform us of the damage within the specified period.
- b. we reject your request in a letter or email.

### **When your rights become void**

Your right to claim compensation for damage becomes void immediately if:

- a. you commit fraud, unless voiding your rights would be disproportionate to the type of fraud committed.
- b. you fail to fulfil your obligations under the insurance (whether you claim for damage or not), but only if we have been disadvantaged as a result.

### **Legal assistance cover**

If the legal assistance cover is terminated, you can no longer derive any rights from this. This does not apply if the dispute:

- a. arises before the date when legal assistance cover ends; and
- b. is reported to DAS within one year after the dispute has arisen.

If this insurance policy or the legal assistance cover is terminated while DAS is providing assistance for a dispute, then DAS will continue to provide that assistance.

### **What happens if I don't pay my premium?**

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#### **aying your premium in advance**

You must pay the premium in advance by the premium due date, which can be found on the giro form or the invoice.

#### **If you fail to pay your first premium**

If you take out insurance with us, you must ensure we receive your premium within 30 days of the date stated on the policy schedule. If we don't receive the premium by this time, you will not be covered and you will not be able to derive any rights from the commencement date of the insurance. We are not obliged to send you a payment reminder.

#### **If you fail to pay subsequent premiums**

Our obligations will be suspended in the following cases. This also applies if we extend the insurance.

#### **If you fail to pay on time**

If you fail to pay your second or any subsequent premium, we

will send you a payment reminder. If you still fail to pay, then you will not be covered for any incidents that occur from the 15th day after we sent the reminder.

#### **If you refuse to pay**

If you refuse to pay your second or any subsequent premium, then you will not be covered for any incidents that occur from the premium due date.

#### **If we terminate your insurance**

If you have not paid the premium and are therefore no longer insured, our obligations will be suspended. We are then entitled to terminate the insurance. You will receive a letter about this. We may also decide to enter your details into databases of persons who have defaulted on their payments. You are still obliged to pay the premium that you have not yet paid. If your cover is part of an insurance package that you pay a single premium for and you only pay some of this premium, then we will assume that you have only paid some of the premium for all types of cover under the insurance package. In that case, we will suspend all of your insurance policies. If, at the time of payment, you state which policies the premium is intended for and the payment is enough to keep those policies in place, then those policies will remain in place and all other policies will be suspended.

**Reinstating cover after we have received all premiums due**  
If we suspend your insurance because you have not paid the premium, then you are still obliged to pay the premium. You are only insured once we have received all premiums that are due.

The insurance will be reinstated on the day after we have received all premiums due. The insurance only applies to incidents that are caused or arise after that day. If it transpires that the insurance was suspended or terminated at the time of the incident, then we are entitled to recover any compensation for damages.

#### **Repaying and offsetting premiums**

If we suspend or terminate your insurance during the policy year, we will refund you the part of your premium for the period that the insurance is no longer in force. If it turns out that we have not incurred any risk, we will refund you the premium over a period of up to five years, minus any reasonable costs. These costs are set at 20% of the premium.

#### **Direct debit and other payment methods**

If you pay by direct debit, we will let you know how much we will be debiting from your account each time. We will do that every time you take out or modify the insurance, or if we extend the insurance.

You must ensure that there is enough money in your account. Your bank will arrange for the premium to be paid. However, you must instruct your bank to do this and choose a payment method. For more information about these methods, please speak to your bank.

#### **Complaints**

##### **If you have a complaint about us**

- a. If you have a complaint, please speak to Hoeksche Waard Assuradeuren first. If no agreement is reached, you can submit your complaint to the management of Lloyd's Netherlands Representative B.V., PO Box 30196, 3001 DD Rotterdam, Telephone: 010 205 21 10 Email: [ralph.vanhelden@lloyds.com](mailto:ralph.vanhelden@lloyds.com)
- b. If you are not satisfied with the response, you may refer the matter to the Dutch Financial Services Complaints Board (Stichting Klachteninstituut Financiële Dienstverlening - Kifid). We are affiliated with the Kifid: PO Box 93257, 2509 AG The Hague. Telephone 070 333 89 99. For more information, please visit [www.kifid.nl](http://www.kifid.nl).

