

Policy terms and conditions

Trading stock insurance – garage package

These are the specific terms and conditions that apply to your trading stock insurance.

This insurance forms part of your garage package insurance.

The provisions of these terms and conditions relate to:

- **cover for damage to objects that are part of your trading stock (comprehensive cover; see articles 1 to 1.7);**
- **liability cover for driving under trade plates (articles 2 to 2.5).**

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1 Comprehensive cover

1.1 Insured objects

1 Objects in your trading stock

Cover applies to objects in the trading stock of the policyholder and their business, such as:

- registered/unregistered motor vehicles,
- agricultural vehicles and equipment,
- any other object that may be reasonably purchased or sold as part of the business activities stated in the policy.

Any such object must, at the time of an insured incident:

- be in a building or on the site located at the risk address stated in the policy,
- or be situated in traffic driven under a professional registration known to the insurance company.

2 Ownership/consignment

It must be demonstrated that an object that is part of the trading stock is the property of the policyholder or their business. This means that their name must appear on the motor vehicle's registration certificate (if the vehicle is registered). If the policyholder or their business is not the owner of the object, the object will only be considered to be part of the trading stock if it can be demonstrated that the object has been consigned to the policyholder or their business by another party.

3 Accessories

The accessories of any insured object are also covered.

Insured accessories are defined as:

- non-standard parts and items attached to the object, and
- safety equipment such as fire extinguishers, first aid kits and tow ropes.

4 Non-insured objects

Comprehensive cover is not provided if the insured object is:

- an object sold under a hire purchase agreement by the policyholder or their business;
- a bus or coach.

1.2 Insured parties

The insured party is the policyholder. This also means that the policyholder is the person entitled to receive compensation.

1.3 Description of the cover/motor vehicles and equipment

1 Age of the motor vehicle

If a motor vehicle is not classed as equipment, the extent of

cover depends on the age of the motor vehicle:

- full cover for motor vehicles that are 10 years (120 months) old or less;
- limited cover for motor vehicles older than 10 years (120 months). Cover will lapse as soon as your motor vehicle reaches 20 years (240 months) old.

2 Age of the equipment

If a motor vehicle is classed as equipment, the extent of cover depends on the age of the equipment:

- full cover for equipment that is 7 years (84 months) old or less;
- limited cover for equipment older than 7 years (84 months).

3 Definition of full cover

Full cover is provided for damage to or loss of the motor vehicle due to:

- an incident described in point 4 below;
- collision, overturning or skidding off the road and/or landing in water even if an inherent defect is the cause;
- any other unexpected, external event, including vandalism.

4 Definition of limited cover

Limited cover is provided for damage to or loss of the motor vehicle due to:

- fire, explosion or spontaneous combustion, even if this is caused by an inherent defect;
- lightning;
- theft, including attempted theft, joyriding, unlawful appropriation and loss;
- glass breakage: broken or cracked front, side or rear window or sunroof, provided that the incident caused no damage to the motor vehicle other than any interior damage caused by glass shards, which is also covered;
- collision with wild or stray animals or birds; this cover applies only to damage caused directly by the collision;
- storm (at least wind force 7), as a result of which the motor vehicle blows over (while stationary) or objects hit or land on the motor vehicle;
- impact of hailstones on the bodywork during a storm (at least wind force 7);
- a natural disaster such as a flood, tidal wave, avalanche, earthquake, volcanic eruption, falling rocks, collapse and/or landslide;
- riots or disturbances;
- contact with an aircraft or spacecraft or any part thereof, including objects falling from an aircraft or spacecraft;

- damage caused while transporting the motor vehicle, except scratches and scrapes; cover is not provided when hoisting and towing the motor vehicle. Cover is not provided if the exclusion under article 1.5.4 applies.

5 Special cover

Cover is also provided for:

- the costs of a new transfer of ownership certificate in the event of the loss thereof as a result of insured damage;
- the costs associated with the preventive replacement and installation of keys, locks, transponders and chip cards, if necessary as a result of theft of the entire key safe as referred to in article 1.5, point 1;
- any contribution demanded from the policy holder towards the cost of saving a vessel transporting the motor vehicle in an emergency situation.

