

# **Policy terms and conditions Insurers emergency service for third party liability insurance**

**Version 2019**

### **1 Entitlement to emergency assistance**

The insured is entitled to assistance and/or compensation of the costs as described in paragraphs 2 and 3 of these conditions if:

- reference is made to this on the policy schedule;
- the emergency assistance is provided and/or the costs are agreed or incurred in consultation with and after approval of the VHD Emergency Centre/VHD TravelCare;
- the entitlement to help is demonstrated by presenting the Insurer's assistance card;
- the insured cooperates fully;
- the emergency assistance can be provided and is not hindered by a natural disaster.

### **2 Emergency assistance in the Netherlands, VHD Emergency Centre**

The right to assistance arises when the motor vehicle and/or the trailer or sidecar attached to it can no longer be driven – due to an accident, fire or any other external calamity, not including a mechanical defect – and/or as a result the driver is no longer able to drive the motor vehicle and none of the passengers is authorised and able to take over the driving.

Emergency assistance in the Netherlands includes:

- a. vehicle recovery and transport of the damaged motor vehicle and/or the trailer or sidecar to one address in the Netherlands, to be determined by the insured;
- b. transport of the driver and any passengers with their personal belongings by taxi to one address in the Netherlands, to be determined by the driver.

### **3 Emergency assistance outside the Netherlands, VHD TravelCare**

The right to assistance arises when the motor vehicle and/or the trailer or sidecar attached to it can no longer be driven – due to an accident, fire or any other external calamity, not including a mechanical defect – and/or as a result the driver is no longer able to drive the motor vehicle and none of the passengers is authorised and able to take over the driving.

Emergency assistance within the area covered abroad includes:

- a. reimbursement of the necessary expenses incurred for recovering and towing the motor vehicle to the nearest garage where the damage can be assessed and/or repaired;

- b. transport of the damaged motor vehicle and/or the trailer or sidecar to one address in the Netherlands, to be determined by the insured, providing that:
  - this object cannot be repaired within 4 working days, even by means of emergency repairs, such that the journey, onward or return, can be undertaken in a technically responsible manner;
  - the cost of this transport is less than the current market value of the stranded object; if the transport costs are higher, the cost of import or destruction of the stranded object – on the spot – will be reimbursed; in that case, the insured is also entitled to compensation for the cost of transporting the luggage to the Netherlands;
- c. the cost of the return journey for the driver and any passengers if the journey cannot be made with the motor vehicle based on that stated under b.

The following travel costs will be reimbursed:

- taxi to the nearest train station;
- train ticket to the train station in the Netherlands that is closest to the final destination;
- taxi from that station to the final destination.

### **4 Referral and right of recourse**

Where emergency assistance rights overlap, the VHD Emergency Centre and VHD TravelCare will not refer the insured to alternative assistance providers.

VHD and/or the insurance company retain the right to recover costs from other insurers.

### **5 Policy deductible and no-claim bonus**

Emergency assistance is not subject to a deductible. Making use of emergency assistance does not affect the no-claim bonus scheme.