

Policy terms and conditions Third party liability insurance for motorbikes

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	4
2.3	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	5
3	EXCLUSIONS	5
3.1	GENERAL EXCLUSIONS	5
3.2	EXCLUSIONS TO THIRD PARTY LIABILITY INSURANCE COVER FOR MOTORBIKES	5
4	DAMAGE	6
4.1	OBLIGATIONS IN THE EVENT OF DAMAGE	6
4.2	PENALTIES FOR FAILURE TO COMPLY WITH OBLIGATIONS IN THE EVENT OF DAMAGE	6
4.3	OTHER INSURANCE POLICY, PROVISION, OR SETTLEMENT	6
4.4	OBLIGATION TO PAY	6
4.5	PAYMENT TO THIRD PARTIES	6
4.6	RIGHT OF RECOURSE	6
5	PREMIUMS	6
5.1	PAYMENT OF PREMIUMS	6
5.2	PENALTIES FOR FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS	6
5.3	RESTITUTION OF PREMIUM	6
5.4	PREMIUM CALCULATION	6
6	REVIEW OF RATES AND/OR TERMS AND CONDITIONS	7
7	CHANGES IN THE RISK	7
7.1	CHANGES IN RISK	7
7.2	RISK LIMITATION	8
8	END OF THE INSURANCE POLICY	8
9	SUPPLEMENTARY POLICY PROVISIONS	8
9.1	PERSONAL DATA	8
9.2	GOVERNING LAW	9
9.3	COMPLAINTS	9
9.4	ACCRUING NO-CLAIM BONUS	9
9.5	LOWER BONUS AFTER A CLAIM	9
10	TERRORISM	10

1 Description 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 motorbike;
- c. persons who drive or ride on your motorbike with your permission;
- d. your employer or the employer of another insured person, but only if they are liable as employer for the behaviour of their employees.

1.1.2 Motorbike

In these terms and conditions we understand a motorbike to mean:

- a. the motorbike stated on your policy schedule;
- b. the replacement motorbike you drive during the period in which your own motorbike is temporarily unavailable for repair and/or maintenance. This motorbike does not belong to you and is equivalent to the motorbike stated on your policy schedule.

1.1.3 WAM

WAM is the abbreviation used for the Dutch Motor Insurance Liability Act [Wet Aansprakelijkheids verzekering Motorrijtuigen]. This states, among other things, which motor vehicles must be insured and what the insurance must cover.

1.1.4 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 incident. But only if you have the opportunity to do so.

2 Description of the cover

Third party liability insurance cover for motorbikes

2.1 Scope of the cover

This insurance covers your liability for damage caused by you or a co-insured with or by your motorbike. This concerns damage to persons or property.

You are only insured for this if the damage was 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.
- d. Your motorbike is normally kept in the Netherlands.

We will pay compensation per incident to the maximum of the insured amounts stated in your policy schedule. If the incident occurred outside the Netherlands and a higher statutory maximum applies in that country then we will pay up to that maximum amount.

If this amount is lower than the statutory maximum in the Netherlands then we will pay compensation up to the amount of the statutory maximum in the Netherlands.

You are not insured for:

- e. damage that occurred during loading or unloading your motorbike;
- f. damage or injury to the driver of your motorbike. By this we mean personal injury or damage to his/her own property;
- g. damage to your own property or to property owned by the holder, keeper or driver of your motorbike. This also applies to damage to property that you or your co-insured are carrying and that does not belong to either of you, and to property that is carried with your motorbike. However, you are insured for damage that you cause to passengers' property.

2.1.1 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, including any damage from this loss.

2.1.2 WAM

- a. in the Netherlands a motorbike must be insured for third-party liability. That applies even if you do not drive your motorbike.

These requirements are set out in the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen] (WAM).

With this third-party liability insurance you meet these requirements.

This also means that you meet the insurance requirements applicable in other countries within the area of insurance cover.

- b. If you or a co-insured have caused damage with a motorbike that you are using temporarily to replace your own motorbike, then this damage is only covered if the holder or keeper of this motorbike is not insured and you and/or your co-insured are liable for the damage.

2.1.3 Area of insurance cover

You are only insured for damage that you or a co-insured cause in the countries stated on your 'green card' and not in those that are crossed out.

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 total 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, 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 up to the maximum insured amount stated on your policy schedule. This amount will be in addition to any compensation paid.

2.2.2 Defence

If you (or a co-insured person) are held liable for damage and you incur costs for legal support, then we will pay you

supplementary compensation for this. This concerns costs incurred 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, a co-insured party or us. We will also reimburse the costs of the proceedings that you, your co-insured or we have had to pay;
- 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 an authorised government authority requires a deposit for damage that you or a co-insured have caused with your motorbike, then we will pay the deposit up to a maximum of € 50,000 for all insured parties together. We will only do this if the government authority demands the deposit to:

- release you or your co-insured;
- cancel the attachment on your motorbike.

