

Policy terms and conditions Liability insurance for private individuals (AVP)

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

Contents

1	DESCRIPTION OF TERMS	3
1.1	TERMS USED	3
2	DESCRIPTION OF THE COVER	3
2.1	SCOPE OF THE COVER	3
2.2	SUPPLEMENTARY COVER	5
2.3	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	6
3	EXCLUSIONS	6
3.1	GENERAL EXCLUSIONS	6
3.2	EXCLUSIONS TO LIABILITY INSURANCE FOR PRIVATE INDIVIDUALS (AVP)	6
4	DAMAGE	8
5	PREMIUMS	8
5.1	PAYMENT OF PREMIUMS	8
5.2	PENALTIES FOR FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS	9
5.3	RESTITUTION OF PREMIUM	9
5.4	PREMIUM CALCULATION	9
6	REVIEW OF RATES AND/OR TERMS AND CONDITIONS	9
7	CHANGES IN THE RISK	9
7.1	CHANGES IN RISK	9
7.2	RISK LIMITATION	9
8	END OF THE INSURANCE POLICY	10
9	SUPPLEMENTARY POLICY PROVISIONS	10
9.1	PERSONAL DATA	10
9.2	GOVERNING LAW	10
9.3	COMPLAINTS	10
10	TERRORISM	10

1 Description of terms

1.1 Terms used

1.1.1 Insured

The persons insured depends on the category stated on your policy schedule. You can see below which persons are included in each category. When we write 'you' in these terms and conditions, we mean the policyholder. This is the person who has taken out this insurance policy and who ensures that the premium is paid.

1.1.1.1 Single persons without children: The following persons are insured in this category:

- a. the policyholder (you);
- b. your guests;
- c. your domestic staff (such as an au pair, gardener or cleaner), but only when these employees are actually working for you.

1.1.1.2 Single person with children

The following persons are insured in this category:

- a. the policyholder (you);
- b. your minor children, including foster children and stepchildren;
- c. your adult children. This only concerns children (including foster children and stepchildren):
 - who live with you in your household or elsewhere for studying; and
 - who are not married and do not have a registered partner;
- d. your guests;
- e. your domestic staff (such as an au pair, gardener or cleaner), but only when these employees are actually working for you.

1.1.1.3 Family without children

The following persons are insured in this category:

- a. the policyholder (you);
- b. your partner with whom you live together as a family unit;
- c. parents, parents-in-law, grandparents and unmarried blood relatives and other relatives with whom you live together as a family unit. These may be your family members and/or those of your partner. These do not include children, foster children or stepchildren;
- d. your guests and/or those of your partner;

- e. your domestic staff (such as an au pair, gardener or cleaner), but only when these employees are actually working for you.

1.1.1.4 Family with children The following persons are insured in this category:

- a. the policyholder (you);
- b. your partner with whom you live together as a family unit;
- c. your minor children and/or those of your partner. These do also include foster children and stepchildren;
- d. your adult children and/or those of your partner. This only concerns children (including foster children and stepchildren):
 - who live at home or who live away from home for studying; and
 - who are not married and do not have a registered partner;
- e. parents, parents-in-law, grandparents and unmarried blood relatives and other relatives with whom you live together as a family unit. These may be your family members and/or those of your partner;
- f. your guests and/or those of your partner;
- g. your domestic staff (such as an au pair, gardener or cleaner), but only when these employees are actually working for you.

1.1.2 Loss aversion

Measures that you, a co-insured person or someone else on your behalf 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.

2 Description of the cover

2.1 Scope of the cover

This insurance policy covers the civil liability of you and your co-insured for damage caused by you or by them. This means that we will pay compensation for damage up to the maximum insured sum per incident.

We only pay compensation for this damage if it is caused by an 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. This cover applies to all insured persons who legally live in the Netherlands. You can read the conditions for cover below.

2.1.1 Private individual

You are only insured for damage caused by you (or a co-insured) as private individual – in other words, in a private situation.

2.1.2 Business / profession / work

If you (or a co-insured) cause damage during activities that you performed for your business or profession, or while conducting other activities for which you are paid, then in most cases, we will not pay compensation for this damage.

We will pay compensation if the damage is caused by:

- your domestic staff, but only if the damage occurred during work they were performing for you;
- your child and/or that of your partner, but only if the damage occurred during their holiday job, a job on the side, or during work they were doing as part of their study (an internship, for instance). And you or your co-insured were not the employer.

We will not pay any monetary amounts that are demanded from you or your co-insured by:

- an employer;
- the successor or legal successor of an employer;
- an insurer or social insurance company.

