

# **Policy terms and conditions**

## **Extra insurance for passenger 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.**

**Version: 2019**

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## 1 Description of terms

### 1.1 You/Policyholder

When we write 'you' in these terms and conditions, we mean the policyholder. This is the person who has taken out this insurance policy and who ensures that the premium is paid.

### 1.2 Insured

The insured parties are:

- the policyholder (you);
- the holder and/or keeper of the car.

### 1.3 Car

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

- the car with the vehicle registration number stated on your policy schedule; or
- the replacement car you drive during the period in which your own car is temporarily unavailable for repair and/or maintenance.

### 1.4 Accessories

An accessory is an addition to the equipment of your car that was not present in the car when it was delivered by the manufacturer or importer. No BPM (private motor vehicle and motorcycle tax) was paid for the accessory.

### 1.5 New value

The new value is the value of your vehicle according to the last known Dutch price list published by the manufacturer or importer.

### 1.6 Purchase price

The purchase price is the amount you paid at an authorised BOVAG dealer for the vehicle. As upper limit for the purchase price we use the ANWB/BOVAG price list plus 10% of the month in which you bought the vehicle.

### 1.7 Write-off

Your vehicle is a technical write-off if you can no longer drive it safely and if repair is not possible or irresponsible.

Your vehicle is an economic write-off if the repair costs exceed the value of your vehicle before the incident occurred, less the residual value after the incident. The value of the vehicle before the incident is the value given in the ANWB/BOVAG price list.

### 1.8 Residual value

The residual value is the value of your vehicle following an incident.

### 1.9 Replacement value

The replacement value is the amount required to purchase a comparable vehicle. Under comparable vehicle we understand a vehicle of the same make, model and year of manufacture, in the same version and with comparable mileage. We determine this value using the ANWB/BOVAG price list.

## 2 Description of the cover

The insurance policy applies in all countries stated on the insurance certificate (green card) and that are not crossed out.

### 2.1 Scope of the cover

This insurance policy covers the loss you suffer as a result of damage or loss of your car. In the event of such a loss, you can count on the following:

- We will reimburse the costs of repairing your car (see article 2.4).
- You will receive compensation if your car is a write-off or is stolen (see article 2.3).

#### 2.2.1 Causes covered

You are only insured for damage you suffer due to one of the following causes:

- fire, explosion, short circuit or stroke of lightning;
- theft, burglary, joyriding or attempts to do so;
- breakage or damage to the windscreen or a window. We understand damage to mean cracks, stars and chips, but not scratches;
- storm (wind force 7 or higher);
- natural disasters such as an avalanche or flooding;
- collisions with birds or with stray animals. In this case, only the damage caused by the actual collision is covered. This means that you are not insured for damage that you incur as a result of such a collision, for example if you skid off the road;
- transport of the car by boat, train or aeroplane;
- riots or disturbances.

You are also insured if you (or a co-insured) are the victim of fraud or unlawful appropriation regarding your car. However, you are not insured if the fraud or unlawful appropriation was perpetrated by:

- yourself or a co-insured; or
- your former or current spouse, registered partner or other life companion or that of a co-insured.

## 2.2 Supplementary cover

In addition to the cover stated in article 2.1, you are also entitled to the following cover:

### 2.2.1 Accessories

If any of your car's accessories have been damaged due to one of the causes stated in the Scope of the cover section, then we will pay compensation for the damage.

### 2.2.2 Costs

You will receive compensation if you have to incur the following costs:

- costs of essential loss aversion measures;
- costs of emergency measures that you have to take pending proper repair;
- costs to store your car or to guard your car or have it guarded. We will only reimburse these costs if you cannot (temporarily) use your car due to one of the causes stated in the Scope of the cover section.

## 2.3 Write-off

If your car is a total loss or is stolen, then it will be considered to be a write-off (technically or economically).

In such cases, the following applies:

### 2.3.1 Calculation of loss amount

If your vehicle is a write-off you will receive compensation that we calculate as follows:

- a. If the incident occurred in the first twelve months of the vehicle first being registered, anywhere in the world, then you will receive the new value. This is the value of your vehicle according to the last known Dutch price list published by the manufacturer or importer.
- b. If the incident with your second-hand vehicle occurred within 12 months of your purchase, and you purchased the vehicle from an authorised BOVAG dealer or official dealer, then you will receive the purchase price. The vehicle was not older than 6 years when you purchased it

and you can prove when you bought the vehicle and how much you paid for it.