In such circumstances we expect you or your co-insured to:

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

2.2.5 Own vehicle

If you (or a co-insured) cause damage with or by your motorbike to another motor vehicle or another trailer that you own, and that damage is not insured, then we will pay compensation to a maximum of € 50,000, per incident.

You will not receive compensation for:

- a. damage that is the direct result of the first damage;
- b. the depreciation of the other motor vehicle or the trailer.

2.2.6 Transport of injured persons

If you (or a co-insured) transport an injured person on your motorbike and your motorbike suffers damage as a result, then we will pay compensation for that damage. Per incident you will receive up to the maximum insured amount stated on your policy schedule. This amount will be in addition to any compensation paid.

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 damage is not insured. 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 Third party liability insurance for motorbikes policy are given below.

3.2 Exclusions to third party liability insurance cover for motorbikes

3.2.1 Government requisition

You are not insured for damage that occurred during the period that your motorbike was requisitioned by a civil or military authority.

3.2.2 Contests

You are not insured for damage caused due to participation with your motorbike in:

- a. rallies, skill trials and rides for which a competent authority has granted a permit;
- b. speed trials or races.

In such cases you are only insured if you can demonstrate that:

- someone used your motorbike 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 are not insured for damage that occurred during:

- a. the use of your motorbike for transport of persons or objects for payment (not including private transport in return for a contribution towards the costs);

- b. use of your motorbike as a teaching vehicle;
- c. rental or lease of your motorbike.

In such cases you are only insured if you can demonstrate that:

- someone used your motorbike 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 are not insured for damage that occurs while your motorbike 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 Unauthorised driver

You are not insured for damage caused by a driver who did not have your permission to drive your motorbike.

In such cases you are only insured 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.

3.2.6 Deliberate act

You are not insured for damage caused by a deliberate act or omission towards another person or object by:

- yourself or a co-insured;
- 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

4.1 Obligations in the event of damage

You can read about your obligations in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.2 Penalties for failure to comply with obligations in the event of damage

You can read about the consequences of failure to meet your obligations in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.3 Other insurance policy, provision, or settlement

If the damage is covered and may be compensated by another insurance policy, provision or scheme then the conditions in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions apply.

4.4 Obligation to pay

You can read about the time frame within which we are obliged to pay compensation in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.5 Payment to third parties

You can read about the rules that apply for payment to other parties in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

4.6 Right of recourse

4.6.1 Right of recourse on the insured

In accordance with the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen] (WAM)] we are often obliged to pay compensation for damage for which you are liable. We can pay this compensation directly to those concerned or agree an out-of-court settlement with them. If this concerns damages that we normally do not reimburse (see the Exclusions section), then we are entitled to recoup this damage from you or a co-insured.

4.6.2 Subrogation

We can recover the compensation that we have paid on your behalf from the persons and/or legal entities who are liable for this damage.

If this damage was caused by the conduct of one of the persons and/or legal entities mentioned below, then we will only recoup the damage from them if they as insured person would not have had cover for these acts.

This concerns:

- a. third parties;
- b. other persons and/or legal entities, namely:
 - a co-insured person;
 - your spouse, registered partner or other life companion, or that of your co-insured;
 - blood relatives in the direct line to you or a co-insured;
 - your employee, employer or colleague, or that of your co-insured.

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 Factors that determine the premium

5.4.1.1 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 as described in the 'Review of rates and/or terms and conditions' section.

5.4.1.2 Right to terminate the policy

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. 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.

5.4.2 Premium calculation following a claim

- a. Based on the number of claim-free years you have accrued, you may receive a discount on your premium. The discount percentage is stated in the no-claim bonus tier table in the Supplementary policy provisions section.
- b. If you incurred damage that affects your no-claim bonus, we will apply a lower discount percentage to your new premium. This new premium will apply from the first new policy year after the claim date. We will adjust the number of claim-free years on your policy schedule.
- c. If you wait until the new policy year to claim damage that occurred in the previous year, we will apply the lower discount percentage retrospectively from the first day of the policy year following the date the damage was incurred. And you will have to pay the additional premium due.

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 third party liability insurance cover for motorbikes

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

- a. you have replaced the motorbike stated on your policy schedule with another motorbike;
- b. you have sold your motorbike or transferred ownership to another person;
- c. your motorbike's vehicle registration number has changed;
- d. your motorbike has been stolen, misappropriated or seized.

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

- e. you intend to use your motorbike otherwise than stated on your policy schedule;
- f. your address changes;
- g. another person will drive your motorbike regularly;
- h. the average number of kilometres per annum you drive will change significantly from that stated on your policy schedule.

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, misappropriation

- a. If you sell your motorbike or transfer ownership to someone else, or your motorbike is stolen, unlawfully appropriated or seized then your cover for this vehicle ends. If you replace your motorbike 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 motorbike otherwise than stated on your policy schedule or another person will drive the motorbike 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.