2.1.3 Mutual

If another person insured under this policy holds you or a co-insured liable for damage, then we will only compensate this damage if it concerns:

- damage to persons; or
- damage to property and pets and animals belonging to domestic staff, if the damage is caused by a work-related accident.

An additional condition is that the person demanding compensation from you must be a natural person (or their heir) who:

- was directly involved in the incident; and
- has suffered damage as a result of that incident.

If it concerns damage for which your domestic staff is held liable, then we will only compensate this damage if:

- it concerns damage caused to you or a co-insured by this employee; and

- this damage is related to the work that this employee carried out for you or a co-insured.

2.1.4 Property

If you as owner or occupier of the property are held liable for damage, for example, a roof tile fell from your house or your shed has collapsed, then the following rules apply.

2.1.4.1 Building / houseboat

You are insured for damage caused by a building or houseboat or part thereof:

- of which you are the owner or occupier; and
- where you and/or your co-insured actually live; and
- that is in the Netherlands.

This cover also applies:

- if the co-insured living in your household are held liable for this damage; and/or
- if part of the building or the house is rented out.

In addition, the following conditions apply:

- If you and/or your co-insured no longer live in the building or houseboat but you are still the owner, then we will only pay compensation for damage that occurred in the first twelve months after the last insured resident left the building or house.
- If you and/or your co-insured do not yet live in the building or houseboat but you are already the owner, then we will pay compensation for any damage in the first 12 months after you have acquired the building or house and you and/or your co-insured do not yet live there.

2.1.4.2 Second home / holiday homes / mobile home / allotment dwelling

You are insured for damage caused by a second home, holiday home, mobile home and/or allotment dwelling:

- of which you are the owner or occupier;
- that is located in Europe; and
- that not intended to be exclusively rented out to others.

This cover also applies if the co-insured living in your household are held liable for this damage.

2.1.4.3 Awning / antenna (satellite dish) / flagpole / secondary window

If you or a co-insured possess an awning, antenna (satellite dish), flagpole and/or secondary window, then you are

insured for the damage caused by this.

This also applies to damage to a building or houseboat that you (or a co-insured) actually occupy or rent. This building or house must be located in the Netherlands.

2.1.5 Home under construction

If you (or a co-insured) have contracted the construction of a building and/or houseboat in the Netherlands and this building or house has caused damage, then you have cover under this insurance policy. This also applies to your co-insured, except for guests and domestic staff.

2.1.6 Holiday accommodation

If you (or a co-insured) have caused damage to holiday accommodation and/or its contents and of which you are not the owner, and you actually used this accommodation for your holiday, then you are insured for this damage if it was caused by:

- a. fire;
- b. water and/or steam that has unexpectedly flowed from a water pipe, heating system, air conditioning and/or sprinkler system due to a defect. This only applies to indoor installations;
- c. water that has unexpectedly flowed from a drain pipe and/or appliance that is connected to these indoor installations;
- d. water that has overflowed from these installations and/or appliances.

2.1.7 Damage

When we refer to damage in these terms and conditions, we understand this to mean:

- a. personal injury or impairment to a person's health, including the consequences thereof. These may include physical consequences, such as death, or material consequences, such as healthcare costs or loss of income;
- b. material damage to or loss of objects or injury to pets and animals, including any damage arising from this loss. This only concerns objects or pets and animals that do not belong to the insured parties.

2.1.8 Area of insurance cover

You are insured anywhere in the world.

2.2 Supplementary cover

This insurance policy covers the costs that we describe below if the conditions stated in the Scope of cover section are met. This also applies if the amount claimed is higher than the insured sum.

2.2.1 Loss aversion

If you or a co-insured person cause damage or damage is likely to arise due to your conduct during a covered event, then you, the 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 pay compensation for reasonable costs incurred. Per incident we will pay compensation up to the insured sum. This amount will be in addition to any compensation paid.

2.2.2 Defence

If you (or a co-insured person) are held liable and you (or a co-insured) have to incur costs for legal support, then we will reimburse the costs for:

- a. defence conducted at our request and under our direction. This concerns both out-of-court defence as well as defence in proceedings the other party files against you, your co-insured or us. And in addition, we will pay for the legal costs;
- b. legal assistance provided at our request in criminal proceedings against you or a co-insured person.

2.2.3 Statutory interest

If you (or a co-insured) have to pay statutory interest on damages you owe, we will pay the statutory interest in addition to the amount claimed.

2.2.4 Deposit

If a government organisation asks you to pay a deposit for a damage that you (or a co-insured) have caused, then we will reimburse you for this deposit.

We will only do this if you or your co-insured:

- authorise us to receive the deposit back when this is released;
- cooperate fully to recover the deposit.

Per incident we will pay a maximum of 10% of the insured sum for all insured parties together.

