

# **Policy terms and conditions**

## **Comprehensive insurance for motorbikes**

**These policy terms and conditions form an integral part of the Hoeksche Waard Total insurance for Private individuals (HWTP). If there are any differences between the HWTP terms and conditions and this product, the terms and conditions of this product apply.**

**Version 2019**

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## 1 Description of terms

### 1.1 Terms used

#### 1.1.1 Insured

The insured parties are:

- a. the policyholder (you). This is the person who has taken out this insurance policy and who ensures that the premium is paid;
- b. the holder and/or keeper of the motorbike.

#### 1.1.1 Motorbike

In these terms and conditions we understand a motorbike to mean:

- a. the motorbike stated on your policy schedule. This concerns the motorbike as it was delivered by the manufacturer or importer, including:
  - replacement parts that have been fitted to the motorbike and that are equivalent to the original parts; and
  - parts that you have notified us about.
- b. the replacement motorbike you drive during the period in which your own motorbike is temporarily unavailable for repair and/or maintenance at a dealer. This motorbike does not belong to you and is equivalent to the motorbike stated on your policy schedule.

#### 1.1.2 Accessories

We understand accessories to be all objects that are not necessary for your motorbike to function normally, but that supplement the standard equipment. For example, a top box or side box, a tank bag and a cover.

#### 1.1.3 Imaging, audio, telecommunications and computer equipment

- a. Imaging and audio equipment. This concerns equipment:
  - fitted to your motorbike after delivery by the manufacturer or importer, such as a radio or CD player;
  - including the individual components, such as a radio faceplate or screen.
- b. Receiving, transmission and navigation equipment, including standard navigation software.
- c. Computer equipment and peripherals that belong to the above-mentioned equipment.

This does not include:

- d. data carriers, such as CDs and memory cards;
- e. software;
- f. loose consumable items.

#### 1.1.4 Motorbike glass

We understand glass to be:

- a. the motorbike windshield or windshields;
- b. a motorbike sunroof, if fitted;
- c. the accompanying fixings.

Glass does not include:

- d. the glass as part of a component, such as lighting units and indicators;
- e. decals, advertisements and the like, that are applied to the glass.

#### 1.1.5 Loss aversion

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

#### 1.1.6 Temporary measures

A temporary facility that you have to fit or have fitted to your motorbike pending proper repairs. For example, a temporary replacement of a component or glass.

#### 1.1.7 New value

The amount required to purchase a new equivalent motorbike.

#### 1.1.8 Current market value

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

#### 1.1.9 Forced entry

Visible damage to a closure (such as a lock) of your motorbike or the building where it is located.

#### 1.1.10 Residual value

The value of your motorbike following an incident.

#### 1.1.11 Write-off

Your motorbike is a technical write-off if you can no longer drive it safely and if repair is not possible or irresponsible. Your motorbike is an economic write-off if the repair costs exceed the value of your motorbike before the incident occurred, less the residual value after the incident.

## 2 Description of the cover

### Comprehensive insurance cover for motorbikes

#### 2.1 Scope of the cover

This insurance policy covers the material damage that you incur due to damage or loss of your motorbike or parts thereof.

We only cover this damage if this is caused by an insured incident that meets the following conditions:

- a. The incident occurred after the cover commenced.
- b. When you took out this insurance it was not certain this incident would take place.
- c. The incident occurred within the area of insurance cover of this insurance policy.
- d. Your motorbike is normally kept in the Netherlands.

Per incident you will receive compensation for the damage incurred up to the maximum insured sum.

##### 2.1.1 Insured incidents

You are only insured for damage you suffer due to one of the following causes:

- a. a sudden incident initiated from outside your motorbike. For example, damage caused by yourself, by someone else or by the weather.
- b. a sudden, unexpected and unforeseen incident that is the result of a defect or fault of your motorbike. In this case you are only insured if:
  - damage to your motorbike is caused by a fire or explosion as described in the Additional descriptions section;
  - damage to your motorbike is caused by a short circuit.
  - the glass of your motorbike is broken;
  - your motorbike was involved in a crash, skidded off the road, or landed in water;
  - your motorbike fell over;

- c. theft or attempted theft of your motorbike or components thereof;
- d. joyriding or attempted joyriding with your motorbike;
- e. fraud or unlawful appropriation concerning your motorbike. However, you are not insured if the fraud or unlawful appropriation was perpetrated by:
  - yourself or a co-insured; or
  - your former or current spouse, registered partner or other life companion, or a co-insured.