1.4 Description of the cover/other objects

For any object other than a motor vehicle, agricultural vehicle or equipment, cover is only provided for damage or loss resulting from an incident described in the previous article under 'Definition of full cover' (article 1.3, part 3).

1.5 Exclusions

In addition to the exclusions in article 8 of the standard terms and conditions, further exclusions apply to the cover provided under this insurance.

1 Preventing theft: general

Cover is not provided for theft or loss of the motor vehicle if it appears that:

- the vehicle was not properly locked and was not in a properly locked area, such as a showroom at the policy risk address, at the time of the theft or loss;
- the vehicle was in a properly locked area at the policy risk address at the time of the theft or vandalism, but the keys and any documents relating to the object were not stored in a designated key safe approved by the insurance company.

This exclusion does not apply if work was being performed on the motor vehicle at the time of the incident.

2 Preventing theft: equipment

Notwithstanding the prevention requirement in point 1 above, equipment must be secured against theft in line with Vehicle Crime Insurance Agency (Verzekeringsbureau Voertuigcriminaliteit – VbV) Class W1 or W2 while in the custody of, on loan or on hire to third parties.

3 Tyre damage

Cover is also provided for damage that is exclusive to the tyres or caterpillar tracks of the vehicle.

4 Transport by a haulier

No cover is provided for damage caused to an object carried in trust by a haulier from the importer to the policyholder's business or being delivered to a person entitled to make a claim.

5 Hired or leased

No cover is provided for damage to a motor vehicle or object while it is under hire, lease, hire purchase agreement or lien.

1.6 Claim settlement

1 Claim settlement by repair

If the damage can be repaired, the insurance company will reimburse the repair costs up to the difference between the value immediately before the incident (the current market value) and the value immediately after the incident (residual value). The current market value of an insured motor vehicle – if a passenger car or motorbike – is determined in accordance with article 1.7.

2 Claim settlement if the vehicle is a write-off

If the vehicle is a write-off, the amount paid out will be the current market value of the object, less the residual value. Apart from theft, unlawful appropriation or loss, write-off means that the repair costs exceed the difference between the current market value and residual value.

3 Transfer of ownership following write-off

In the event of write-off, a claim will only be paid out once all ownership rights to the motor vehicle have been transferred to the insurance company or a party designated by it, including all keys and registration documents belonging to the vehicle, if available.

4 Compulsory police report

In the event of damage related to theft, unlawful appropriation, fraud or loss, the insured party must report the incident to the police.

A claim will only be paid out if the object has not been traced or found within 30 days of the police report being filed.

5 Accessories/compensation for equipment

Loss or damage of any accessories attached to the motor vehicle is reimbursed in so far as the maximum amount that applies (see point 6) is sufficient.

For any visual, sound, telecommunication and/or navigation equipment installed in the vehicle, a maximum of €9,000 will be reimbursed.

6 Maximum compensation

If the policy states that a maximum amount of compensation applies per object, the amount of compensation as determined in accordance with the provisions of the preceding paragraphs will be paid out up to that maximum. If multiple insured motor vehicles are affected in the same incident, this insurance will never pay out more than the insured amount for all objects together in the insured trading stock, as stated in the policy, subject to any maximum amount per object.

7 Deductible/special deductible for damage to windows and/or windscreen

If the policy states that a deductible applies to damage under this cover, this will be deducted from the amount paid out. If multiple objects are involved in the same incident, these will be subject to a single deductible, not a deductible per object.

If the damage is limited to window glass:

- no deductible will be charged for repair;
- a deductible of € 150 will be charged for replacement.

8 Special deductible for theft of equipment

In the case of equipment, the insurance company may invoke the exclusion in article 1.5 point 2, which sets out that damage does qualify for compensation, but subject to a special deductible. This deductible is 10% of the fixed amount of compensation, but no less than € 2,000, in lieu of the deductible referred to under point 7 unless the latter is higher.