2.2.5 Absence of liability

If you (or a co-insured) are involved in any damage suffered by another person but you are not legally liable for this damage, then we will pay compensation if one of the situations described in article 2.2.5.1 to 2.2.5.4 has occurred. In this case, we will assess the damage as if you were liable for it. Per incident we will pay compensation up to a maximum of € 15,000. We will deduct all payments that the injured party has received from others from the compensation payable.

We will not pay compensation for the damage if:

- a. the damage was wholly or partially caused by the injured party's own fault;
- b. the person claiming the compensation is not a natural person (or their successor) who was directly involved in the incident and has suffered damage as a result.

2.2.5.1 Favour

If you (or a co-insured) caused damage while you (or a co-insured) were doing someone a favour, then we will compensate this damage, even if you are not liable for it.

2.2.5.2 Sport / games

If you (or a co-insured) caused damage while you were playing sport and/or games, then we will pay compensation for this damage if:

- a. it was caused during the sports activity or the game and is directly related to this;
- b. it was incurred by someone who at that time was not participating in the sport or the game.

We will pay compensation for this damage even if you are not liable.

2.2.5.3 Guest / childminding

If a child who is insured on your policy causes damage while staying with family, friends or acquaintances, then we will compensate this damage if:

- a. the insured child is younger than 14;
- b. the person who suffered the damage was responsible for the supervision of the child.

We will pay compensation for this damage even if you are not liable.

2.2.5.4 Caring for pets

If someone has suffered any damage while taking care of and/or minding a pet that belongs to you or a co-insured, and this person is not insured on your policy, then we will pay compensation for this damage even if you are not liable.

2.3 Limitations to obligation to pay compensation

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then we will only pay 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.

3 Exclusions

3.1 General exclusions

In some cases you are not insured for damage for which you are liable. 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 liability insurance for private individuals policy are given below.

3.2 Exclusions to liability insurance for private individuals (AVP)

3.2.1 Category of insured parties

Please refer to the Definitions of Terms section to find out which persons are included in the insurance cover. These are the persons in the category stated on your policy schedule. You are not insured for damage caused by persons who do not fall into this category.

If children are not included in the insurance cover and they cause damage for which you are liable, then you can adjust your insurance policy. We will then pay compensation for the damage caused previously with a deductible of € 150.

This is subject to the conditions stated in the Change of Risk section, under the heading Consequences of not notifying changes in risk.

3.2.2 Motor vehicle

If you (or a co-insured) have caused damage with or by a motor vehicle then you are not insured for this if:

- it concerns a motor vehicle as described in the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)]; and
- you or your co-insured are the holder, owner, driver or user of the motor vehicle, or actually have control over its use.

You are however insured for:

- damage that you (or a co-insured) have caused as a passenger of a motor vehicle;
- damage that is caused by domestic staff you and/or a member of your family unit employ. This only concerns damage caused with or by a motor vehicle of which your employee is the sole holder or keeper;
- damage that is caused with or by:
 - an electric mower of similar machinery;
 - children's toys;
 - a remote-controlled model car;
 - a trailer fitted with a mover, but only if this damage did not occur on a public road.

You are only insured for damage caused by these vehicles if they cannot drive faster than 16 km per hour;

- damage that is caused with or by an electric bike;
- damage that a co-insured minor has caused while joyriding with a motor vehicle. You are only insured for this if:
 - the joyriding was combined with violence; and/or
 - there is no liability insurance cover for the motor vehicle that was used for joyriding.

We will pay compensation for joyriding up to a maximum of € 15,000 per incident.

3.2.3 Vessel

You are not insured for damage that is caused with or by:

- a vessel that you (or a co-insured) own, hold, control or use or over which you, (or a co-insured) actually have control;
- another object that is intended to move in or over water, such as a kite surfboard.

You are however insured for:

- damage that you (or a co-insured) have caused as a passenger of a vessel;

d. damage that is caused with or by:

- a rowing boat or canoe; or
- a sailing boat or surfboard with a sailing surface of no more than 16 m².

If these vessels have an (outboard) engine with more power than 4 hp, then you are not insured for this damage, even if the engine was not in use at the time of the incident;

- damage that is caused with or by a remote-controlled model boat. If this model boat has an (outboard) engine with more power than 4 hp, then you are not insured for this damage.

3.2.4 Aircraft

You are not insured for damage that is caused with or by an aircraft.

You are however insured for:

- damage that you (or a co-insured) have caused as a passenger of an aircraft;
- damage that is caused with or by a model aircraft weighing a maximum of 25 kg;
- damage that is caused with or by a tethered kite with a surface area of no more than 1.5 m²;
- damage that is caused with or by a balloon that when fully inflated has a diameter of no more than 1 m;
- damage that is caused with or by the equipment you use for hang-gliding, parasailing and/or parachute jumping;
- damage that is caused with or by a houseboat.