##### 2.1.2 Area of insurance cover

You are only insured for damage that occurs in the countries stated on your 'green card' and not in those that are crossed out.

#### 2.2 Supplementary cover

You are entitled to the following cover if the conditions stated in the Scope of cover section are met.

This also applies if the total amount claimed is higher than the insured sum.

##### 2.2.1 Loss aversion

If you incur damage or there is a danger that you will incur damage due to an insured incident, then you, a co-insured or someone else on your behalf must take measures to limit the damage and/or to prevent further damage occurring. We call this 'loss aversion'. The policy includes cover for the cost of loss aversion and any material damage to objects deployed to avert further loss.

We will only reimburse reasonable costs. Per incident you will receive compensation up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

##### 2.2.2 Temporary measures

If your motorbike is damaged in an insured incident, and it will take a while before the damage to your motorbike can be properly repaired, then you may need to take temporary measures to be able to use the vehicle in the meantime. For example, a temporary replacement of a component or glass. If the temporary measures are essential then we will reimburse the costs incurred. Per incident you will receive compensation up to the insured sum. If applicable, this amount is in addition to any compensation for damage.

### 2.2.3 Accessories

If the accessories fitted to your motorbike are damaged, have been stolen or have gone missing as a result of an insured incident then we will pay you supplementary compensation for this up to € 1,000 per incident.

This does not apply to imaging, audio, communications and computer equipment.

### 2.2.4 Imaging, audio, communications and computer equipment

If the imaging, audio, communications or computer equipment belonging to your motorbike has suffered damage in an insured incident, or this equipment has been stolen or gone missing then we will pay you supplementary compensation for this up to € 750 per incident. This concerns equipment:

- fitted to your motorbike after delivery by the manufacturer or importer;
- including the individual components, such as a radio faceplate or screen.

### 2.2.5 Helmet and clothing

If your helmet and or clothing, or that of an co-insured, are damaged, or have been stolen or have gone missing as a result of an insured incident then we will pay you supplementary compensation for this up to € 1,000 per incident. You will only receive this compensation if your motorbike is also involved in the same incident.

### 2.2.6 Storage and security

If you cannot use your motorbike as a direct consequence of an insured incident and you therefore have to store or secure your motorbike, then we will pay you compensation for this, as long as the costs are reasonable.

You must have actually incurred these costs.

Per incident you will receive compensation up to the insured sum.

If applicable, this amount is in addition to any compensation for damage.

### 2.2.7 Daily compensation

If you cannot use your motorbike because it has been stolen, has been used for joyriding or due to fraud or unlawful appropriation, then you will receive compensation of € 25 per day for the period that you cannot use your motorbike.

You are entitled to this compensation for up to 30 days from the day that you have reported the incident to the police.

### 2.2.8 General average

If your motorbike was on board a ship that was in danger of sinking and the crew decided to sacrifice the cargo to prevent shipwreck and/or save the ship, the passengers and other cargo, then you are obliged to contribute to the sacrifice of this cargo. This is known as a contribution to the general average.

If you receive an invoice for this contribution to the general average, then we will pay you supplementary compensation for this incident up to the insured sum. This amount will be in addition to any compensation paid.

## 2.3 Extent of damage assessment

When you have notified us of an incident we will first assess the extent of the damage. We then determine the compensation you are entitled to receive based on this assessment. You can read more about this in section 2.6: Compensation. We explain how we assess the damage in the following paragraphs.

### 2.3.1 Damage assessment

We will appoint an expert or loss adjuster to determine the extent of damage. This expert may be:

- a. a repair company that repairs the damage and charges the actual cost of the repair work;
- b. a loss adjuster who only determines the loss amount.

