

# Policy terms and conditions Household contents insurance

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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## Description of terms

#### 1.1 Terms used

#### 1.1.1 Insured

The insured parties are:

- a. the policyholder. This is the person who has taken out this insurance policy and who ensures that the premium is paid:
- all persons who live together with the policyholder and form a family unit. But only if they have a financial interest in the insured objects, for example, joint ownership;
- c. any other person named on the policy schedule.

When we write 'you' in these terms and conditions, we mean all insured parties.

#### 1.1.2 Household contents

All items that belong to your household, including mopeds, antennas, awnings and pets. This concerns only items considered to be 'movable property'.

Moveable property does not include:

- a. money and valuable papers such as cheques or share certificates;
- b. vehicles (except mopeds), including spare parts and accessories;
- c. caravans and trailers, including spare parts and accessories;
- d. vessels, including spare parts and accessories;
- e. others people's belongings;
- f. computer files, other digital information files and software, except the standard software on your computer.

#### 1.1.3 Tenants improvements

The part that you as tenant have in immovable property that you:

- have applied to the property at your own expense after the rental contract came into effect; or
- have acquired for payment from the previous tenant.

The following provisions also apply:

a. The objects are located in, on or adjacent to (part of) the building in which your household contents are located.

- This concerns changes, improvements and expansions to your home, such as a kitchen, bathroom, panelling, parquet floor, shed or fence.
- Damage to these objects will not be repaired and/ or compensated by the owner of the building or their insurance company.
- d. This does not include the glass belonging to your home.

#### 1.1.4 Building

Immovable property with foundations including:

- everything that normally goes with a home (such as a central heating boiler);
- all other structures, such as a garage, garden shed, hobby greenhouse, outdoor area, sauna, bathhouse, swimming pool, outdoor kitchen, stables, store room, fencing, entrance gate;
- c. the foundations.

The following are not considered part of the building:

- d. the ground;
- e. garden landscaping and plants;
- f. awnings and antennas;
- g. illuminated signage.

#### 1.1.5 Home

Part of a building that is intended as a dwelling for private individuals. This includes outbuildings and private spaces and storage areas in the building that are intended for private use.

#### 1.1.6 Standard software

Computer software that you have acquired legally and that is intended for sale to the general public (mass sales).

#### 1.1.7 Audiovisual and/or computer equipment

- a. Imaging and audio equipment, such as televisions, radios, CD, DVD and mp3 players, tuners, amplifiers, turntables, microphones, loudspeakers and photo, film and video cameras.
- b. Receivers, transmitters and navigation equipment, such as telephones, route planners and GPS devices.
- c. Computer equipment and peripheral devices, such as PCs, laptops, tablets, smartphones, gaming computers, scanning, printing and copying machines and webcams.



This also includes:

- d. the usual accessories and (separate) components, such as antennas, decoders, modems, battery chargers, power cables, game controllers, headphones, tripods and bags;
- e. data, image and sound carriers, such as CDs, DVDs, USB sticks, memory cards and LPs. This concerns not only the data carriers themselves, but also the data they held at the time of purchase.

The condition for this is that it was obtained legally and is intended for sale to the general public (mass distribution);

- f. standard software for your computer;
- g. items that you need to use the equipment mentioned above, such as ink cartridges, toner and paper or photo paper:
- h. wearable devices (equipment worn on the body) such as smartwatches, smart glasses, fitness bands, and virtual reality headsets.

### 1.1.8 Jewellery

Jewellery and watches, that:

- are intended to be worn on the body or clothing; and
- are made of or contain precious metals, other metal, stone, mineral, ivory, coral or blood coral, pearls or other similar materials.

#### 1.1.9 Cash and/or securities

- a. Coins and banknotes in all currencies that are legal tender.
- b. Securities:
  - all paper (and plastic cards) that are worth money, such as telephone cards, postage stamps, share certificates, gift vouchers, vouchers, savings stamps, lottery tickets and entrance tickets;
  - cheques, credit cards and passes that you can use to make payments.