3.2.5 Goods in trust

You are not insured for damage to:

- objects that you or a co-insured or someone on your, or your co-insured's behalf, uses based on:
 - a rental, hire purchase, lease, tenancy or pledge agreement;
 - an agreement regarding usufruct (including the right of use and occupancy);
- objects that you or a co-insured or someone on your, or your co-insured's behalf, uses for:
 - their business or profession; and/or
 - carrying out work, other than as a favour;
- objects that you or a co-insured unlawfully have at their disposal;
- vehicles, caravans, mobile homes, trailers, vessels and aircraft, that you or a co-insured or someone on your, or your co-insured's, behalf have at their disposal;

e. coins, banknotes or monetary instruments that you or a co-insured, or someone on your or a co-insured's behalf have at their disposal. We understand monetary instruments to include credit card and bank cards with which you can make payments. You are however insured for damage to means of payment if the damage is caused by fire and/or water.

However, you are insured for damage to other items that you or a co-insured have at their disposal. We will pay a maximum of € 15,000 in compensation per incident.

Also are you insured for:

- f. damage to objects that a co-insured person under the age of 14 has at their disposal. If this insured person does this together with an insured person who is 14 or older, then you are not insured for this damage;
- g. damage caused by an awning, antenna (satellite dish), flagpole and/or a secondary window to a building or houseboat that you (or a co-insured) rent or occupy;
- h. damage to holiday accommodation that you (or a co-insured) actually use for a holiday. Or damage to the accompanying household effects. In this case you are only insured for damage caused by:
- fire;
 - water and/or steam that has unexpectedly flowed from a water pipe, heating system, air conditioning and/or sprinkler system due to a defect. This only applies to indoor installations;
 - water that has unexpectedly flowed from a drain and/or appliance that is connected to these indoor installations;
 - water that has overflowed from these installations and/or appliances;
- i. damage that a co-insured minor has caused while joyriding with a motor vehicle. You are only insured for this if:
- the joyriding was combined with violence; and/or
 - there is no liability insurance cover for the motor vehicle that was used for joyriding.

We will pay compensation for joyriding up to a maximum of € 15,000 per incident.

3.2.6 Hunting risks

You are not insured for damage related to the possession and/or use of a weapon while hunting.

3.2.7 Weapons

You are not insured for damage related to the illegal possession and/or illegal use of a weapon. This concerns possession or use of weapons as referred to in the Weapons and Ammunition Act (WWM).

3.2.8 Sexual conduct

You are not insured for the liability for damage caused by and/or arising from sexual or sexually oriented conduct of any kind by:

- a. you or a co-insured;
- b. one or more persons who belong to a group of persons to which you or a co-insured also belong. This also applies if you or your co-insured have not acted or failed to act in such a way.

3.2.9 Deliberate act

You are not insured for the liability for damage associated with deliberate unlawful acts or omissions directed against a person or object by:

- a. you or a co-insured;
- b. one or more persons who belong to a group of persons to which you or a co-insured also belong. This also applies if you or your co-insured have not acted or failed to act in such a way.

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

4 Damage

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

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

6 Review of rates and/or terms and conditions

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

7 Changes 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. In any case, you must do this within two months. You can read exactly which changes you have to notify us of below.

Note: You do not always have two months to do this. 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.

7.1.1 Changes in risk regarding liability insurance cover for private individuals (AVP)

You must notify us:

- if you relocate abroad. We also understand this to include the non-European territories of the Netherlands;
- if the composition of your family changes such that the category stated on your policy schedule no longer applies.

7.1.2 Continuation after changes in risk

- After you have informed us of a change, we will assess whether we can continue your insurance according to the acceptance guidelines, conditions and premiums at that time. We will also assess whether it is necessary to adjust the insurance policy.
- 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 changes in risk took place.
- 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.

7.1.3 Consequences of not notifying changes in risk

If you do not notify us or fail to notify us in time, then you can read below what consequences this may have:

- If 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 extra premium and insurance tax from the date of the change.
- 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.
- 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

- We can prescribe measures to limit the risk of damage.
- If we do that, we will inform you of these measures in writing.
- You must cooperate with these measures. If you refuse to cooperate, then your insurance policy will terminate one month after your refusal.

8 End of the insurance policy

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

9 Supplementary policy provisions

9.1 Personal data

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

9.2 Governing law

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

9.3 Complaints

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

10 Terrorism

Information about cover following an act of terrorism can be found in the HWTP policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism.