

Standard terms and conditions for delivery van insurance

Standard terms and conditions

Version 2019

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1 Description of terms

The following definitions apply to these standard terms and conditions:

1.1 Policy schedule

The sheet accompanying this policy that states the details and further provisions pertaining to the terms and conditions of this insurance policy;

1.2 Area of insurance cover

The insurance policy applies in all countries stated on the insurance certificate (green card) and that are not crossed out.

1.3 Motor vehicle

- a. The motor vehicle described on the policy schedule;
- b. A similar motor vehicle not belonging to the policyholder that replaces the vehicle referred to under a. during the period in which it is temporarily unavailable for repair and/or maintenance;

1.4 List price

The list price is the value of your vehicle according to the last known Dutch price list published by the manufacturer or importer.

1.5 Purchase value

The purchase value is the amount you paid at an authorised BOVAG dealer for the vehicle. As upper limit for the purchase value we use the ANWB/BOVAG price list plus 10% of the month in which you bought the vehicle.

1.6 Write-off

Your vehicle is a technical write-off if you can no longer drive it safely and if repair is not possible or irresponsible.

Your vehicle is an economic write-off if the repair costs exceed the value of your vehicle before the incident occurred, less the residual value after the incident. The value of the vehicle before the accident is the value given in the ANWB/BOVAG price list.

1.7 Residual value

The residual value is the value of your vehicle following an incident.

1.8 Replacement value

The replacement value is the amount required to purchase a comparable vehicle. Under comparable vehicle we understand a vehicle of the same make, model and year of manufacture, in the same version and with comparable mileage. We determine this value using the ANWB/BOVAG price list.

1.9 Incident

Any incident or series of related incidents that could give rise to an obligation for the insurer to pay compensation.

2 Premiums

2.1 No-claim bonus

- a. If the policy schedule indicates that the no-claim bonus scheme applies, the following scale will apply to the premium owed depending on the number of claims in the previous policy year:

Premium according to tier 1 is payable following three or more claims in a single policy year.

- b. A claim does not affect the tier if:
 - the insurer is not liable to pay compensation;
 - the insurer has recovered the compensation paid in full;
 - the insured has repaid the insurer the full amount of the compensation paid within 1 year of being informed of the amount thereof.

The consequences of claim settlement agreements between insurers are not taken into consideration.

- c. A claim on the liability insurance or on the comprehensive insurance will influence the premium for both types of insurance.

no-claim bonus tier	premium percen- tage due	The move to another no-claim bonus tier takes place:		
		after one policy year without claim to tier:	with 1 claim to tier:	with 2 claims to tier:
19	25	19	14	8
18	25	19	13	7
17	25	18	12	7
16	25	17	11	6
15	25	16	10	6
14	25	15	9	5
13	30	14	8	4
12	32.5	13	7	3
11	35	12	6	2
10	40	11	6	2
9	45	10	5	1
8	50	9	4	1
7	55	8	3	1
6	60	7	2	1
5	65	6	1	1
4	75	5	1	1
3	85	4	1	1
2	95	3	1	1
1	125	2	1	1

2.2 Premium calculation

The premium is calculated in accordance with the details stated on the policy schedule. Changes to these details may result in a change in the premium.

2.3 Payment of premiums

The policyholder must pay the premium, the costs and/or the insurance tax in advance, and no later than the 30th day after the premium becomes due.

2.4 Restitution of premium

Upon termination of the insurance, other than due to bad faith on the part of the policyholder, the policyholder will be entitled to reimbursement of the premium for the period in which the insurance is no longer valid.

The policyholder will not be entitled to reimbursement in the circumstances referred to in section 5.3 unless further agreement is made to continue the insurance policy for another motor vehicle within 3 years after the date of termination.

3 Adjustment of premium and/or changes to the conditions

the insurer is entitled to adjust the premiums and/or terms and conditions of certain groups of insurance policies en bloc. If this policy belongs to that group, then the insurer has the right to adjust the premiums and/or conditions of this policy in line with those changes, to come into effect at the next premium due date.

