

Policy terms and conditions

Comprehensive insurance for Classic cars

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.

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Contents

1	DEFINITIONS OF TERMS	3
1.1	TERMS USED	3
2	DESCRIPTION OF THE COVER	4
	COMPREHENSIVE INSURANCE COVER FOR CLASSIC CARS	4
2.1	SCOPE OF THE COVER	4
2.2	SUPPLEMENTARY COVER	4
2.3	EXTENT OF DAMAGE ASSESSMENT	5
2.4	WRITE-OFF	6
2.5	RETURN AFTER WRITE-OFF	7
2.6	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	7
2.7	COMPENSATION	7
3	EXCLUSIONS	7
3.1	GENERAL EXCLUSIONS	7
3.2	EXCLUSIONS TO COMPREHENSIVE INSURANCE COVER FOR CLASSIC CARS	7
4	DAMAGE	8
5	PREMIUMS	8
5.1	PAYMENT OF PREMIUMS	8
5.2	PENALTIES FOR FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS	8
5.3	RESTITUTION OF PREMIUM	8
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	10
8	END OF THE INSURANCE POLICY	10
8.1	TERMINATION BY POLICYHOLDER	10
8.2	TERMINATION BY INSURER	10
8.3	TERMINATION BY OPERATION OF LAW	10
8.4	DISSOLUTION	10
9	SUPPLEMENTARY POLICY PROVISIONS	11
9.1	PERSONAL DATA	11
9.2	GOVERNING LAW	11
9.3	COMPLAINTS	11
10	TERRORISM	11
11	ADDITIONAL DESCRIPTIONS	11

1 Definitions 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 classic car.

1.1.1 Classic car

In these terms and conditions we understand under a classic car to be the vehicle stated on your policy schedule.

This concerns the classic car as it was delivered by the manufacturer or importer, including:

- replacement parts that have been fitted to the classic car and that are equivalent to the original parts; and
- parts that you have notified us about.

1.1.2 Accessories

We understand accessories to be all objects that are not necessary for your classic car to function normally, but that supplement the standard equipment. For example: a roof rack, roof box, warning triangle, fire extinguisher, towing cable or spare lamps.

1.1.3 Imaging, audio, telecommunications and computer equipment

- a. Imaging and audio equipment. This concerns equipment:
 - fitted to your classic car 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:

- a. data carriers, such as CDs and memory cards;
- b. software;
- c. loose consumable items.

1.1.4 The glass in your classic car

We understand glass to be:

- a. the glass or plastic windows and/or windscreen of your classic car;
- b. the sunroofs of your classic car;
- c. the materials required to fit these windows.

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 insured 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 classic car pending proper repairs. For example, a temporary replacement of a component or glass.

1.1.7 Current market value

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

1.1.8 Forced entry

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

1.1.9 Residual value

The value of your classic car following an incident.

1.1.10 Write-off

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

Your classic car is an economic write-off if the repair costs exceed the value of your classic car before the incident occurred, less the residual value after the incident.

2 Description of the cover

Comprehensive insurance cover for classic cars

2.1 Scope of the cover

This insurance policy covers the material damage that you incur due to damage or loss of your classic car 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 classic car 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 classic car.
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 classic car. In this case you are only insured if:
 - damage to your classic car is caused by a fire or explosion as described in the Additional descriptions section;
 - damage to your classic car is caused by a short circuit.
 - the glass of your classic car is broken;
 - your classic car was involved in a collision, rolled over, skidded off the road or landed in water;
 - your classic car has landed on its side;
- c. theft or attempted theft of your classic car or components thereof;
- d. joyriding or attempted joyriding with your classic car;
- e. fraud or unlawful appropriation concerning your classic car. 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 classic car is damaged in an insured incident, and it will take a while before the damage 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 classic car are damaged, have been stolen or have gone missing as a result of an insured incident then we will pay compensation for the damage.