### 2.3.2 Assessing the damage to your motorbike

#### 2.3.2.1 Repair

If the damage to your motorbike can be repaired, then we will determine the loss amount based on the cost of the repairs. We will only do this if the repair costs are lower than the compensation that you would have received if repair was not possible.

#### 2.3.2.2 No repair

If the damage to your motorbike cannot be repaired, or the cost of repair is disproportionately high, then we will determine the loss amount based on the current market value or the new value of your motorbike.

We explain how this works below.

- a. We base the loss amount on the current market value of your motorbike if the following two conditions are met:
- The cost of repairing the damage is higher than the difference between the current value of your motorbike immediately prior to the incident and the residual value immediately after the incident.
  - The regulation for the new value from sub b is not applicable.

In this case we calculate the loss amount based on the difference between the current market value of your motorbike immediately prior to the incident and the residual value immediately after the incident.

- b. We will base the loss amount on the new value of your motorbike if all the following conditions are met:
- The cost of repairing the damage is higher than the difference between the new value of your motorbike immediately prior to the incident and the residual value immediately after the incident. Or the cost of repairing the damage to your motorbike is higher than two thirds of the new value of your motorbike.
  - Your motorbike was new when the Dutch vehicle registration certificate was issued.
  - At the time of the incident your motorbike was less than three years old, calculated from the issue date of the vehicle registration certificate.
  - You own the motorbike.
  - Your motorbike has not previously suffered any damage for which the repair cost exceeded 50% of the original list price.

In this case we calculate the loss amount based on the difference between the new value of your motorbike immediately prior to the incident and the residual value immediately after the incident. The following provisions also apply:

- We will base the new value on the last-known list price of your motorbike immediately prior to the incident.
- If the damage occurred within twenty-four months of the vehicle registration certificate for your motorbike being issued then we will consider the current list price as the new value.
- If the damage occurred after these twenty-four months then from the twenty-fifth month we will deduct a percentage from the new value to take the depreciation into account. This percentage amounts to 1% per month or part of a month.

- If the new value determined is lower than the current market value of your motorbike immediately prior to the incident then we will calculate the loss amount based on the difference between the current market value of your motorbike immediately prior to the incident and the residual value immediately after the incident.

We are entitled to transfer the remnants of your motorbike, on your behalf, to an organisation we designate.

### **2.3.3 Assessing damage to accessories or imaging, audio, communications and computer equipment**

If the accessories or imaging, audio, communications and computer equipment or belonging to your motorbike have been damaged then we will assess the damage as follows.

#### **2.3.3.1 Repair**

If the damage can be repaired, then we will determine the loss amount based on the cost of the repairs. We will only do this if the repair costs are lower than the compensation that you would have received if repair was not possible.

#### **2.3.3.2 No repair**

If the damage to your accessories or equipment cannot be repaired, or the cost of repair is disproportionately high, then we will calculate the loss amount based on the difference between the current market value of your accessories and equipment immediately prior to the incident and the residual value immediately after the incident.

## **2.4 Write-off**

Your motorbike is a write-off if it cannot be repaired or has disappeared completely. In this case you will receive compensation if:

- a. you have fulfilled the obligations stated in paragraphs 2.4.1 to 2.4.4;
- b. you and your motorbike are the victim of theft, joyriding, fraud and/or unlawful appropriation and you have reported this to the police. In this case, you are entitled to compensation from 30 days after the date you reported the incident to the police.

#### **2.4.1 VbV notification**

If your motorbike has been stolen or used in joyriding, or was affected by fraud and/or unlawful appropriation, then you

will only receive compensation if you agree to us passing on the details of your motorbike to the Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit - VbV).

#### **2.4.2 Recovery**

If your motorbike has been stolen or used in joyriding, or was affected by fraud and/or unlawful appropriation, then you must report this to the police immediately. If your motorbike has disappeared following such an incident, then we have 30 days after you have reported this to the police to recover your motorbike, or to delegate this responsibility. Within this period we are authorised, on your behalf, to recover your motorbike from the person or authority where it may be found.