The policyholder will be informed of the changes before the premium due date and will be deemed to have agreed to the changes unless the policyholder sends written notification to the contrary within 30 days of the premium due date at the latest. In which case the insurance policy will terminate on the relevant due date or – if the changes are refused later – at the time of refusal.

4 Notification of damage and further obligations in the event of damage

4.1 As soon as the insured is aware of an incident, he/ she is obliged to:

- inform the insurer as soon as possible;
- provide the insurer with all relevant information;
- immediately forward all documents received concerning the claim to the insurer;
- cooperate fully towards settling the case;
- provide all information truthfully;
- refrain from anything that might harm the interests of the insurer.

4.2 If an insured is convicted under criminal law, the insurer cannot oblige the insured to lodge an appeal.

5 End of the insurance policy

The insurance is terminated:

- 5.1** At the end of the contract if the policyholder or the insurer have given at least one month's written notice of termination to the other party;
- 5.2** in accordance with the provisions of section 3, if the policyholder refuses to accept the changes to the premiums and/or terms and conditions that the insurer may require in accordance with that section;

- 5.3** as soon as the policyholder or his/her heirs cease to have an interest in the motor vehicle and lose effective control over it; the policyholder or his/her heirs are obliged to inform the insurer as soon as possible, but in all cases within 30 days;
- 5.4** if the motor vehicle is usually kept abroad or will be given a foreign number plate, the policyholder is obliged to inform the insurer as soon as possible, but in all cases within 30 days;
- 5.5** following written notice by the insurer:
- within 30 days after the insurer has become aware of a claim that may lead to an obligation to pay compensation;
 - within 30 days after the insurer has granted or has rejected compensation under this insurance policy;
 - if the policyholder fails to pay the premium, costs or insurance tax for more than 3 months;
 - if the insured has deliberately misrepresented the facts in the event of an appeal to the policy.

In the cases referred to under 5.5 the insurance policy will terminate on the date stated in the termination letter. In such cases, the insurer will observe a notice period of at least 14 days.

6 Deliberate act

The insurer will only invoke Article 276 of the Dutch Commercial Code (the insured's own fault) against the insured if the damage is the intended or certain consequence of the acts or omissions of the insured.

7 Wilful damage/nuclear reaction

An insured person is not entitled to cover if the damage is caused:

- by or arises from an armed conflict, civil war, rebellion, civil commotion, riots or mutiny; the six forms of wilful damage stated, as well as the definitions thereof, form part of the text filed by the Dutch Association of Insurers (Verbond van Verzekeraars) with the registrar of the District court in The Hague, the Netherlands on 2 November 1981;
- during the time that the motor vehicle was requisitioned by a civil or military authority;

- by, occurred with or resulted from a nuclear reaction, irrespective of how the reaction originated.

Note: The personal information supplied with the application for insurance and any additional personal information provided may be stored in the insurance company's client information system. This registration is subject to a privacy regulation.

8 Suspensive condition

We may be forbidden from signing an insurance agreement with you based on national or international sanctions and/or rules.

The agreement cannot be finalised if you or another party concerned are mentioned on a national or international sanction list. We check this later, and that is why a 'suspensive condition' applies.

We conduct this check as soon as possible. If you or another party concerned do not appear on a sanctions list, then the agreement is valid from the commencement date stated on the policy schedule.

If a person does appear on a sanction list, then we will inform the applicant about this in writing. We will do this within 10 days of sending you the policy schedule.

The suspensive condition is:

The agreement comes into effect only if the result of the check shows that, pursuant to the sanctions law or regulations it is not forbidden to provide financial services for:

- policyholder;
- insured parties, co-insured or other persons and/or legal entities who could benefit from the existence of the agreement;
- representatives and authorised representatives of the policyholder's company;
- ultimate financial stakeholders in the policyholder's company.