#### 1.1.10 The glass in your home

- a. Glass and plastic intended to allow light to enter and that is part of the building.
- b. Accompanying fixings.

#### 1.1.11 Loss aversion

Measures that you or someone else on your behalf 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.

#### 1.1.12 Temporary measures

An essential temporary provision made to insured objects during or after an incident pending proper repairs.

#### 1.1.13 Clearance

Clearance of insured objects at the location of the buildings and of the adjacent plots.

We understand clearance to mean demolishing, clearing, removal, dumping and destroying.

#### 1.1.14 Clean-up

- a. Investigating, cleaning, tidying up, storing, destroying and/or replacing soil, ground water and/or surface water to remove contamination.
- Isolate the contamination (for example by placing a sheet piling) including loss aversion and emergency measures.
   Clean-up does not include re-landscaping the plot.

#### 1.1.15 New value

The amount required to purchase a new equivalent object.

#### 1.1.16 Current market value

The value of an object at a certain point in time. We calculate the current market value by subtracting an amount from the new value equivalent to the depreciation, for example due to ageing or wear and tear.

#### 1.1.17 Forced entry

An attempt to enter a building without permission, where a barrier, such as a door or window, has been opened by force. As a result, the barrier is visibly damaged.

## 2 Description of the cover Household contents cover

#### 2.1 Scope of the cover

This insurance policy covers:

- Material damage to your own household contents or other insured objects;
- The loss of these objects due to theft; or
- The loss of these objects due to an insured incident.

You will find an overview of insured incidents in the Insured incidents section.



Note! You are not insured if you lose any of these items.

To qualify for compensation, the insured objects must be in the home stated on your policy schedule or in one of the locations described in the 'In other places' section.

We only cover this damage if:

- a. the incident occurred after the cover commenced; and
- b. when you took out this insurance it was not certain this incident would take place.

This cover also applies to an insured incident that is the result of an inherent defect. This a cause that does not come from outside, but a defect in the insured object itself.

The compensation you will receive for this damage will not exceed the sum insured, except in the case of:

- smartphones and tablets: the maximum compensation for these items is € 1,000 per incident per device;
- laptops: the maximum compensation for these items is € 1,750 per incident per device;
- 'wearable devices' (such as 'smart watches' and 'smart glasses'): the maximum compensation for these items is € 750 per incident per item;
- jewellery: the maximum compensation in the event of theft is € 6,000. If you have indicated a higher maximum sum for jewellery than this € 6,000 and this is stated on your policy schedule.

Then, in the event of theft, you will receive this higher insured sum. If the loss you incur due to theft is higher than the amount stated on your policy schedule, then we will increase the compensation by a maximum of 25% of the amount stated on your policy schedule.

This 25% excess cover does not apply to the standard € 6,000 insured sum in the event of jewellery theft.

In addition, we also provide cover for tenants improvements; in other words, damage to changes to the rented property you have made or acquired from a previous tenant. This also falls under the insured sum. However, tenants improvements are not covered here if these are insured separately.

#### 2.1.1 Insured incidents

An insured incident is damage caused by:

a. a sudden external cause that you could not foresee or expect and that affects your property. If your property

- breaks due to wear and tear or corrosion we do not consider this to be an insured incident;
- any inherent defect: this refers to damage to objects caused by a defect in or on your property. So not a defect in the insured object itself;
- c. theft or attempted theft

#### 2.1.2 In other places

In the first place, your property is insured in your own home. If your property is elsewhere and it is damaged by an insured incident, then the following rules apply:

#### 2.1.2.1 Indoors

If your insured objects are not in your home, but in the basement storage or communal areas of the building where you live, for instance the hall or lift, then you will receive compensation for loss or damage.

If your property in these areas is damaged or gone missing due to theft or vandalism, then you will only receive compensation if the perpetrator entered the building or area by force. We call this forced entry.