#### **2.4.3 Vehicle registration certificate and keys**

You will only receive compensation following the loss of your motorbike after you have given us:

- a. the entire vehicle registration certificate for your motorbike (all parts) or the registration card, including the registration code;
- b. all motorbike keys;
- c. all other objects required to operate the locks and/or start your motorbike.

You are obliged to give us these objects if your motorcycle is stolen or has disappeared, and also if your motorbike is a technical or economical write-off.

#### **2.4.4 Right of ownership**

You will only receive compensation if you transfer the ownership of your motorbike to us or to an organisation we designate.

#### **2.4.5 Consequences of theft, joyriding, fraud and/or unlawful appropriation**

If you have lost your motorbike due to theft, joyriding, fraud and/or unlawful appropriation, then four things can happen:

- a. Your motorbike is recovered within 30 days. In that case you will get your motorbike back. If the motorbike has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your motorbike, then we will pay compensation for that damage. If your motorbike is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

- b. Your motorbike is not recovered within 30 days. In that case you will receive compensation equal to the value of your motorbike in accordance with that stated in the Extent of damage assessment section. You will then be obliged to transfer ownership of your motorbike to us.
- c. Your motorbike is recovered after 30 days and you have not yet received any compensation from us. In that case you may choose:
  - to get your motorbike back; or
  - to receive compensation for the value of the motorbike, in accordance with that stated in the Extent of damage assessment section. If you opt to get your motorbike back and your motorbike has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your motorbike, then we will pay compensation for that damage. If your motorbike is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.
- d. Your motorbike is recovered after 30 days and you have already received compensation from us. In that case you may get your motorbike back. However, you must repay us the compensation we paid to you. If you opt for this and your motorbike has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your motorbike, then we will pay compensation for that damage. If your motorbike is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

## **2.5 Limitations to obligation to pay compensation**

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then you will receive limited compensation or no compensation at all. This clause is described in the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions in the Exclusions section, paragraph 3.1.3 Terrorism.

## **2.6 Compensation**

### **2.6.1 Compensation in kind**

We are entitled to pay part or all of the compensation to you in kind. In that case, we will have the damage repaired by a

company we designate and engage on your behalf. We will only opt for repair if this is a reasonable settlement for you.

### **2.6.2 Compensation in cash**

If we opt for no or only partial compensation in kind, then you will receive a one-off cash payment. For example, if the damage cannot be repaired. This compensation is based on the loss amount that we have assessed. If this loss amount is greater than the insured sum stated on your policy schedule, then you will receive compensation up to the insured sum. We explain how we determine the loss amount in section 2.3 Extent of damage assessment.

## **3 Exclusions**

### **3.1 General exclusions**

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

The specific exclusions to the Comprehensive insurance for motorbikes policy are given below.

### **3.2 Exclusions to cover:**

Comprehensive insurance for motorbikes

#### **3.2.1 Government requisition**

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

#### **3.2.2 Speed trials**

You will not receive any compensation for damage caused by participation with your motorbike in speed trials or races. In such cases you will only receive compensation if you can demonstrate that:

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

#### **3.2.3 Transport for payment, lessons, rental**

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

- a. use of your motorbike for transport of persons or objects for payment (not including private transport in return for a contribution towards the costs);
- b. use of your motorbike as a teaching vehicle;
- c. rental or lease of your motorbike, except if your policy shows that you are insured for this.

However, damage due to fraud or unlawful appropriation is never covered.

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

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

#### **3.2.4 Qualified driver**

You will not receive compensation for damage that occurs while your motorbike was driven by a person:

- a. who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- b. they did not meet other requirements for a qualified driver.

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

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

#### **3.2.5 Driver under influence**

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

This only concerns damage of which it is plausible that this was fully or partly caused due to the use of alcohol, medicines and/or drugs. This is always the case if the driver had used so much alcohol, medicines and/or drugs that they would not be lawfully allowed to drive. If the driver refuses to



cooperate with a test (by the police or the court) to determine whether or not they are in violation,

then we conclude from this that the driver had exceeded the limits for use of alcohol, medicines and/or drugs.