1.7 New value scheme for passenger cars/motorbikes/tractors

1 Passenger cars/motorbikes up to 36 months old

If the insured motor vehicle is a passenger car, a motorbike or a tractor, that is not older than 36 months at the time of the incident, with reference to the issue date of the registration certificate for the new, ex-factory motor vehicle, and:

- the new value of the insured passenger car or tractor at that time does not exceed € 100,000, excluding VAT, or
- the new value of the motorbike at that time does not exceed € 25,000, excluding VAT, then the following rules apply when determining the current market value.

2 New value in the event of damage within 12 months

If the vehicle is less than 12 months old at the time of the incident, then the new value will be used as the current market value.

This is the price of a new passenger car, tractor or motorbike of the same make, model and version as the insured vehicle, including any accessories and delivery charges.

4 New value depreciation in the event of damage after 12 months

If the vehicle is older than 12 months but not more than 36 months at the time of the incident, the new value will be used as the current market value as referred to in point 2, but reduced by 1% for each month or part thereof by which the motor vehicle is older than 12 months.

5 Option of higher amount of compensation

If the repair costs are estimated to exceed two-thirds of the current market value, as determined in accordance with the provisions above, you are entitled to receive the current market value, minus the residual value, if you wish. This provision is intended to provide, in relevant situations, a higher amount of compensation than if it were calculated according to the foregoing provisions in this article.

6 Maximum compensation

The provisions laid down in this article do not entitle you to receive any amount higher than the maximum compensation referred to in article 1.6, point 6.

2 Liability cover for driving with trade plates

2.1 Insured objects

Cover for motor vehicles that form part of the trading stock as defined in article 1.1 while being driven in traffic under trade plates known to the insurance company is provided, in so far as the trade plates are:

- registered in the name of the policyholder or their business, and
- known to the insurance company, e.g. by registering the trade plates with Automeld and the legal requirements for driving with trade plates are complied with. The latter means that it is not permitted to produce more than one set of trade plates for a trade registration number.

2.2 Insured parties

An insured party is defined as:

- the policyholder, as the owner, holder or keeper of the vehicle;
- the policyholder's subordinates, when using the motor vehicle as a driver or passenger with the policyholder's permission;
- any other owner, holder or keeper, driver or passenger of

the motor vehicle, directly or indirectly authorised by the policyholder;

- the employer of such persons, in so far as liable for damage caused by one of them on the basis of article 6:170 of the Dutch Civil Code.

2.3 Description of the cover

1 Cover for liability: general

Cover is provided for the insured party's liability for damage to persons and objects, including any resulting damage, caused with or by the insured motor vehicle.

The insurance company guarantees that the cover meets the requirements of the Dutch Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen – WAM), even if any provision in these terms and conditions is in breach thereof.

2 Damage caused by loading

Cover is provided for the insured party's liability for damage caused by objects that are being transported by or fall/had fallen from a motor vehicle.

Liability for damage caused by objects while being loaded onto or unloaded from the motor vehicle are not covered.

3 Insured amount

The insurance company will pay out up to the insured amounts stated in the policy for property damage and personal injury for each incident for all insured parties together. If the applicable legislation of a country other than the Netherlands stipulates a higher amount, then such an amount applies as the maximum insured amount.

4 Area of insurance cover

An incident that gives rise to an insurance claim must have occurred in the Netherlands, Belgium, Luxembourg or Germany.

5 Compensation for legal costs/statutory interest

Cover is also provided for:

- the costs of any legal proceedings brought by or with the approval of the insurance company;
- the costs of legal assistance on behalf of the insurance company;
- the costs associated with defending a claim in proceedings brought by the injured party against the insured party and/or the insurance company;
- statutory interest on the insured part of the damage suffered by the injured party/parties.

All such fees are in addition to the compensation paid out as a result of a damage suffered in an insured incident.

This means that the amount paid out may be above the maximum compensation defined in point 3 of this article.