#### 2.1.2.2 Outdoors

if your insured objects are outside your own home, but within the boundary of the ground belonging to your home, for example in the garden, then you will receive compensation for loss or damage if it concerns:

- a. garden furniture, garden tools, flagpoles, laundry, awnings, or antennas;
- all other movable property, except if it is damaged or gone missing due to theft or vandalism, or attempted theft or vandalism. In that case you will not receive any compensation;
- c. tenants improvements, or changes to the premises that you have made or acquired from a previous tenant.

#### 2.1.2.3 Elsewhere in the Netherlands

If your insured objects are at another address in the Netherlands than the address stated on your policy schedule, then, if they are lost or damaged you will receive compensation under the following conditions:

a. If it concerns objects you have temporarily removed from your home or that you have just purchased, and these are taken or returned to the address stated on your policy schedule within three months, then you will receive



- compensation if an insured incident occurs within these three months.
- b. If it concerns objects that you have temporarily placed at a different address because you are renovating or moving house, then you will receive compensation if an insured incident occurs within one year. In all other cases, the rules stated in the Changes to the risk section apply.

Whether you actually receive the compensation will depend on location of the items concerned. If an insured incident occurs, you will always receive compensation if the objects are located:

- c. in an inhabited dwelling; or
- d. in a common area of the building to which the home belongs, or in another building, but not a beach hut or garden shed. Note: if the objects under point d are damaged or have gone missing due to theft or vandalism, then you will only receive compensation if the perpetrator entered the building or area by force. We call this forced entry.
- e. If the objects concerned are in a properly locked garage or storage space, then you will receive compensation if:
  - the damage or loss was caused by theft; and
  - the perpetrator opened the storage area by force (forced entry).

The maximum compensation is € 5,000 per incident.

f. In a car: if the objects concerned are in a car, then you will only receive compensation for theft or damage if the space where your objects were was properly locked and the car shows traces of forced entry. If you take items from your household contents in your car abroad, they are only insured if the trip does not last longer than 24 hours.

#### 2.1.2.4 Elsewhere in Europe

If your insured objects are located elsewhere else in Europe, then you will receive compensation for loss or damage if:

- it concerns objects you have temporarily removed from your home or that you have just purchased; and
- these objects, insofar as you still have these, are taken or returned to the address stated on your policy schedule within three months.

You will only receive compensation if the loss or damage is caused by:

a. fire, fire extinguishing, explosion, stroke of lightning, or air traffic;

- scorching, singeing, charring, heating up or melting as a result of heat radiation from a burning, incandescent, or hot object or contact with such an object;
- c. induction or power surge due to a stroke of lightning.

#### 2.1.2.5 Transport

If your insured objects are lost or become damaged during transport within the Netherlands, and you transport these items because you move house or because you have taken them for repair or to a storage facility, then you will receive compensation if the loss or damage is caused by:

- a. fire, fire extinguishing, explosion, stroke of lightning, or air traffic;
- scorching, singeing, charring, heating up or melting as a result of heat radiation from a burning, incandescent, or hot object or contact with such an object;
- c. induction or power surge due to a stroke of lightning;
- d. a violent robbery or extortion involving physical violence against persons, or threats to do so;
- an accident involving the means of transport, an item that falls out of its fastening or a defect in a device used for loading and unloading, such as a crane or forklift truck.

#### 2.2 Supplementary cover

This insurance policy covers the costs that we describe hereafter if the conditions stated in the Scope of cover section are met. This also applies if the amount claimed is higher than the insured sum.

#### 2.2.1 Loss aversion

If your insured objects are damaged, or are likely to be damaged due to an insured incident, you must take measures to prevent and/or limit further damage. 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. This amount will be in addition to any compensation paid.

#### 2.2.2 Temporary measures

If you have to make temporary repairs to your insured objects as a result of an insured incident, then we will reimburse these costs. Per incident you will receive compensation up



to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.3 Clearance

If clearance work has to be conducted due to an insured incident in and/or around your home, then we will reimburse the costs of this work if it is not already included in the damage assessment.

Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.4 Clean-up

If the soil, ground water and/or surface water in the vicinity of your home, or of the adjacent plots, has to be cleaned up as a result of an insured incident, then we will reimburse the costs., if all the following conditions are met:

- a. The contamination was not present before the incident or has increased due to the incident. In the latter case, we will reimburse the clean-up costs to a maximum of the additional costs of the clean-up due to the incident.
- b. The contamination exceeds the limits (target value or corresponding value) for soil and/or water pollution. This concerns the limits set by the authorities for the location at the time the contamination was first discovered.
- c. You have incurred the clean-up costs yourself and/or in consultation with us, and/or the costs were incurred on your behalf and/or charged to you based on lawfully exercised administrative enforcement.
  - Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

## 2.2.5 Garden

If the garden and/or plants are damaged as a result of an insured incident, then we will reimburse the costs of repair and replacement. But we will not do this if the damage was caused by one of the following:

- Storm
- Precipitation
- Subsidence or landslide, due to soil or sand being washed away, or otherwise
- · Theft or attempted theft
- Vandalism
- A fallen tree

 Severe local precipitation as described in the Additional descriptions section.

Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.6 Cash and/or securities

If you have lost cash or securities, (such as bank cards or vouchers) as a result of an insured incident, or these have become so damaged that they are unusable, then we will pay compensation for this up to  $\in$  1,500 per incident.

If it concerns securities, then you will only receive compensation if you have complied with the regulations stipulated by the issuing authorities for this purpose.

You will not receive compensation for loss caused by misuse of a card with PIN.

#### 2.2.7 Trailers and/or vessels

If as a result of an insured incident the following items are lost or are damaged:

- your caravan, trailer, vessel or components and accessories thereof; or
- spare parts and accessories belonging to your motor vehicle (except a moped) then we will pay you compensation for this if these objects are for your private use and are located in your home. In this case, the maximum compensation is € 2,500 per incident.

#### 2.2.8 Investigation/restoration

If your insured objects have suffered damage due to an insured incident, and more material damage occurs while investigating and/or repairing the damage already caused, then we will reimburse these costs. Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

## 2.2.9 Housing/food

If you have to incur extra costs for housing and food as a direct result of an insured incident, and this incident occurred at the address stated on your policy schedule, then we will reimburse these costs as long as these are reasonable.

If you do not start to repair or replace the damaged or lost items as soon as possible, or you decide to move



permanently to another home, then we will reimburse these additional costs for a maximum of ten weeks.

Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.10 Transport/storage

If as a direct consequence of an insured incident, you have to transport your insured objects to or from the most suitable repair or storage location, and/or you have to store your objects there, then we will reimburse these costs for as long as necessary.

If you do not start to repair or replace the damaged or lost items as soon as possible, or you decide to move permanently to another home, then we will reimburse these additional costs for a maximum of ten weeks.

Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.11 Objects belonging to third parties

If objects belonging to third parties were lost or damaged result of an insured incident, then you will receive compensation for these if:

- the objects are similar to those of your own household contents; and
- you must compensate this damage based on a legal or contractual obligation.

You will receive a maximum of € 5.000 per incident.

#### 2.2.12 Rented home

If your rented home is damaged as a result of an insured incident, and you must compensate this damage based on a legal or contractual obligation, then you will receive compensation for this. For example, this concerns:

- a. damage to wallpaper, whitewash, paintwork or panelling;
- b. damage to the home due to burglary and/or forced entry, or an attempt to do so;
- c. damage to equipment and/or installations in your home belonging to utility companies;
- d. costs for investigating and repairing a defect in:
  - water pipes, heating, air conditioning or sprinkler system in your home; or

- the supply and return pipes or appliances connected to these systems.
  - These costs include the necessary breaking and repair work in your home. You will only receive compensation for the costs if:
- the defect was caused by frost; and/or
- as a result of this defect, water or steam unexpectedly flowed away causing damage to your insured objects.
   You will receive a maximum compensation of € 5,000 per incident for each installation affected.

#### 2.2.13 House keys

If your house keys are stolen, we will reimburse the cost of replacing your locks. In this case, the maximum compensation is € 1,000 per incident.