##### **If you have a complaint about DAS**

- a. If you are not satisfied with how your dispute is being handled, it is important to discuss this with your legal specialist at DAS as soon as possible. They will work with you to see how your concerns can be addressed. If you are still not satisfied, you can speak to a manager at DAS. Please call the DAS customer service centre on 020 651 88 88 and ask to be put in touch with a manager.
- b. If you have not been able to reach a solution with your legal specialist and/or a manager, or if you have a complaint about an expert who has been engaged by DAS, you can submit your complaint to DAS management. Please see the DAS complaints procedure to find out how to do this. The complaints procedure can be found at [www.das.nl](http://www.das.nl).
- c. If you are not satisfied with the response from DAS management, you may refer the matter to the Dutch

Financial Services Complaints Board (Stichting Klachteninstituut Financiële Dienstverlening - Kifid). DAS is affiliated with the Kifid: PO Box 93257, 2509 AG The Hague. Telephone 070 333 89 99. For more information, please visit [www.kifid.nl](http://www.kifid.nl).

### What do you do with my data?

We or an authorised agent that concluded this insurance on your behalf and DAS process personal and business data. We and DAS do this in so far as is necessary to achieve the company's business objectives in a responsible manner.

### How do you and DAS process my personal data?

We and DAS process your personal data as stated in the Code of Conduct for the Processing of Personal Data by Financial Institutions. To read the Code of Conduct in full, please visit the Dutch Association of Insurers (Verbond van Verzekeraars) website ([www.verzekeraars.nl](http://www.verzekeraars.nl)).

You can also contact the association to receive a copy.

Address: Verbond van Verzekeraars,

PO Box 93450,

2509 AL The Hague.

The Netherlands

Telephone: 070 333 87 77.

DAS will only receive your personal data to determine whether you are entitled to assistance at the time that you ask DAS for assistance. DAS may only contact you to discuss your dispute. If you would like DAS to liaise with someone else on your behalf to handle the dispute or if you would like DAS to provide information to them about the dispute, you will need to send us a signed statement to that effect.

Only then may DAS provide information to that person about the assistance you are receiving. You must provide this permission for each dispute.

External processing of personal data by the CIS Foundation  
When you take out or modify the insurance, you provide certain information to us. You also provide information when you make a claim for damage. The Central Information System Foundation (Stichting Centraal Informatie Systeem - CIS) of non-life insurance companies operating in the Netherlands will enter this information into its database and process it. The CIS Foundation is located on the Bordewijklaan 2, 2591 XR The Hague. As part of a responsible

acceptance policy, we will request data from the CIS Foundation in order to manage risks and prevent fraud.

The CIS Foundation's own privacy regulations apply to this. For further information and to read the privacy regulations, please visit the CIS website at [www.stichtingcis.nl](http://www.stichtingcis.nl).

### Fraud

We assume that the information you provide to us is complete and correct. If you knowingly provide information that is not complete or correct, then you are committing fraud. For example, you provide incorrect information to us when you apply for insurance, make a claim for damage from us or claim for assistance from DAS. If there is any indication that you are committing fraud, then we or DAS will carry out an investigation. We and DAS adhere to the Code of Conduct on Personal Investigations by the Dutch Association of Insurers (Gedragscode Persoonlijk Onderzoek van het Verbond van Verzekeraars). See [www.verzekeraars.nl](http://www.verzekeraars.nl).

If you have committed fraud, we and DAS may:

- terminate the insurance. We may also terminate any other insurance cover you have with Hoeksche Waard Assuradeuren;
- not pay any more compensation, not pay the full amount of compensation or not pay any compensation at all, unless this would be disproportionate to the type of fraud committed;
- decide that you must repay the compensation for damage you received, the associated costs and the investigation costs;
- report the case to the police;
- enter your data into internal and external databases of persons who have committed fraud, such as the database of the CIS Foundation and the Financial Institution Incident Alert System (Incidentenwaarschuwingssysteem Financiële Instellingen - IFI).

The IFI is a database that banks and insurers use to tackle fraud. We adhere to the Financial Institution Incident Alert System Protocol (Protocol Incidentenwaarschuwingssysteem Financiële Instellingen - PIFI), as approved by the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

All of these measures are designed to ensure that you are not paying too much as a result of others dealing with their insurance, loan or account inappropriately.

**Why is it important that I provide accurate information to you?**

When you take out the insurance, we will ask you a number of questions. Your answers will allow us to estimate the risk you want to insure, so we can conclude an insurance agreement with you.

It is important for you to answer our questions honestly and in full. You are also required to report any relevant facts and circumstances regarding persons who are also covered by this insurance, pursuant to Title 17, Book 7 of the Dutch Civil Code. If you find that you provided incorrect or incomplete information to us, you must provide the correct or complete information immediately, so we can re-assess your situation. You will only be insured for the new situation if we have confirmed this in writing, indicating that we are willing to continue providing the insurance and under what conditions.