6 Damage to other insured motor vehicles

This insurance covers damage caused by or with an insured motor vehicle to another motor vehicle whose owner or keeper is the policyholder, in so far as:

- the incident occurred on the public highway and/or the policyholder's site, and
- the insurance company would have also covered the damage if the damage was suffered by a person other than the policyholder.

Any consequential damage (damage other than to the motor vehicle) and depreciation are not covered.

7 Security deposit

If, in connection with a covered claim or circumstance, a foreign government requires a security deposit in order to release an insured party or motor vehicle, the insurance company will provide an advance of up to a maximum of € 50,000. Insured parties must cooperate fully regarding the repayment of the advance paid by the insurance company.

8 Transport of injured persons

Cover is provided for damage caused to the interior of an insured motor vehicle caused when transporting injured persons for free.

2.4 Exclusions

In addition to the exclusions in article 8 of the standard terms and conditions, further exclusions apply to the cover provided under this insurance.

1 Theft/violence

Cover is not provided for liability of persons who have acquired the motor vehicle by theft or violence, or persons who knowingly use the vehicle in such a case without a valid reason.

2 Unlawful driver

Cover is not provided for liability for damage or for the damage itself, caused if the driver of the motor vehicle has not yet reached the statutory age required to drive the motor vehicle and/or is not in possession of a valid driving licence as prescribed by law for that motor vehicle; The insurance company will waive this exclusion if the driver:

- is a subordinate of the policyholder, and
- is at least 16 years old, and
- the damage was caused on the policyholder's site or within the buildings belonging to the policyholder's business.

3 Driving under the influence of alcohol/intoxicating substances

Cover is not provided for the driver's liability at the time of the incident if they were under the influence of alcoholic beverages or any other intoxicating substance, such that they could not have been deemed fit to drive, or if they had been banned from lawfully operating the motor vehicle. However, the policyholder's liability is covered if it can be demonstrated that the circumstances referred to occurred outside their knowledge or against their will and that in all reasonableness, they cannot be blamed for this.

4 Other uses/competition driving

Cover is not provided for liability for damage caused while the motor vehicle:

- was being used in any way other than reported to the insurance company, and/or
- was being used to participate in competitions or speed trials, including any training for such events, with the exception of treasure hunt (puzzelrit) events held in the Netherlands within a period of less than 24 hours and in which speed was not the most important factor.

5 Damage during seizure

Cover is not provided for liability for damage caused while the motor vehicle was being seized or requisitioned by any government authority.

6 Certain objects

Cover is not provided for liability for damage to:

- the motor vehicle itself, except in cases of damage to the interior when transporting injured persons free of charge (see article 2.3, point 8);
- objects transported by the motor vehicle, except in the case of normal hand luggage and clothing worn by the occupants;
- objects possessed or used, but not owned, by the insured party held liable;
- any object attached to the motor vehicle;
- objects owned by the policyholder, unless the insured party held liable is a subordinate of the policyholder or their business and the damage was caused while the motor vehicle was being operated on behalf of the policyholder, under one of the business activities stated in the policy; nor does this exclusion apply to claims for damage to other insured vehicles (see article 2.3, point 6).

7 Hired or leased

No cover is provided for liability for damage while the motor vehicle is subject to a hire, lease or hire purchase agreement or lien at the time of the incident.

2.5 Claim settlement/right of recourse

1 Claim settlement with injured parties

The insurance company is entitled to settle the damage directly with any injured party or persons or body entitled in any other way, or agree an out-of-court settlement with them. Any decisions made by the insurance company are binding on the insured party.

2 Right of recourse: general

If the insurance company is required under the WAM or any equivalent foreign legislation to pay compensation that is not covered by the insurance, the insurance company is entitled to recover any payouts from the policyholder and the insured party who was held liable. The insurance company will not invoke this right of recourse against any insured party who is not the policyholder, who may assume in good faith that their liability for the damage is covered.

3 Right of recourse of deductible

The right of recourse also applies to any deductible that is not deducted from the compensation paid to the injured party/parties. This deductible will always be charged to the policyholder.