

Policy terms and conditions for limited comprehensive insurance for delivery vans

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

Version 2019

Contents

1	SCOPE OF THE COVER	3
1.1	INSURED SUMS	3
1.2	INSURED RISKS	3
1.3	VEHICLE RECOVERY, SURVEILLANCE AND TRANSPORT	3
1.4	EMERGENCY ASSISTANCE FOLLOWING DAMAGE	3
1.4.1	EMERGENCY ASSISTANCE IN THE NETHERLANDS	3
1.4.2	EMERGENCY ASSISTANCE ABROAD	3
2	CLAIM SETTLEMENT	4
2.1	COMPENSATION	4
2.2	WRITE-OFF	4
2.3.1	CALCULATION OF LOSS AMOUNT	4
2.3.2	THEFT	4
2.3.3	VEHICLE REGISTRATION CERTIFICATE AND KEYS	5
2.4	DAMAGE REPAIR	5
2.4.1	BENEFITS OF HAVING YOUR VEHICLE REPAIRED BY A REPAIR COMPANY APPROVED BY THE INSURER	5
2.4.2	HAVING YOUR VEHICLE REPAIRED BY A REPAIR COMPANY NOT APPROVED BY THE INSURER	5
2.5	LIMITATIONS TO TERRORISM COVER	5
2.6	PROPORTIONALITY	5
3	EXCLUSIONS	6
3.1	GENERAL EXCLUSIONS	6
3.2	DAMAGE IS CAUSED WHILE PARTICIPATING IN SPEED TRIALS OR RACES;	6
3.3	DAMAGE IS CAUSED WHILE THE MOTOR VEHICLE WAS BEING USED FOR:	6
3.4	DAMAGE IS CAUSED WHILE THE ACTUAL DRIVER OF THE MOTOR VEHICLE:	6
4	WAIVING RIGHT OF RECOURSE	6

1 Scope of the cover

1.1 Insured sums

The maximum insured sum for the motor vehicle is the sum stated on the policy schedule after 'Limited comprehensive insurance'. The insured sum is based on the current market value of the motor vehicle as notified by the policyholder, including additions and changes.

In addition to the insured sum, the insurance policy covers imaging and/or audio equipment that is installed to, on or in the motor vehicle that is not part of the standard version to a maximum of € 1,000.

1.2 Insured risks

The insurance policy covers the policyholder against damage to or loss of the motor vehicle – or parts thereof – due to:

- a. fire, stroke of lightning, explosion or short circuit;
- b. breakage of one or more of the motor vehicle' windows, including sunroofs, not in combination with other damage to the motor vehicle except by glass splinters from the broken windows, even if an inherent defect of the motor vehicle itself is the cause;
- c. joyriding with or theft of the motor vehicle – or parts thereof – or forced or attempted forced entry to the motor vehicle;
- d. fraud or unlawful appropriation of the motor vehicle by parties other than the policyholder;
- e. an external calamity occurring during the time that the policyholder did not have access to the motor vehicle as a result of the events referred to under c and d;
- f. collision with birds, wildlife or stray animals, however only if the damage is caused by the collision itself;
- g. storm (understood to mean wind speed of 14 metres per second, wind force 7 or higher), flooding, tidal wave, hail, avalanches, falling rocks, earthquake, landslide, volcanic eruption;
- h. riots (but not including hooliganism and vandalism);
- i. contact with aircraft or parts thereof;
- j. an external calamity occurring during the time that a haulage company is responsible for transporting the motor vehicle by another means of transport.

Compensation for damage due to the causes stated in this section does not affect the no-claim bonus scheme.

1.3 Vehicle recovery, surveillance and transport

In the event of damage covered by the insurance policy, unless otherwise specified in the terms and conditions, the insurer will pay the cost of vehicle recovery, essential security and, if the motor vehicle cannot be driven, transport of the motor vehicle to the nearest repairer.

1.4 Emergency assistance following damage

If your vehicle is damaged so that it cannot be driven, or that it is no longer safe to drive, or if the driver is not able to drive following an incident, and there is no other passenger who can drive the vehicle, then you can expect the following from us:

1.4.1 Emergency assistance in the Netherlands

If the damage occurred in the Netherlands, then we will arrange for you that:

- your vehicle will be salvaged and transported to a destination of your choice in the Netherlands;
- a taxi will be available to transport the passengers and their luggage to a destination of your choice in the Netherlands.

1.4.2 Emergency assistance abroad

If the damage occurred in one of the countries on your 'green card' and that is not crossed out, then we will arrange the following for you:

- We will have your vehicle recovered and transported to the nearest garage.

Note: If you arrange this yourself, we will reimburse a maximum amount of € 300.

- If your vehicle cannot be repaired within four days, then we will have it transported to a garage in the Netherlands. However, we will not do this if your vehicle is so badly damaged that the replacement value is lower than the transport costs. The replacement value is the amount required to purchase a comparable vehicle.

If the replacement value is lower than the transport costs, then we will have your stranded vehicle imported into the country where the damage occurred or have it scrapped. We will ensure that your luggage is returned to you in the Netherlands.

- We will arrange the return journey to the Netherlands for the occupants and their luggage. We will pay compensation to them for:
 - a taxi to the station;
 - a second class train ticket to the Netherlands;
 - a taxi from the station to their final destination in the Netherlands.

2 Claim settlement

2.1 Compensation

The insurer will pay compensation up to the amount of the insured sums:

- in the event of damage to the motor vehicle, only the repair costs;
- the difference between the value of the motor vehicle immediately before and after the damage occurred, if the cost of repairs will exceed that difference;
- in the event of loss of the motor vehicle, the value of the vehicle immediately before the incident. If compensation is settled on the basis of that the vehicle is a write-off (in a technical sense), the insurer reserves the right to transfer ownership of the motor vehicle to a party it designates.