If you fail to inform us about any incorrect or incomplete information provided to us, then:

- a. we may terminate the insurance; and/or
- b. you may not be entitled to compensation or will not receive the full amount for damage.

This also applies if we discover any incorrect or incomplete information after we have extended the insurance agreement.

## Definitions

These definitions apply to all terms and conditions and other related documents in this booklet.

### **Other or unauthorised use**

You use the boat in any way other than specified to us when you took out this insurance, or you use the boat for any unlawful purposes.

### **Nuclear reaction(s)**

Any nuclear reaction that releases energy. The cause and origin of the reaction is not relevant.

### **Permanent disability**

A permanent, whole or partial loss of function of a part of your body or an organ as a result of an injury. Our medical expert will determine the degree of permanent disability.

### **Fire**

A fire with flames (except within a fireplace) that is spreading by itself. The fire must have been caused by combustion with flames. Fire does not mean singeing, melting, charring, scalding or searing.

### **Current market value**

The new value of your boat, minus depreciation due to age, wear and previous damage, for example.

### **DAS**

DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V. – abbreviated to DAS. The company that provides legal assistance under this insurance. We warrant that DAS will fulfil its obligations under these terms and conditions.

DAS is located at:

Entree 222, 1101 EE Amsterdam

Its postal address is:

PO Box 23000, 1100 DM Rotterdam

### **Delamination**

The process whereby various layers of the hull or the deck, for example, separate from each other.

### **Theft**

An action whereby your boat or parts thereof are removed by a third party, with the intention of permanent and unlawful appropriation.

### **Direct lightning strike**

Damage that is caused directly by the impact of lightning or by a power surge after lightning.

### **Incident(s)**

An event or series of events that are related to one another and have the same cause.

### **Inherent defect**

A cause of defect that lies within your boat or a part thereof. The boat or part thereof does not function in a way that it would normally be expected to. This also applies if the inherent defect is the result of a manufacture or design fault.

### **Explosion**

A short, sudden and forceful expulsion of gases or vapours.

### **Seizure**

Your boat is lawfully seized or requisitioned by a government authority. In this case, the insurance does not cover the period when you are not in possession of your boat.

### **Contents**

All moveable belongings that are used on board your boat for the purpose of leisure. This comprises items you can move, such as crockery, cutlery, bed linen and clothing.

The following items are expressly excluded:

- cash, securities, cheques, debit/credit cards and travellers cheques;
- telecommunications and optical equipment except if this equipment is used for navigation, in which case, we consider this to be part of the contents;
- precious items such as jewellery, spectacles, watches and photo/film equipment;
- motor vehicles, including a moped or low-performance moped.

### **Forced entry**

An action whereby a third party unlawfully accesses your boat by breaking a reasonably secure lock. The lock is no longer suitable for use without repair or replacement as a result.

**Power surge**

A surge in electrical equipment caused by lightning.

**Short circuit**

An electrical fault that results in electricity wires overheating and causes damage.

**Injury**

Demonstrable damage to an anatomical structure in your body or your body as a whole, as a direct result of an accident.

**Evident negligence**

You consciously or unconsciously cause damage. In the case of conscious evident negligence, you know that there is a significant risk of damage, but you do not think that damage will occur. In the case of unconscious obvious negligence, you do not consider that there is a significant risk of damage.

Minimum disputed amount (for legal assistance cover only)

In certain cases, the amount that is subject to a dispute must be above a certain sum in order to qualify for legal assistance.

**Wilful damage**

Organised violence as defined in the Dutch Financial Supervision Act (Wet op het Financieel Toezicht). We abide by the description used in that legislation. In summary, wilful damage consists of organised violence by:

- a country, state or militant organisation that is waging war with military weapons;
- an armed peacekeeping force of the United Nations;
- a population group or large group of inhabitants involved in a civil war;
- a group or movement involved in insurrection or rebellion against the government;
- group members who are rebelling against a ruling authority; activists who are causing civil commotion in various locations.

**Surviving dependants (for passenger accident cover only)**

Persons who may give permission for an autopsy to be carried out on your body after your death.

**Named hurricane**

A severe tropical cyclone with winds of more than 74 miles per hour (119 kilometres per hour) that has been named.

**Nautical equipment**

Mechanical and electronic equipment that is specially made for the purpose of navigation and as a means of communication on board your boat.

**Netherlands.**

The territory of the Kingdom of the Netherlands in Western Europe.

**New value**

The amount that you will need to purchase a new item of the same type and quality.