- c. If the incident occurred after these 12 months or paragraph a or b do not apply, then you will receive the replacement value of the vehicle, plus 10%. The replacement value is the value according to the ANWB/BOVAG price list.  
If the current market value is greater, then the current value will apply.
- d. If the damage occurred after 12 months, then you will receive the replacement value of the vehicle, plus 10%. The replacement value is the value according to the ANWB/BOVAG price list.
- e. We will deduct the residual value from the new value and the replacement value plus 10%. This is the current value of your vehicle. You will never receive more compensation than the original list price of your vehicle.
- f. There is no deductible in the event of a write-off unless otherwise stated on your policy schedule. In that case we will deduct the amount of the deductible from the compensation payable.

In addition, if your vehicle is a write-off you will receive a maximum amount of € 500, for example for alternative transport.

### 2.3.2 Theft

If your vehicle is stolen you must report this to the police immediately. We then have 30 days after you have reported this to the police to recover your vehicle, or to delegate this responsibility. Within this period we are authorised, on your behalf, to recover your vehicle from the person or authority where it may be found.

- a. If your vehicle is recovered within 30 days, then you will get your vehicle back. If the vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.
- b. If your vehicle is not recovered, then you will receive compensation for the value of the vehicle, in accordance with that stated in the Calculation of loss amount section.

You will then be obliged to transfer ownership of your vehicle to us.

c. If your vehicle is recovered after 30 days and you have not yet received any compensation from us, then you may choose:

- to get your vehicle back; or
- to receive compensation for the value of the vehicle, in accordance with that stated in the Calculation of loss amount section.

If you opt to get your vehicle back, and your vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.

d. If your vehicle is recovered after 30 days and you have already received compensation from us, then you may still get your vehicle back. However, you must repay us the compensation we paid to you. If you opt for this and your vehicle has suffered damage that occurred after the theft, when you did not have the use of your vehicle, then we will pay compensation for that damage. If your vehicle is a write-off, then we will pay compensation in accordance with that stated in the Calculation of loss amount section.

### 2.3.3 Vehicle registration certificate and keys

In the event of a write-off we expect you to give us the following:

- the entire vehicle registration certificate for your vehicle (all parts) or the registration card, including the registration code;
- all keys to the vehicle;
- all other objects required to operate the locks and/or start your vehicle.

## 2.4 Damage repair

If your vehicle is damaged, then you can choose to have it repaired by any repair company, irrespective of whether we have approved that company. The conditions that apply are set out below.

### 2.4.1 Benefits of having your vehicle repaired by a repair company approved by the insurer

If you opt for a repair company approved by us, then the following conditions apply:

- There is no deductible unless otherwise stated on your policy schedule; then you must the deductible yourself.
- You will have the use of a replacement vehicle while your vehicle is being repaired, except if the work is limited to the repair or replacement of the windscreen or a window. If it transpires that your vehicle is a write-off, then you can use the replacement vehicle for a maximum of five days.
- We will pay the cost of repairing the damage directly to the repair company. You will not have to pay this yourself and reclaim the amount from us.
- The repairs will be guaranteed by a manufacturer or FOCWA warranty.

### 2.4.2 Having your vehicle repaired by a repair company not approved by the insurer

If you opt for a repair company that is not approved by us, then the following conditions apply:

- You must pay a deductible of € 150 for repairs to the windscreen/windows and/or other damage.
- You will receive the amount to be paid from us.

## 2.5 Limitations to terrorism cover

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.

# 3 Exclusions

## 3.1 General exclusions

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 Extra insurance for passenger cars policy are given below.

## 3.2 Exclusions to Extra insurance for passenger cars

### 3.2.1 If the driver was not entitled to drive the car

You will not receive compensation for damage that occurs while your 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;
- who had used alcohol or drugs and this contributed to the damage.

### 3.2.2 Special use and deliberate acts

You will not receive compensation for damage that is caused:

- by participation with your car in official contests;
- during rental or lease of your car;
- while using your car as a taxi, for driving lessons, or for paid goods transport;
- by deliberate unlawful act or omission on your part, or that of a co-insured, involving other persons or objects.

### 3.2.3 You were not aware

If you were not aware of any of the situations described in article 3.2.1 and 3.2.2, then we will pay compensation for the damage. We will only do this if you can prove that you were not aware of the situation and that you could not have known of this situation.

## 4 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.

### 4.1 Appointing a loss adjuster

To determine the amount of your compensation, we may engage a loss adjuster. The loss adjuster, or expert, will determine the extent of the damage.

If we agree with you to have two experts determine the extent of the damage, then we will appoint our own expert and you will appoint a counter expert. The cost of engaging a counter expert is always reimbursed up to the amount we pay for engaging our own expert. If the cost of your counter expert exceeds the cost of our own expert, the reasonableness of the excess costs will be assessed.

These loss adjusters and/or their employers must comply with the Dutch Association of Insurers (Verbond van

Verzekeraars, [www.verzekeraars.nl](http://www.verzekeraars.nl)) 'Loss Adjuster's Code of Conduct'.