Compensation of the damage will not take place until the policyholder has handed over all parts of the vehicle registration certificate to the insurer.

2.2 Write-off

If your vehicle is a total loss or is stolen, then it will be considered to be a write-off (technically or economically). In such cases, the following applies:

2.3.1 Calculation of loss amount

If your vehicle is a write-off you will receive compensation that we calculate as follows:

- If the incident occurred in the first twelve months of the vehicle first being registered, anywhere in the world, then you will receive the list price. This is the value of your vehicle according to the last known Dutch price list published by the manufacturer or importer.
- If the incident with your second-hand vehicle occurred within 12 months of your purchase, and you purchased the vehicle from an authorised BOVAG dealer or official brand dealer, then you will receive the purchase price.

The vehicle was not older than 6 years when you purchased it and you can prove when you bought the vehicle and how much you paid for it.

- If the damage occurred after these 12 months or paragraph a or b do not apply, then you will receive the replacement value of the vehicle, plus 10%. The replacement value is the value according to the ANWB/BOVAG price list.
If the current market value is greater, then the current value will apply.
- If the damage occurred after 12 months, then you will receive the replacement value of the vehicle, plus 10%. The replacement value is the value according to the ANWB/BOVAG price list.
- We will deduct the residual value from the list price and the replacement value plus 10%. This is the current value of your vehicle. You will never receive more compensation than the original list price of your vehicle.
- There is no deductible in the event of a write-off unless otherwise stated on your policy schedule. In that case we will deduct the amount of the deductible from the compensation payable.

In addition, if your vehicle is stolen or a write-off, you will receive a maximum amount of € 500, for example for alternative transport.

2.3.2 Theft

If your vehicle is stolen you must report this to the police immediately. We then have 30 days after you have reported this to the police to recover your vehicle, or to delegate this responsibility. Within this period we are authorised, on your behalf, to recover your vehicle from the person or authority where it may be found.

- If your vehicle is recovered within 30 days, then you will get your vehicle back. If the vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.
- If your vehicle is not recovered, then you will receive compensation for the value of the vehicle, in accordance with that stated in the Calculation of loss amount section. You will then be obliged to transfer ownership of your vehicle to us.

c. If your vehicle is recovered after 30 days and you have not yet received any compensation from us, then you may choose:

- to get your vehicle back; or
- to receive compensation for the value of the vehicle, in accordance with that stated in the Calculation of loss amount section.

If you opt to get your vehicle back, and your vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.

d. If your vehicle is recovered after 30 days and you have already received compensation from us, then you may still get your vehicle back. However, you must repay us the compensation we paid to you. If you opt for this and your vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.

2.3.3 Vehicle registration certificate and keys

In the event of a write-off we expect you to give us the following:

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

2.4 Damage repair

If your vehicle is damaged, then you can choose to have it repaired by any repair company, irrespective of whether we have approved that company. The conditions that apply are set out below.

2.4.1 Benefits of having your vehicle repaired by a repair company approved by the insurer

If you opt for a repair company approved by us, then the following conditions apply:

- You will not pay a deductible. If the damage concerns windscreen/window replacement, the deductible is € 75, which you must pay yourself.
- You will have the use of a replacement vehicle while your vehicle is being repaired, except if the work is limited to the repair or replacement of the windscreen or a window. The replacement vehicle consists of a standard delivery van (2.8 m³ loading space, 500 kg payload). If it transpires that your vehicle is a write-off, then you can use the replacement vehicle for a maximum of five days.
- We will pay the cost of repairing the damage directly to the repair company. You will not have to pay this yourself and reclaim the amount from us.
- The repairs will be guaranteed by a manufacturer or FOCWA warranty.

2.4.2 Having your vehicle repaired by a repair company not approved by the insurer

If you opt for a repair company that is not approved by us, then the following conditions apply:

- You must pay a deductible of € 150 for repairs to the windscreen/windows and/or other damage.
- You will receive the amount to be paid from us.

2.5 Limitations to terrorism cover

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then you will not receive any compensation. 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 Proportionality

If in the event of damage the insured sum transpires to be lower than the current value of the motor vehicle immediately prior to the incident, compensation will only be paid in the proportion of the insured sum to that current market value.

3 Exclusions

The insurer is not liable to pay compensation if:

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 Limited comprehensive insurance for delivery vans policy are given below.

3.2 Damage is caused while participating in speed trials or races;

3.3 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);

3.4 Damage is caused while the actual driver of the motor vehicle:

- a. is disqualified from driving a motor vehicle by a court ruling;
- b. does not hold a driving licence valid in the Netherlands for the motor vehicle category, unless the driver – has failed to renew the driving licence but is still entitled to drive, or – has passed the driving test less than 3 months prior to the incident but the required driving license has not yet been issued;

3.5 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;

3.6 at the time of the incident, the driver of the motor vehicle was under such influence of alcoholic beverages and/or any intoxicating or stimulating drug that they could not be deemed able to drive the vehicle properly;

3.7 with regard to a replacement motor vehicle, another insurance policy can be invoked, from an earlier date or otherwise;

3.8 the damage was 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 3.2 to 3.6 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.

4 Waiving right of recourse

The insurer waives its right of recourse to the compensation it has paid to:

- a. the driver and passengers authorised by the policyholder,
- b. the employer of the persons referred to under 4.a if he/she is liable for them, unless an exclusion applies.