

Policy terms and conditions Third party liability 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

11	DESCRIPTION OF TERMS	3
1.1	TERMS USED	3
2	DESCRIPTION OF THE COVER	3
	THIRD PARTY INSURANCE COVER FOR CLASSIC CARS	3
2.1	SCOPE OF THE COVER	3
2.2	SUPPLEMENTARY COVER	4
2.3	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	4
3	EXCLUSIONS	5
3.1	GENERAL EXCLUSIONS	5
3.2	EXCLUSIONS TO THIRD PARTY LIABILITY INSURANCE COVER FOR CLASSIC CARS	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
8.1	TERMINATION BY POLICYHOLDER	8
8.2	TERMINATION BY INSURER	8
8.3	TERMINATION BY OPERATION OF LAW	8
8.4	DISSOLUTION	8
9	SUPPLEMENTARY POLICY PROVISIONS	8
9.1	PERSONAL DATA	8
9.2	GOVERNING LAW	8
9.3	COMPLAINTS	8
10	TERRORISM	9

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 owner or the holder of your classic car;
- c. persons who drive your classic car with your permission or who are passengers in the car;
- d. your employer or the employer of another insured person, but only if they are liable as employer for the behaviour of their employees.

1.1.1 Classic car

In these terms and conditions we understand a classic car to mean:

- a. the classic car stated on your policy schedule, including the parts and accessories that are fitted in or on your classic car;
- b. the replacement vehicle you drive during the period in which your own classic car is temporarily unavailable for repair and/or maintenance. This vehicle does not belong to you and is equivalent to the classic car stated on your policy schedule;
- c. a trailer attached to the above-mentioned vehicles. Or that, after being attached to the motor vehicle has been or become detached but is still in traffic. Therefore, this does not concern a trailer that is in your garage;
- d. the load that is attached to, is on, or in the above-mentioned vehicles or trailer. Or has fallen from the vehicle or trailer.

1.1.2 WAM

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

1.1.3 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.

2 Description of the cover

Third party insurance cover for classic cars

2.1 Scope of the cover

This insurance covers your liability for damage caused by you or a co-insured with or by your classic car. 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 classic car 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 caused with or by the load carried by your classic car during loading or unloading;
- f. injury to the driver of your classic car. Here, we only mean personal injury.

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 classic car must be insured for third-party liability. That applies even if you do not drive your classic car. 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 classic car that you are using temporarily to replace your own vehicle, then this damage is only covered if the holder or keeper of this classic car 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. If applicable, this amount is in addition to any compensation for damage.

2.2.2 Defence

If you (or a co-insured) 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, your co-insured 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 classic car, 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 classic car.

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 classic car 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 € 75,000, per incident. You will not receive compensation for:

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

2.2.6 Transport of injured persons

If you (or a co-insured) transport an injured person in your classic car and the interior of your classic car 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. If applicable, this amount is in addition to any compensation for damage.

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 classic cars policy are given below.

3.2 Exclusions to third party liability insurance cover for classic cars

3.2.1 Government requisition

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

3.2.2 Contests

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

- rallies, skill trials and rides for which a competent authority has granted a permit;
- speed trials or rides, irrespective of whether a competent authority has granted a permit.

In such cases you are only insured 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 are not insured for damage that occurred during:

- the 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);
- use of your classic car as a teaching vehicle;
- rental or lease of your classic car.

In such cases you are only insured 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 are not insured for damage that occurs while your classic car was driven by a person:

- who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- 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 classic car.

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 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.

5.4.2 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 for third party liability 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;
- d. your classic car has been stolen, misappropriated or seized.

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

- e. you intend to use your classic car otherwise than stated on your policy schedule;
- f. your address changes;
- g. 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, misappropriation

- a. If you sell your classic car or transfer ownership to someone else, or your classic car is stolen, unlawfully appropriated or seized, 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

We may terminate your insurance policy for various reasons. You can find the conditions for us terminating your insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

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.

8.4 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.