The two loss adjusters will jointly appoint a third loss adjuster. If our expert and your counter expert cannot agree on the extent of the damage, the third expert will determine the definitive loss amount. This will be in between the loss amounts determined by the other two loss adjusters.

## 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 calculation

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 to the insurance policy as described in the Review of rates and/or terms and conditions section.

#### 5.4.2 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.

#### **5.4.3 Calculating the premium after a claim**

Based on the number of claim-free years you have accrued, you may receive a discount on your premium. The amount of this discount is stated in the no-claim bonus tier table in the policy terms and conditions. You can find the table in the Supplementary policy provisions section.

If you incurred damage that affects your no-claim bonus, we will apply a lower discount percentage to your new premium for the Extra insurance for passenger cars. This new premium will apply from the first new 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.

If your premium only changes because you made a claim, we do not consider this change to the premium as an amendment to the insurance policy as described in the Review of rates and/or terms and conditions section.

## **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 Notifying changes**

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.

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

- you buy another car;
- you sell your car;
- your car's vehicle registration number has changed;
- your car has been stolen, misappropriated or seized.

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

- you intend to use your car otherwise than stated on your policy schedule;
- your address changes;
- another person will drive your car regularly;
- 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.

### **7.1.1 Consequences of these changes**

If you sell your car or the vehicle registration number changes, or your car is stolen, unlawfully appropriated or seized, then your cover for this vehicle ends.

If you notify us of another change, then we will assess this change in the same way as when you apply for a new insurance policy. It is therefore possible that your premium may increase or decrease. But it may also be that we do not accept the change. In that case, your insurance policy will terminate one month after we have informed you.

If your premium is lower due to the change, then we will refund you the excess premium paid. If at that time you are in arrears with the premium payments, then we will deduct this from the amount of the refund. If your premium is higher due to the change, then you must pay the difference.

### **7.2 Consequences if you do not notify us of changes**

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.

#### **7.2.1 Insurer had accepted the change with special conditions**

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.

#### **7.2.2 Insurer would not have accepted the change**

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.

## **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**

You can find the conditions for us to terminate your insurance policy in the End of insurance policy section in the Hoeksche Waard Total insurance for Private individuals (HWTP) policy terms.

### **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 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
  - nine months after the date that we received notification of your death (if this is sooner).
- 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 Termination of third party liability insurance**

If the third party liability insurance that you have taken out with us for this car is terminated, then your Extra insurance for passenger cars policy will automatically terminate at the same time.

### **8.5 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 Processing your personal data**

We ask you for personal information that we need to:

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

In this, 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.

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.

In the event of a claim we will pass on your details to parties that assist us in settling your claim, and sometimes also to the person who caused the damage, other parties involved and/or their insurers.



## 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 Claim-free years and discount percentage

### 9.4.1 Accruing no-claim bonus

The number of no-claim years that you have accrued determines your discount percentage on your premium. You will find the no-claim bonus tier table in article 9.4.5. You will rise one tier in the table for each policy year that you do not make a claim. 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. When your insurance policy ends, we also register your number of claim-free years in the ROY-DATA database.

### 9.4.2 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.

### 9.4.3 No reduction in your no-claim tier

You will not move to a lower tier in the no-claim bonus tier table if the claim you submit is for damage:

- that we can recover in full;
- that occurred to your vehicle while transporting injured persons;
- that falls under the cover of another car insurance policy that you have with us. This concerns the Driver and passenger damage insurance, Traffic accident insurance,

- or the Legal assistance insurance for motor vehicles;
- that you have paid or repaid in full within twelve months of us informing you of your compensation amount. In that case, we will reinstate your number of claim-free years.

In addition, you will not move to a lower tier in the no-claim bonus tier table if the damage was caused by:

- fire, explosion, short circuit or stroke of lightning;
- theft, burglary or joyriding or attempts to do so;
- fraud or unlawful appropriation;
- breakage or damage to the windscreen or a window;
- storm (wind force 7 or higher);
- natural disasters such as an avalanche or flooding;
- a collision with birds or stray animals insofar as the damage is a direct consequence of that collision;
- an incident that occurred while your car was being transported by boat, train or aeroplane;
- a riot.

### 9.4.4 If you repay the cost of the claim

You are entitled to repay the cost of a claim for compensation we have paid. If you do this within twelve months after we have informed you of the compensation amount, then we will put you back to the tier in the no-claim bonus tier table where you would have been if you have not made a claim. If it transpires that you have then paid too much insurance premium, we will refund you the excess paid.

#### 9.4.5 No-claim bonus tier table

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

Tier	Discount percentage	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

## 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.