**Deliberate act or consent**

You deliberately and unlawfully act against a person or items or fail to do so. Even if you allowed such damage to be caused, it is not insured.

**Osmosis**

The formation of bubbles in polyester parts of the boat due to water permeating the material.

**Premium**

The premium may also include costs, extrajudicial costs, statutory interest and insurance premium tax.

**Legal costs**

- a. The costs of providing legal assistance in criminal proceedings against you, but only if these costs are incurred on our request or with our consent.
- b. The costs of defence in a case brought against you or us by an injured party, but only if we consent to these proceedings being conducted

**Repair costs**

The costs required to repair your boat to its original condition.

**Residual value**

The current market value of your boat immediately after an incident.

**Recklessness**

You consciously or unconsciously act in a reckless manner. In the case of conscious recklessness, you know that there is a significant risk of damage, but you do not think that damage will occur. In the case of unconscious recklessness, you do not consider that there is a significant risk of damage.

**Damage to persons**

Injury or damage to the health of persons, including consequential damage. This also applies if someone dies as a result.

**Damage to objects**

Damage, destruction or loss of items belonging to someone other than you, including the resulting damage.

**Incident(s)**

An event or series of events that are related to one another and have the same cause.

**Wear and tear**

Damage to or deterioration of items that occurs slowly due to use or ageing.

**Speedboat**

A boat that is powered by a mechanical propulsion system and can reach a speed of more than 20 kilometres per hour.

**Storm**

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

**You**

Yourself, as the natural person who or legal entity that concluded the insurance. This insurance also covers:

- a. the owner of the boat;
- b. the captain, passengers and any other persons on board with your permission.

Legal assistance also covers:

- c. The surviving dependants of the insured parties, provided that they can recover their living expenses from the person held liable, pursuant to Article 6, Book 108 of the Dutch Civil Code. These will receive legal assistance from DAS.

All persons who are also covered under this boat insurance have the same rights and obligations as you. Any reference

to 'you' or 'your' in these terms and conditions also applies to all persons who are co-insured under this insurance.

**Area of operation****Area of operation (Netherlands)**

Dutch inland waterways and the sea extending to 20 nautical miles from the coast of the Netherlands, with the exception of the municipalities of Saba, Bonaire and St. Eustacius (Statia).

**Area of operation (Europe + 20 miles from the coast)**

All European inland waterways and the sea extending to 20 nautical miles from the coast of the mainland of the European countries (with the exception of the Black Sea).

**Area of operation (Mediterranean Sea)**

The Mediterranean, Tyrrhenian, Adriatic and Ionian Seas, with the exception of the area 15 miles from the coast of Algeria. The area of operation is also delimited as follows:

- to the south by the 36th parallel north;
- to the west by the 5th meridian west;
- to the east by the 20th meridian east.

**Area of operation (large square)**

The North Sea, English Channel, the Atlantic Ocean and the Baltic Sea, delimited as follows:

- to the north by the 60th parallel north;
- to the east by the 20th meridian east;
- to the south by the 45th parallel north;
- to the west by the 12th meridian west.

**Boat**

Your boat, as described on the policy schedule, including:

- any standard equipment and accessories, e.g. nautical equipment and tools on board your boat;
- the propulsion system stated on your policy schedule;
- the dinghy.

The dinghy must:

- be transported on or towed by the insured boat, and may be equipped with a sail rig; and
- not have a maximum speed exceeding 20 kilometres per hour; and
- not be longer than the maximum width of the insured boat.

**Operating a boat under the influence**

The operator of your boat was under the influence of alcohol, drugs or medication and therefore receives a ban on operating vessels as a result, or would have received if this was established. This includes any other circumstances under which the operator is not able to operate your boat in a responsible manner. In such cases, damage is not insured.

**External event**

A sudden, direct strike by an external force on your boat, such as a knock, bump or crash. This does not include any external event that your boat can be expected to resist under normal conditions.

**Vandalism**

Damage or destruction wilfully caused to your boat by a third party.

**Permanent berth**

The harbour, shipyard or other location where the boat is stored when it is not being operated.

**Dutch Association of Insurers**

The Verbond van Verzekeraars, an association of insurers. See also [www.verzekeraars.nl](http://www.verzekeraars.nl).

**Unlawful appropriation**

An action whereby a third party unlawfully takes your boat, after having previously used it with your permission on the basis of a legal relationship, for example borrowing the boat.

**Hire**

You hire out your boat or you use your boat to transport persons in return for payment. This includes allowing your boat to be chartered.

**Insured sum**

The amount stated on the policy schedule.