

Policy terms and conditions for comprehensive insurance for delivery vans

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

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Contents

1	SCOPE OF THE COVER	3
1.1	INSURED SUMS	3
1.2	INSURED RISKS	3
1.3	VEHICLE RECOVERY, MONITORING AND TRANSPORT	3
1.4	EMERGENCY ASSISTANCE	3
1.4.1	REPLACEMENT TRANSPORT WITHIN THE NETHERLANDS	3
1.4.2	ASSISTANCE ABROAD IN THE EVENT OF BREAKDOWN	3
1.4.3	COMPONENTS FOR REPAIRS ABROAD	3
2	CLAIM SETTLEMENT	4
2.1	COMPENSATION	4
2.2	WRITE-OFF	4
2.2.1	CALCULATION OF LOSS AMOUNT	4
2.2.2	THEFT	4
2.2.3	VEHICLE REGISTRATION CERTIFICATE AND KEYS	5
2.3	DAMAGE REPAIR	5
2.3.1	BENEFITS OF HAVING YOUR VEHICLE REPAIRED BY A REPAIR COMPANY APPROVED BY THE INSURER	5
2.3.2	HAVING YOUR VEHICLE REPAIRED BY A REPAIR COMPANY NOT APPROVED BY THE INSURER	5
2.4	LIMITATIONS TO TERRORISM COVER	5
2.5	PROPORTIONALITY	5
3	EXCLUSIONS	6
3.1	DAMAGE IS CAUSED WHILE PARTICIPATING IN SPEED TRIALS OR RACES;	6
3.2	DAMAGE IS CAUSED WHILE THE MOTOR VEHICLE WAS BEING USED FOR:	6
3.3	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 'Comprehensive insurance'. The insured sum is based on the purchase price of the motor vehicle as notified by the policyholder, including the list price of additions and changes made when the vehicle was first registered to the first owner.

In addition to the insured sum, the following is also insured:

- to a maximum of € 1,000:
the parts attached to, on or in the motor vehicle that are not part of the standard version. This does not include imaging, audio or transmission equipment and related accessories.
- to a maximum of € 1,000:
the image and/or audio equipment installed to, on or in the vehicle that is not part of the standard version.
- to a maximum of € 1,000:
the loose specific car accessories that are in the vehicle at the time of the incident.

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's windows, including sunroofs, 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;
- 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;
- k. collision, overturning, sliding from the road and/or landing in water even if an inherent defect of the motor vehicle itself is the cause;
- l. any other external calamity.

Compensation for damage due to causes as those referred to in section 1.2 a to j does not affect the no-claim bonus scheme.

1.3 Vehicle recovery, monitoring 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

If your vehicle is damaged, we will provide emergency assistance as described in the terms and conditions of your third party liability insurance for delivery vans.

In addition, you can expect the following from us.

1.4.1 Replacement transport within the Netherlands

If you have suffered damage within the Netherlands, then we will arrange for you:

- a replacement vehicle for up to five days; or
- a taxi to take you to a destination of your choice in the Netherlands on the day of the incident.

1.4.2 Assistance abroad in the event of breakdown

If your vehicle breaks down in one of the countries stated on your 'green card' and that are not crossed out, we will provide emergency assistance. If necessary, we will arrange emergency repairs for you, so that you can continue your journey with the same vehicle.

If it is not possible to conduct emergency repairs, then we will ensure that your vehicle is towed to the nearest garage.

1.4.3 Components for repairs abroad

If your vehicle has to be repaired abroad and the mechanic needs spare parts for this, then we will reimburse the cost of ordering and delivering these parts. We will not reimburse

the cost of the spare parts or the actual repair work. If necessary, we will advance you these costs which you must repay later. However, if the costs amount to more than € 700, we may ask you to pay a deposit. In addition to all this, you may be entitled to compensation based on other articles in these terms and conditions.

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 total loss (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.

In the event of theft, joyriding, fraud or unlawful appropriation, the policyholder can only claim compensation if the motor vehicle cannot be recovered within 30 days after reporting the incident to the police.

During this period the insurer is authorised by the policyholder to reclaim the motor vehicle from the person found in possession of the motor vehicle. On acceptance of the compensation, the policyholder is obliged to transfer the property ownership rights relating to the compensated motor vehicle 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:

2.2.1 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 36 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 36 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 36 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.
- 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.

2.2.2 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.

- b. 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.

2.2.3 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.

2.3 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.

2.3.1 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.

2.3.2 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 all other damage.
- You will receive the amount to be paid from us.

2.4 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.

2.5 Proportionality

If in the event of damage the insured sum transpires to be lower than the actual amount of the original list price (as

described in section 1.1) plus the new value of additions and changes insofar as these have changed the standard version, compensation will only be paid in the proportion of the insured sum to that amount.

3 Exclusions

The insurer is not liable to pay compensation if:

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

3.2 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);

3.3 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;

3.4 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;

3.5 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;

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

3.7 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 3.1 to 3.5 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.

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.