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

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

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

### **3.2.6 Unauthorised driver**

You will not receive compensation for damage caused by a driver who did not have your permission to drive your motorbike.

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

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

### **3.2.7 Communications and/or computer equipment**

You will not receive compensation for damage to mobile phones, mobile radios, pagers, CB radio installations, laser shields or radar detectors.

In such cases you will only receive compensation if you can demonstrate that the manufacturer or importer has supplied this equipment as an original part of the motorbike.

### **3.2.8 Deliberate act**

You will not receive compensation for damage that is intentionally caused by:

- a. yourself or a co-insured;
- b. one or more persons who are part of a group to which you or your co-insured also belong. This also applies if you or your co-insured did not cause any damage.

Neither is it relevant whether the damage was fully or partly caused by the use of alcohol, medicines or drugs.

## **4 Damage**

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

## **5 Premiums**

### **5.1 Payment of premiums**

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

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

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

### **5.3 Restitution of premium**

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

### **5.4 Premium calculation**

#### **5.4.1 Premium per policy period**

##### **5.4.1.1 Premium calculation**

We determine the premium for each new insurance period prior to the start of the policy year. We do not consider this change to the premium as an amendment to the insurance policy as described in the 'Review of rates and/or terms and conditions' section.

##### **5.4.1.2 Right to terminate the policy**

- a. Your insurance policy has a minimum policy period of one year. This means that you may cancel the insurance policy as per the date on which the second insurance

period commences. After that you may cancel the insurance on any date.

- b. If you cancel your insurance policy in the month that a new policy period commences, and a higher premium applies to this new policy period then you will pay the old premium in this month.

#### 5.4.2 Calculating the premium after a claim

- a. Based on the number of claim-free years you have accrued, you may receive a discount on your premium. The discount percentage is stated in the no-claim bonus tier table in the Supplementary policy provisions section under Claim-free years.
- b. If you incurred damage that affects your no-claim bonus, we will apply a lower discount percentage to your new premium. This new premium will apply from the first new policy year after the claim date. We will adjust the number of claim-free years on your policy schedule.
- c. If you wait until the new policy year to claim damage that occurred in the previous year, we will apply the lower discount percentage retrospectively from the first day of the policy year following the date the damage was incurred. And you will have to pay the additional premium and insurance premium tax due.

If your premium only changes because you made a claim, we do not consider this change to the premium as an amendment to the insurance policy as described in the Review of rates and/or terms and conditions section.

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

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

## 7 Changes in the risk

### 7.1 Changes in risk

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

#### 7.1.1 Changes in risk regarding comprehensive insurance cover for motorbikes

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

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

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

- d. you intend to use your motorbike otherwise than stated on your policy schedule;
- e. your address changes;
- f. another person will drive your motorbike regularly;
- g. the average number of kilometres per annum you drive will change significantly from that stated on your policy schedule.

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

#### 7.1.2 Continuation after changes in risk

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

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

#### 7.1.2.2 Change of use, regular/main driver

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

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

#### 7.1.2.3 Change of address, change in mileage

If your residential or business address changes, then we will adjust your premium based on this change.

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

- a. If you do not notify us of a change or fail to notify us in time, and we would only have continued the insurance policy at a higher premium if you had notified us of the change in time, then you will still have to pay the additional premium and insurance premium tax due from the date on which the change took place.
- b. If we would only have continued the insurance policy with adjusted terms and conditions if you had notified us of the change in time, then these conditions will apply retrospectively from the date on which you should have notified us of the change. This means that we will assess a case after this date based on the new terms and conditions.
- c. If we would not have continued the insurance policy if you had notified us of the change in time, then you are no longer insured for damage that occurs after the date on which you should have notified us of the change.

## 7.2 Risk limitation

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

## 8 End of the insurance policy

### 8.1 Termination by policyholder

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

### 8.2 Termination by insurer

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

### 8.3 Termination by operation of law

Your insurance policy can 'terminate by operation of law'. This means that your insurance policy ends naturally due to the laws of the country. In the following section we explain when this will apply.

#### 8.3.1 Interest in insured object

Your insurance policy will terminate by operation of law if the insured parties no longer have an insurable interest in the motorbike. This does not apply to the circumstances described below.