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 classic car 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 € 1,000 per incident. This concerns equipment:

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

2.2.5 Storage and security

If you cannot use your classic car as a direct consequence of an insured incident and you therefore have to store or secure your classic car 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.

2.2.6 General average

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

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 2.7: 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 classic car

2.3.2.1 Repair

- If the damage to your classic car can be repaired, then we will determine the loss amount based on the cost of the repairs. If parts necessary for the repairs are no longer available, then we will determine the amount of the loss based on the most recent known common price for the parts.
- We will only base the loss amount based on the repair costs if the repair costs are lower than the compensation you would receive if repair would not be possible.

2.3.2.2 No repair

If it is not technically possible to repair the damage to your classic car, 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 classic car immediately prior to the incident and the residual value immediately after the incident.

We are entitled to transfer the remnants of your classic car, 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 fitted to your classic car have been damaged or the imaging, audio, communications and computer equipment belonging to your classic car has 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 classic car is a write-off if it cannot be repaired or has disappeared completely. If this loss is due to an insured incident, then 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 classic car 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 classic car 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 classic car to the Vehicle Crime Insurance Agency (Verzekeringbureau Voertuigcriminaliteit - VbV).

2.4.2 Recovery

If your classic car 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 classic car has disappeared following such an incident, then we have 30 days after you have reported this to the police to recover your classic car, or to delegate this responsibility. Within this period we are authorised, on your behalf, to recover your classic car 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 classic car after you have given us:

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

You are obliged to give us these objects if your classic car is stolen or has disappeared, and also if your classic car 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 classic car 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 classic car due to theft, joyriding, fraud and/or unlawful appropriation, then four things can happen:

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

If you opt to get your classic car back and your classic car has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your classic car, then we will pay compensation for that damage. If your classic car is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

- d. Your classic car is recovered after 30 days and you have already received compensation from us. In that case you may get your classic car back. However, you must repay us the compensation we paid to you. If you opt for this and your classic car has suffered damage that occurred after the theft, joyriding, fraud and/or unlawful appropriation, when you did not have the use of your classic car, then we will pay compensation for that damage.

If your classic car is a write-off, then we will pay compensation in accordance with that stated in the Extent of damage assessment section.

2.5 Return after write-off

If your classic car is an economic or technical write-off then you can ask us if you can keep your classic car.

- a. If we agree that you can keep your classic car, you do not have to give us your vehicle registration certificate or registration card, your keys and your property ownership rights, as described in the Write-off section.
- b. If we do not agree that you can keep your classic car then your obligations as stated in the Write-off section remain in effect.

2.6 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.

2.7 Compensation

2.7.1 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.

2.7.2 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 classic cars policy are given below.

3.2 Exclusions to comprehensive insurance cover for classic cars

3.2.1 Government requisition

You will not receive compensation for damage that occurred during a period that your classic car 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 classic car in speed trials or races. In such cases you will only receive compensation if you can demonstrate that:

- someone used your classic car 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 classic car for transport of persons or objects for payment (not including private transport in return for a contribution towards the costs);
- b. use of your classic car as a teaching vehicle;
- c. rental or lease of your classic car, 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 classic car 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 classic car was driven by a person:

- a. who was not qualified to drive, for example because they did not have a valid driving licence, 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 classic car 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 classic car 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 classic car.

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 classic car.

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

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.

5.4.2 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.

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 classic cars

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

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

changed.

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

- d. you intend to use your classic car otherwise than stated on your policy schedule;
- e. your address changes;
- f. another person will drive your classic car regularly.

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 classic car or transfer ownership to someone else, then your cover for this vehicle ends. If you replace your classic car 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 classic car otherwise than stated on your policy schedule or another person will drive the classic car 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.

7.1.3 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 classic car. 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 classic cars that you have taken out with us for this classic car is terminated, then your comprehensive insurance for classic cars 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

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

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

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.

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.