

# **Policy terms and conditions Company truck third party liability insurance 2019**

**These conditions only apply if they are expressly referred to on the policy schedule.**

**Version 2019**

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

## **1 Supplementary definitions of terms**

### **1.1 Insured parties**

Insured parties are those stated on the policy schedule: the policyholder, the owner, the holder, the driver and the passengers of the motor vehicle, as well as their employer if they are liable pursuant to Article 6:170 of the Dutch Civil Code (Burgerlijk Wetboek).

### **1.2 Damage**

Damage is understood to be: damage to persons and damage to objects.

#### **a. Damage to persons**

Damage to persons is understood to be: loss as a result of physical injury or damage to health resulting in death or not, including the damage arising from this.

#### **b. Damage to objects**

Damage to objects is understood to be: loss arising from damage, destruction or disappearance of objects including the damage arising from this.

## **2 Scope of the cover**

### **2.1 Liability**

Up to the maximum insured sum stated on the policy schedule per incident the insurance covers the civil liability of the insured parties for damage to persons and/or objects caused by or with:

- a. the motor vehicle;
- b. a trailer provided that it is attached to the motor vehicle, or has been or become detached from a motor vehicle but has not yet stopped away from traffic;
- c. the load that is on the motor vehicle or the trailer or that falls or has fallen from or out of the vehicle or the trailer other than by loading or unloading.

In countries in the area of insurance cover where a higher maximum amount is prescribed by a law equivalent to the Dutch WAM, the higher amount will apply.

### **2.2 Costs incurred to prevent or reduce damage**

Under the insurance policy, the costs within the meaning of Article 283 of the Dutch Commercial Code incurred by an insured person to reduce damage or to prevent imminent damage – if necessary in excess of the insured sum – will be reimbursed, provided that the insured is liable for the damage, if any, and that this liability is covered by the policy. These costs will be reimbursed per incident up to an amount equal to the insured sum.

### **2.3 Cost of defence**

In the event of damage covered by the insurance policy, compensation will be paid – if necessary in excess of the insured sum – for:

- a. the costs of defence conducted under the direction of the insurance company, including in any legal proceedings brought by an injured party against an insured party or the insurance company, as well as the resulting legal costs for which the insured party or the company could be ordered to pay;
- b. the costs of legal assistance provided at the request of the insurance company in criminal proceedings brought against an insured.

### **2.4 Statutory interest**

In the event of damage covered by the insurance policy, the statutory interest on the part of the principal sum covered by the insurance will also be paid, if necessary in excess of the insured sum.

### **2.5 Deposit**

If, in order to safeguard the rights of the injured party, a government requires the provision of security in order to obtain the lifting of the restriction on freedom of an insured person or of the seizure of the vehicle, the company will provide this security up to a maximum of € 50,000 for all insured parties together, provided that the insured on whose behalf this is done is entitled to compensation from the insurance company in respect of the damage.

The insured is obliged to give the insurance company authorisation over the security deposit as soon as it is released; the insured must cooperate in full to obtain the reimbursement.

## 2.6 Damage to own company motor vehicle

With the exception of trading loss and write-downs, the insurance company will compensate damage due to driver error with the motor vehicle to another company motor vehicle or trailer not attached to the vehicle, of which the policyholder is the owner or holder, unless another insurance policy can be invoked.

## 2.7 Transport of injured persons

The insurance company will reimburse damage to the upholstery of the insured motor vehicle which transported persons injured in an accident free of charge. Any applicable deductible is not applicable to this damage. A claim under this cover will not affect the no-claim bonus status.

## 3 Claim settlement

The insurance company is entitled to compensate injured parties directly and to agree an out-of-court settlement with such persons.

## 4 Exclusions

The insured is not entitled to cover if:

- 4.1 Damage is caused while participating in speed trials or races;
- 4.2 Damage is caused while the motor vehicle was being used for:
  - a. Rental (including leasing);
  - b. transport of persons for payment (not including private transport in return for a contribution towards the costs);
- 4.3 Damage is caused while the actual driver of the motor vehicle:
  - a. is disqualified from driving by a court ruling or competent authority;
  - b. does not hold a driving licence valid in the Netherlands for the motor vehicle category, unless the driver has passed the driving test less than 3 months in prior to the incident but the required driving license has not yet been issued;
- 4.4 An insured person has failed to fulfil one of the obligations in the event of an incident stated in Article 4 of the standard terms and conditions;

4.5 The damage is caused by a driver not authorised by the policyholder;

4.6 With regard to a replacement motor vehicle, another insurance policy can be invoked, of an earlier date or otherwise;

4.7 It concerns damage to objects being the property of the policyholder, owner, holder or driver of the motor vehicle, or for which they were responsible or that were being transported with the motor vehicle. This exclusion does not apply to passengers' luggage or to damage to their own motor vehicle that is covered by the insurance policy;

4.8 Damage to persons concerns damage caused to the driver of the motor vehicle;

4.9 Damage caused while a trailer, semi-trailer or other object was attached to the motor vehicle (other than a motor vehicle for which a driving licence B and/or BE is permitted).

The exclusions stated under 4.1 to 4.5 do not apply to an insured person who can demonstrate that the circumstances referred to occurred outside their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

The right of recourse as referred to in section 5 will then not be invoked.

## 5 Right of recourse

As soon as the insurance company is held liable for compensation, in accordance with the WAM or an equivalent foreign law, and an insured person is not entitled to cover, the insurance company is entitled to recover the amount, including costs from:

- the insured parties who are liable – other than the policyholder – unless they could assume in good faith that their liability was wholly or partially covered;
- the policyholder.

Claim settlement agreements between insurers do not affect the right of recourse.

Provided that the obligation to notify in accordance with article 5 of the standard terms and Conditions has been complied with, the insurance company will not exercise its right of recourse against the policyholder or its heirs if the damage is caused by a person other than one of these after the insurance policy is terminated.