#### 2.2.14 Business equipment

If objects you use for your own business are damaged due to an insured incident, then we will pay compensation for this up a maximum of € 5,000 excluding VAT per calendar year.

#### 2.3 Extent of damage assessment

We will assess the extent of the damage as follows.

#### 2.3.1 Damage assessment

We will appoint an expert or loss adjuster to determine the extent of the 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.

If we agree with you that two loss adjusters will assess the damage, each of us will appoint their own loss adjuster. These loss adjusters and/or their employers must comply with the Dutch Association of Insurers (Verbond van Verzekeraars, www.verzekeraars.nl) 'Loss Adjuster's Code of Conduct'. If these loss adjusters cannot agree on the extent of the damage, they will jointly appoint a third loss adjuster, who will determine the final loss amount. This will be in between the loss amounts determined by the other two loss adjusters.

#### 2.3.2 Assessing the damage to your household contents

We will assess the extent of the damage to your home based on the cost of repair, new value, current market value, or value as antique or rare item. We explain what this means in



paragraphs 2.3.2.1 to 2.3.3.

Note! We will not pay compensation for differences in colour or materials in the repaired parts and undamaged parts of your home.

#### 2.3.2.1 Repair/new value

- a. If we determine the loss amount based on repair of your damaged objects, then we will reimburse the costs of this repair. From this we deduct an amount for usable remnants. If the value has depreciated after repair, then we will increase the loss amount by this reduction in value.
- b. If we determine the loss amount based on the new value of your damaged objects, then we will calculate this amount based on the difference between the new value immediately before and immediately after the incident.
- c. If the loss amount based on repair is greater than the amount based on the new value, then we will opt for compensation based on the new value.
- d. We will only determine the loss amount based on the repair or new value if we do not base this on the current market value or value as antique or rare item.

#### 2.3.2.2 Current market value

If we determine the loss amount based on the current market value of your insured objects, then we will calculate this amount based on the difference between the current market value immediately before and immediately after the incident. We will not do this is we take the value as antique or rare item and if one of the following situations applies:

- a. The current market value of the object is less than 40% of the new value, then we will pay compensation based on the current market value.
- b. You have acquired the object second hand.
- c. You no longer use the object for its original purpose.
- d. The object is a moped, caravan, trailer, vessel or other motor vehicle but not a moped, if these are included in the insurance cover, including accompanying spare parts and accessories.
- e. The objects belong to a third party.

#### 2.3.2.3 Value as antique or rare item

If we determine the loss amount based on the value of your insured objects as antique or rare item, then we will calculate this amount based on the difference between the value immediately before and immediately after the incident. We

will do this for objects for which it is customary to use this method to determine the loss amount.

## 2.3.3 Determining the damage to tenants improvements and/or rented home

if you live in a rented home then your tenants improvements are included in the insurance cover. This concerns changes, such as a kitchen or bathroom, that you have made to your home at your own expense, or have acquired from the previous tenant. We will assess the value of your tenants improvements as follows:

We will first calculate the cost of repair or rebuilding. From this we deduct an amount for usable remnants.

If the value has depreciated after repair, then we will increase the loss amount by this reduction in value.

#### 2.4 Indexation

- a. Your insurance policy is indexed based on the most recent index for household contents published by Statistics Netherlands (CBS). We adjust the insured sum and therefore the premium annually.
- b. We do not consider indexation to be a change to the premium as described in the Premiums section, and neither do we consider it to be an amendment to the insurance policy as described in the Review of rates and/ or terms and conditions section.

#### 2.5 Underinsurance

If your insured sum is lower than the value of your insured objects at the time we determine the damage, then you will receive a lower compensation amount for this damage. We calculate this compensation based on the ratio between the insured sum and the value of your insured objects immediately before the incident. We will not pay more compensation than the maximum amounts for the various parts of the cover.

## 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 not receive any compensation. 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.



### 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. If the value has depreciated after repair, then you will receive a higher amount. We will only opt for repair if this is a reasonable settlement for you.

