

# **Policy terms and conditions Third party liability 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);
- persons who drive the car with your permission or who are passengers in the car;
- the holder and/or keeper of the car;
- your employer or the employer of another insured person.

### 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 Breakdown

By breakdown, we mean a mechanical or technical failure that you could not foresee and due to which:

- your car cannot be driven further;
- it is no longer safe to drive your car.

### 1.5 CLAIM-FREE YEARS

Claim-free years is the number of years that you have not made a claim on your policy. We determine your discount percentage based on this number of years. These percentages are stated in the no-claim bonus tier table in the Supplementary policy provisions section.

### 1.6 Roy-data

Roy-data is the Dutch nationwide database, operational since 1 September 2007, that contains details about claim-free years.

### 1.7 RDW

RDW is the Dutch Vehicle and Driving Licence Registration Authority. This is where details of motor vehicles are registered, for example whether liability insurance has been taken out for a vehicle.

### 1.8 WAM

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

## 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 your liability for damage that you or a co-insured cause to other people and/or their property. This only concerns damage that is caused:

- with or by your car; or
- by anything that is connected to your car, for example a trailer or a caravan.

#### 2.1.1 WAM

In the Netherlands a car must be insured for third-party liability. That applies even if you do not drive your car. These requirements are set out in the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen] (WAM). With this third-party liability insurance you meet these requirements.

#### 2.1.2 Insured amounts

If you or a co-insured are legally liable for damage, then we will pay compensation for the damage. We will pay up to the maximum of the insured amount stated on your policy schedule. If a higher insured amount is required by law, then we will pay up to that maximum statutory amount.

### 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 Costs

We will reimburse the following expenses:

- costs for loss aversion. These are the costs that must be incurred to prevent or reduce damage;
- cost of defence. These are the legal fees that you incur if you are held liable;
- statutory interest that must be paid on a compensation amount.

### 2.2.2 Transport of injured persons

If you (or a co-insured) transport an injured person in your car and the interior of your car suffers damage as a result, then we will pay compensation for that damage.

### 2.2.3 Deposit

If an authorised government authority requires a deposit because your car was involved in a traffic accident, then we will pay this deposit to up to a maximum of € 50,000.

We will only do this if the government authority demands the deposit to:

- release you;
- give you back your driving licence;
- cancel the attachment on your car.

As soon as you receive the deposit back, you must repay it to us.

### 2.2.4 Other motor vehicle belonging to you

If you (or a co-insured) cause damage with or by your car to another motor vehicle or another trailer that you own, and that damage is not insured, then we will also pay compensation for that damage.

## 2.3 Emergency assistance following damage

If your vehicle is damaged so that it cannot be driven, or that it is no longer safe to drive, or if the driver is not able to drive following an incident, and there is no other passenger who can drive the vehicle, then you can expect the following from us:

### 2.3.1 Emergency assistance in the Netherlands

If the damage occurred in the Netherlands, then we will arrange for you that:

- your vehicle will be recovered and transported to a destination of your choice in the Netherlands;
- a taxi will be available to transport the passengers and their luggage to a destination of your choice in the Netherlands.

### 2.3.2 Emergency assistance abroad

If the damage occurred in one of the countries on your 'green card' and that is not crossed out, then we will arrange the following for you:

- We will have your vehicle recovered and transported to the nearest garage.

Note: If you arrange this yourself, we will reimburse a maximum amount of € 300.

- If your vehicle cannot be repaired within four days, then we will have it transported to a garage in the Netherlands. However, we will not do this if your vehicle is so badly damaged that the replacement value is lower than the transport costs. The replacement value is the amount required to purchase a comparable vehicle.

If the replacement value is lower than the transport costs, then we will have your stranded vehicle imported into the country where the damage occurred or have it scrapped.

We will ensure that your luggage is returned to you in the Netherlands.

- We will arrange the return journey to the Netherlands for the occupants and their luggage. We will pay compensation to them for:
  - a taxi to the station;
  - a second class train ticket to the Netherlands;
  - a taxi from the station to their final destination in the Netherlands.

## 2.4 Limitations to terrorism cover

If the damage incurred is related to terrorism risk according to the Terrorism cover clause, then we will pay compensation for the damage. 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 this insurance policy does not provide cover. We call this an exclusion. You will find information about the general exclusions from our insurance policies in the Exclusions section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions. The specific exclusions to the Third party liability insurance for passenger cars policy are given below.

## 3.2 Exclusions to third party liability insurance cover for passenger cars

### **3.2.1 Damage to the car, load, driver and driver's belongings You are not insured for:**

- damage caused to your own car;
- damage or injury to the driver of your car.

By this we mean personal injury or damage to his/her own property;

- damage to the load carried by your car;
- damage that occurred during loading or unloading.

### **3.2.2 If the driver was not entitled to drive the car**

You are not insured for damage caused by a driver:

- who did not have permission from you to drive your car;
- 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.

### **3.2.3 Special use and deliberate acts**

You are not insured for damage that occurred during:

- participation with your car in official contests;
- 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.

## **3.3 You were not aware**

If you were not aware of any of the situations described in article and 3.2.2 and 3.2.3, then these exclusions do not apply.

We will only pay compensation for 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**

## **4.1 Obligations in the event of damage**

You can read about your obligations in the event of damage in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## **4.2 Penalties for failure to comply with obligations in the event of damage**

You can read about the consequences of failure to meet your obligations in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## **4.3 Other insurance policy, provision, or settlement**

If the damage can be reimbursed under the cover provided by another insurance policy, provision or scheme, then the conditions in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions apply.

## **4.4 Obligation to pay**

You can read about the time frame within which we are obliged to pay compensation in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## **4.5 Payment to third parties**

You can read about the rules that apply for payment to other parties in the Damage section of the Hoeksche Waard Total insurance for Private individuals (HWTP) terms and conditions.

## **4.6 Right of recourse**

In accordance with the Dutch Motor Insurance Liability Act [Wet aansprakelijkheidsverzekering motorrijtuigen] (WAM)] we are often obliged to pay compensation for damage for which you are liable. We can pay this compensation directly to those concerned or agree an out-of-court settlement with them. But we are also entitled to recover this damage from the person who caused it. We do this, in particular, for damage for which we would normally not pay compensation (see article 3 Exclusions).

# **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 discount percentage is stated in the no-claim bonus tier 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.

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

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.

## 9 Supplementary policy provisions

### 9.1 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, Driver and passenger accident insurance, Traffic accident insurance, or the Legal assistance insurance for motor vehicles;
- that falls under the Emergency assistance following damage cover (see article 2.3);
- that you have paid or repaid in full within twelve months of us informing you of the compensation amount. In that case, we will reinstate your number of claim-free years.

#### **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.