#### 8.3.2 Policyholder

Your insurance policy will also terminate by operation of law:

- a. if you as policyholder die. Your insurance policy will then terminate:
  - nine months after your heirs reasonably could have been informed of your death; or
  - if this is sooner, nine months after the date that we received notification of your death.
- b. if the policyholder is a legal entity (for example a company or an association) and this legal entity ceases to exist. In that case your insurance policy will terminate one month after the legal entity ceased to exist. Your insurance policy will not terminate if the legal entity

ceases to exist due to a merger or because it takes on an alternative legal form.

### **8.3.3 Termination of linked insurance policy**

If your third party liability insurance for motorbikes that you have taken out with us for this motorbike is terminated, then your comprehensive insurance for motorbikes policy will automatically terminate at the same time.

## **8.4 Dissolution**

You can find information about the end of the insurance policy by dissolution in the End of insurance policy section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

# **9 Supplementary policy provisions**

## **9.1 Personal data**

### **9.1.1 Processing personal data on application for and/or change to an insurance policy**

If you apply for or change an insurance policy with us, we will request personal data that we need to:

- agree and execute your insurance policy;
- conduct marketing and research;
- prevent and combat fraud;
- conduct statistical analyses;
- comply with statutory requirements.

For this we can request data from the Central Information System Foundation (CIS) in The Hague. For this we adhere to the CIS Foundation's privacy regulations.

We can also consult information about your claim-free years in the central Roy-data database managed by the EPS Foundation in Apeldoorn. You can also request this information yourself via [www.roy-data.nl](http://www.roy-data.nl).

### **9.1.2 Processing personal data in the event of damage**

If you notify us of damage, we will ask you for the data we need to process your case.

We exchange your damage and insurance information with the Central Information System Foundation (CIS) in The Hague. For this we adhere to the CIS Foundation's privacy

regulations. This also applies to the parties we engage when processing your claim.

### **9.1.3 Providing personal data to third parties**

We may pass on your personal data to parties involved in the claim, such as assistance and service providers, loss adjusters and repair companies. We may also pass on your details to the person who caused the damage, other persons involved and/or their insurers.

### **9.1.4 Processing personal data on termination of the insurance policy**

When your insurance policy terminates, we will also pass on your number of claim-free years to Roy-data.

Only motor vehicle insurers who participate in Roy-data have access to this information.

If your number of claim-free years is negative then we may also pass on the details of your claim-free years to the CIS Foundation. We base our information on the no-claim bonus tier table. The CIS Foundation's own privacy regulations apply to this.

### **9.1.5 Applicable code of conduct**

We adhere to the code of conduct for financial institutions regarding processing personal data. This also applies to the parties we engage when processing your claim. You will find this code of conduct on the Dutch Association of Insurers website [www.verzekeraars.nl](http://www.verzekeraars.nl).

## **9.2 Governing law**

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

## **9.3 Complaints**

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

## **9.4 Accruing no-claim bonus**

The number of no claim years that you have accrued determines your discount percentage on your premium. You can find this in the no-claim bonus tier table on the following page. For each policy year that you do not claim on your Third party liability insurance for motorbikes, Extra insurance for Motorbikes and/or Comprehensive motorbike insurance

policy or policies you will move up a tier in the table. The highest tier is tier 21.

When you have reached the highest tier in the table, you will not receive any additional discount for additional claim-free years. If you have another claim-free year, we will register that and inform you at the end of the policy year.

We also register the number of claim-free years in the Roy-data database when:

- your policy terminates as described in the HWTP terms and conditions in the End of the insurance policy section;
- you no longer have a third party liability insurance policy for your motorbike with us.

### 9.5 Lower bonus after a claim

If you have made a claim for damage and we have paid full or partial compensation in a policy year then you will go to a lower tier in the no-claim bonus tier table. Your new discount percentage will apply from the first policy year after the claim date.

If you wait until the new policy year to claim damage that occurred in the previous year, we will apply the lower discount percentage retrospectively from the first day of the policy year following the date the damage was incurred. And

you will have to pay the additional premium due.