#### 2.7.2 Compensation in cash

#### 2.7.2.1 Household contents

If we opt for no or only partial compensation in kind, then you will receive a one-off cash payment for the damage.

#### 2.7.2.2 Tenants improvements/rented home

- a. If the changes to your rented home that you have made yourself or acquired from the previous tenant, the socalled tenants improvements, are damaged, then we will determine the compensation based on the repair or rebuilding value. You will then receive an advance amounting to 50% of this amount.
- b. You will receive the remainder of the compensation after you have demonstrably had the damaged part of your home repaired or rebuilt. You must do this at your own expense within three years. The total compensation amount will never exceed the actual amount spent on the repair or rebuilding work. You will only receive a higher amount if the value is lower after the repairs have been completed.

## **Cover for glass**

This cover only applies if this is stated on your policy schedule.

#### Scope of the cover 2.1

With this cover you are insured for broken glass in your home or associated buildings, such as a shed. We only cover this damage if it is caused by an insured incident and if:

- a. the incident occurred after this cover commenced; and
- b. when you took out this cover it was not certain this incident would take place.

#### 2.1.1 **Insured incidents**

An insured incident is when the glass in your home or associated buildings breaks due to:

- a. a sudden external cause that you could not foresee or
- b. an inherent defect, a fault in the glass that occurs suddenly and that you could not foresee or expect.

#### **Supplementary cover** 2.2

With the Cover for glass you are insured for the following costs, if the conditions stated in the Scope of cover section are met. This also applies if the loss amount is higher than the total insured sum.

#### 2.2.1 Loss aversion

If the glass in your home or associated buildings is damaged due to an insured incident, you must take measures to prevent and/or limit further damage. 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. This amount will be in addition to any compensation paid.

#### 2.2.2 Temporary measures

If you have to make temporary repairs to the glass in your home or associated buildings as a result of an insured incident, then we will reimburse these costs.

Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### 2.2.3 Clearance

If glass has to be cleaned up around your home or associated buildings as a result of an insured incident, then we will reimburse the costs of this work if it is not already included in the damage assessment. Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

#### **Extent of damage assessment**

We will assess the extent of the damage as follows.

#### 2.3.1 Damage assessment

We will appoint an expert or loss adjuster to determine the extent of the 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.

If we agree with you that two loss adjusters will assess the damage, each of us will appoint their own loss adjuster. These loss adjusters and/or their employers must comply with the Dutch Association of Insurers (Verbond van Verzekeraars, www.verzekeraars.nl) 'Loss Adjuster's Code of Conduct'. If these loss adjusters cannot agree on the extent of the damage, they will jointly appoint a third loss adjuster, who will determine the final loss amount. This will be in between the loss amounts determined by the other two loss adjusters.

#### Limitations to obligation to pay 2.5 compensation

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then you will not receive any compensation. 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

#### Compensation 2.6

#### 2.6.1 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. If the value has depreciated after repair, then we will pay you supplementary compensation for this. We will only opt for repair if this is a reasonable settlement for you.

## 2.6.2 Compensation in cash

If we do not opt for compensation in kind or we opt for partial compensation in kind, then you will receive the compensation amount in a single payment.

This amount will be equal to the price of the glass, including fitting costs and the accompanying fixings. If the value has depreciated after repair, then you will receive a higher amount.

#### **Exclusions** 3

#### **General exclusions** 3.1

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 All-in household contents insurance policy are given below.

#### **Exclusions to Household contents cover** 3.2

#### Earthquake and/or volcanic eruption

You will not receive compensation for damage caused by an earthquake or volcanic eruption as described in the Additional descriptions section.

#### 3.2.2 Flooding

You will not receive compensation for damage caused by flooding as described in the Additional descriptions section. However, we will pay compensation for:

- a. damage caused by fire and/or explosion due to flooding;
- b. damage caused by severe local rainfall, such as described in the Additional descriptions section

### 3.2.3 Damage that occurs gradually

You will not receive compensation for damage caused by:

- a. wear and tear, discoloration, ageing, deformation, decay and corrosion (rust formation);
- b. insects, vermin, mustelids, such as martens or polecats, bacteria, viruses, mildew or fungus, or plant growth;
- c. settlement, ground subsidence, landslide or landslip. This also applies if this is the result of (severe local) rainfall or a sudden leak in the water pipe or heating installation.