7.1.2.3 Change of address, change in mileage

If only your residential or business address changes or the average number of kilometres per annum you drive will change significantly from that stated on your policy schedule, then we will adjust your premium based on these changes.

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

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

9.1.1 Processing personal data on application for and/or change to an insurance policy

If you apply for or change an insurance policy with us, we will request personal data that we need to:

- agree and execute your insurance policy;
- conduct marketing and research;
- prevent and combat fraud;
- conduct statistical analyses;
- comply with statutory requirements.

For this we can request data from the Central Information System Foundation (CIS) in The Hague. For this we adhere to the CIS Foundation's privacy regulations.

We can also consult information about your claim-free years in the central Roy-data database managed by the EPS Foundation in Apeldoorn. You can also request this information yourself via www.roy-data.nl.

9.1.2 Processing personal data in the event of damage

If you notify us of damage, we will ask you for the data we need to process your case.

We exchange your damage and insurance information with the Central Information System Foundation (CIS) in The Hague. For this we adhere to the CIS Foundation's privacy regulations. This also applies to the parties we engage when processing your claim.

9.1.3 Providing personal data to third parties

We may pass on your personal data to parties involved in the claim, such as assistance and service providers, loss adjusters and repair companies. We may also pass on your details to the person who caused the damage, other persons involved and/or their insurers.

9.1.4 Processing personal data on termination of the insurance policy

When your insurance policy terminates, we will have information about your claim-free years registered in the central Roy-data database managed by the EPS Foundation in Apeldoorn.

Only motor vehicle insurers who participate in Roy-data have access to this information.

If your number of claim-free years is negative, as indicated in the no-claim bonus tier table, then we may also pass on the details of your claim-free years to the CIS Foundation. The CIS Foundation's own privacy regulations apply to this.

9.1.5 Applicable code of conduct

We adhere to the code of conduct for financial institutions regarding processing personal data. This also applies to the parties we engage when processing your claim. You will find this code of conduct on the Dutch Association of Insurers website www.verzekeraars.nl.

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.

9.4 Accruing no-claim bonus

The number of no claim years that you have accrued determines your discount percentage on your premium. You can see this in the following no-claim bonus tier table. For each policy year that you do not claim on your Third party liability insurance for motorbikes, Extra insurance for Motorbikes and/or Comprehensive motorbike insurance policy or policies you will move up a tier in the table. The highest tier is tier 21.

When you have reached the highest tier in the table, you will not receive any additional discount for additional claim-free years. If you have another claim-free year, we will register that and inform you at the end of the policy year.

We also register the number of claim-free years with Roy-data when your policy terminates as described in the HWTP terms and conditions in the 'End of the insurance policy' section.

9.5 Lower bonus after a claim

If you have made a claim for damage and we have paid full or partial compensation in a policy year then you will go to a lower tier in the no-claim bonus tier table. Your new discount percentage will apply from the first policy year after the claim date.

If you wait until the new policy year to claim damage that occurred in the previous year, we will apply the lower discount percentage retrospectively from the first day of the policy year following the date the damage was incurred. And you will have to pay the additional premium due.

No-claim bonus tier table

The no-claim bonus tier table on the following page indicates your discount percentage per tier, and the influence a claim has to the tier applicable.

No-claim bonus tier table

Tier	Discountpercentage	After one policy year				
		Without claim to tier	With 1 claim to tier	With 2 claims to tier	With 3 claims to tier	With 4 or more claims to tier
21	80	21	16	11	6	1
20	80	21	15	10	5	1
19	80	20	14	9	4	1
18	79	19	13	8	3	1
17	78	18	12	7	2	1
16	77	17	11	6	1	1
15	76	16	10	5	1	1
14	75	15	9	4	1	1
13	72,5	14	8	3	1	1
12	70	13	7	2	1	1
11	65	12	6	1	1	1
10	60	11	5	1	1	1
9	55	10	4	1	1	1
8	50	9	3	1	1	1
7	45	8	2	1	1	1
6	40	7	1	1	1	1
5	35	6	1	1	1	1
4	25	5	1	1	1	1
3	15	4	1	1	1	1
2	5	3	1	1	1	1
1	-25	2	1	1	1	1

No reduction in your no-claim tier

Your no-claim discount percentage will not be affected if the claim you submit is due to:

- transport of injured persons; and/or
- an accident with a cyclist or pedestrian for which you or a co-insured person is not at fault.

Your no-claim discount percentage will not change if the claim you submit is for damage:

- that we have not reimbursed;
- that we have reimbursed without being obliged to do so;
- that we have recovered in full;
- that you have paid or repaid in full within twelve months of us informing you of the compensation amount. In that case, we will reinstate your number of claim-free years.

If we have reached compensation agreements with other insurers, these will not affect your claim-free years.

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