No reduction in your no-claim tier

a. Your no-claim discount percentage will not be affected if the claim you submit is due to:

- fire, stroke of lightning, explosion or short circuit;
- breakage or damage to a windshield;
- (attempted) theft or forced entry;
- (attempted) joyriding, fraud and/or unlawful appropriation;
- an unforeseen, sudden and unexpected external incident that occurred at the time you had lost your motorbike as a result of (attempted) theft, joyriding,
- fraud and/or unlawful appropriation;
- storm (wind force 7 or higher);
- natural disasters such as flooding, tidal wave, hail, avalanche, falling rocks, earthquake, landslide, or volcanic eruption;
- a riot or disturbance;
- a collision with birds or stray animals insofar as the damage is a direct consequence of that collision;
- an incident that occurred while your motorbike was being transported by boat, train or aeroplane;
- an accident with a cyclist or pedestrian for which you or a co-insured person is not at fault.

#### No-claim bonus tier table

Tier	Discount percentage	After one policy year				
		Without claim	With 1 claim to tier	With 2 claims to tier	With 3 claims to tier	With 4 or more claims to tier
21	80	21	16	11	6	1
20	80	21	15	10	5	1
19	80	20	14	9	4	1
18	79	19	13	8	3	1
17	78	18	12	7	2	1
16	77	17	11	6	1	1
15	76	16	10	5	1	1
14	75	15	9	4	1	1
13	72,5	14	8	3	1	1
12	70	13	7	2	1	1
11	65	12	6	1	1	1
10	60	11	5	1	1	1
9	55	10	4	1	1	1
8	50	9	3	1	1	1
7	45	8	2	1	1	1
6	40	7	1	1	1	1
5	35	6	1	1	1	1
4	25	5	1	1	1	1
3	15	4	1	1	1	1
2	5	3	1	1	1	1
1	-25	2	1	1	1	1

Incidents involving fire, stroke of lightning, explosion, flooding and air traffic are subject to the provisions of the Additional descriptions section.

- b. Your no-claim discount percentage will not change if the claim you submit is for damage:
- for which you have not received any compensation from us;
  - that we have reimbursed without being obliged to do so;
  - that we can recover in full;
  - that you have paid or repaid in full within twelve months of us informing you of your compensation amount. In that case, we will reinstate your number of claim-free years.

If we have reached compensation agreements with other insurers, these will not affect your claim-free years.

## 10 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 under paragraph 3.1.3 Terrorism.

## 11 Additional descriptions

### Lightning

A lightning strike on:

- the place where your motorbike is located; or
- an area immediately adjacent.

Lightning does not include induction or overvoltage, except if it can be demonstrated that this occurred at the locations mentioned above.

We understand induction to be electricity generated indirectly in a conductor (for example, an electric cable).

We understand overvoltage to be high voltage in the public power network and/or in electric or electronic hardware.

### Fire

Fire caused by combustion and accompanied by flames outside a hearth and that can spread of its own accord.

The following are not considered to be fire:

- a. singeing, scorching, melting, charring, heating up;
- b. burnout of electrical equipment and engines;
- c. overheating, burning out, rupture of furnaces or boilers.

### Air traffic

An explosion or crash on your motorbike of:

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

### Explosion

- a. A sudden, unexpected, violent expression of gases, vapours or liquid, solid matter or fine particles of a solid matter.
- b. If the explosion is caused by sudden excess or under pressure in a vessel, closed or otherwise, that is filled with gas, vapour, liquid, solid matter or fine particles of a solid matter, this is only considered an explosion if the wall of the vessel has collapsed under that pressure, after which the pressure inside the vessel has suddenly become equal to that outside the vessel.
- c. If the explosion does not take place in a vessel, this is only considered an explosion if a pressure wave is created by a chemical reaction that has led to the creation of or expansion of solid matter, liquid or gaseous substances or a mixture thereof.

### Flooding

Flooding as a result of collapse or overflow of dikes, quays, locks or other flood defences. It does not matter whether the flooding is the cause or consequence of an insured incident.