#### 3.2.4 Foreseeable and/or expected incident

You will not receive compensation for damage caused by an incident that was foreseeable or expected.

For example, damage that arises:

- a. during normal household usage, such as stains, cracks, scratches, scrapes or dents; or
- b. during maintenance, repair or cleaning work that you have carried out incompetently on your home or other insured property; or



c. damage from precipitation or sewage entering through open doors or windows.

#### 3.2.5 Short circuit

You will not receive compensation for damage caused exclusively by electrical equipment or electric motors burning

#### 3.2.6 Loss

You will not receive compensation for theft or loss.

#### 3.2.7 Environment

You will not receive compensation for damage caused by airborne pollutants, insofar as they do not originate from:

- a. the place where your home is located;
- b. the adjacent plots.

#### 3.2.8 Deliberate act and/or blame

You will not receive compensation for damage that you have deliberately caused or made worse or due to reckless behaviour. In these cases, it does not matter who suffers the damage.

#### 3.2.9 Illegal activities

You will not receive compensation for damage if your home or associated buildings were used for illegal activities. For example, cultivating cannabis. Note! This also applies if you were not aware of these activities.

## **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.

#### Premium calculation 5

#### **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.

#### Penalties for failure to comply with 5.2 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.

#### **Restitution of premium** 5.3

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.

#### Premium calculation 5.4

You can find information about how we determine your premium in the Premiums section of the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms and conditions.

## **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.

#### Changes in the risk 7

#### **Changes in risk**

You must notify us as soon as possible of any changes to your home and/or household contents. In any case, you must do this within two months. You can read exactly which changes you have to notify us of below.

Note: You do not always have two months to do this. 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.

## 7.1.1 Changes in risk to Household contents cover You must notify us:

a. if the material used in the construction of your home changes (the construction type or roofing material). This concerns changes compared to the description on your policy schedule;



#### b. if your home:

- is used in another manner than primarily as a dwelling for private individuals; and/or
- becomes empty or mostly empty; and/or
- is not being occupied for a continuous period that is expected to last for longer than two months; and/or
- becomes wholly or partially occupied by squatters.
- c. if you move your household contents to another address. In this case, you must also inform us of the type of construction, its roofing material and the use of the building where your household contents will be located.

#### 7.1.2 Continuation after changes in risk

- a. After you have informed us of a change, we will assess whether we can continue your insurance according to the acceptance guidelines, conditions and premiums 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 changes in risk 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

If you do not notify us of a change or fail to notify us in time, then you can read below what consequences this may have:

- a. If 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 extra premium and insurance tax.
- 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 changes in risk. This means that we will assess a case after this date based on the new terms and conditions. If the changes to the insurance policy mean a higher premium, then you will receive a lower

- compensation. We calculate this compensation based on the ratio between the premium before and after the change.
- 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 changes in risk.

#### **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.

#### End of the insurance policy 8

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.

## Supplementary policy provisions

#### Personal data 9.1

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.

#### **Governing law**

This insurance policy is governed by the laws of the Netherlands.

#### **Complaints** 9.3

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.

#### **Terrorism** 10

Information about cover following an act of terrorism can be found in the HWTP policy terms and conditions in the Exclusions section under paragraph 3.1.3 Terrorism.



## **Additional descriptions**

#### Earthquake and/or volcanic eruption

The consequences of an earthquake or volcanic eruption manifested during or within 24 hours of this incident. This only concerns the consequences in or near the location of your home or other insured objects.

#### Severe local rainfall

Severe local rainfall is precipitation of at least 40 mm in 24 hours, 53 mm in 48 hours or 67 mm in 72 hours, at and/or near the location where the damage occurred. The volume  $\,$ of this rainfall is such that the normal drainage facilities are insufficient to contain the water.

#### **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.