

# **Policy terms and conditions Driver and passenger insurance (SVI)**

**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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## 1 Description of terms

### 1.1 YOU/POLICYHOLDER

The policyholder 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:

- a. the policyholder (you);
- b. persons who drive the car with your permission or who are passengers in 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;
- the replacement car you drive during the period in which your own car is unavailable while at a garage for repair and/or maintenance.

## 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 damage that you or a co-insured person suffers when you (or he/she):

- have an accident with your car;
- get in or out of your car;
- are temporarily outside your car, for example to refuel or in the event of a breakdown.

If this concerns an accident, it does not matter whether you (or your co-insured) are liable for the accident.

You will receive compensation up to the maximum insured amount stated on your policy schedule. Below you can read about the exact damage for which you are insured.

#### 2.1.1 Injury

You are insured for injury, resulting in death or otherwise, that you or a co-insured incur due to a traffic accident. This only concerns injuries that are medically demonstrable.

#### 2.1.2 Non-medically demonstrable injury

You are insured for post-whiplash syndrome and post-concussion syndrome which are not medically demonstrable.

#### 2.1.3 Damage to objects

You are insured for damage to objects you had with you in the car.

### 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

You are insured for loss aversion. These are the costs that must be incurred to prevent or reduce the damage mentioned above.

### 2.3 Determining the damage

We will establish the damage in accordance with that described in book 6 of the Dutch Civil Code (Burgerlijk Wetboek)

### 2.4 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 Driver and passenger insurance policy are given below.

## 3.2 Exclusions to Driver and passenger insurance cover

### 3.2.1 Covered by liability insurance

You will not receive compensation for damage that is covered by liability insurance held by you or a co-insured.

### 3.2.2 Money

You will not receive compensation for loss of money that you (or a co-insured) carry with you or that was in the car.

### 3.2.3 Passengers in luggage compartment

You will not receive compensation for injury to persons that you or a co-insured transport in the luggage compartment of your car.

### 3.2.4 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.

### 3.2.5 Special use and deliberate acts

You will not receive compensation for damage that is caused by:

- 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 Restrictions

In the following situations your compensation will be restricted.

### 3.3.1 No seat belt worn

If you, or a co-insured, sustained injury during an accident and you, or your co-insured, were not wearing a seat belt, then you will receive only 75% of the compensation amount.

### 3.3.2 More passengers than allowed

If there were more people in your car at the time of the accident than is legally permitted, then you will receive only

part of the compensation amount. In this case we work with the ratio of the number of passengers permitted to the actual number of persons. For example, if your car has seats for five people but at the time of the accident there were eight people in your car, then you will receive five-eighths of the compensation amount.

## 3.4 You were not aware

If you were not aware of any of the situations described in article 3.2.4 and 3.2.5, 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 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.

## 5 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.

## 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 Driver and passenger insurance policy will automatically terminate at the same time.

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.

## **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.

## **10 Terrorism**

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.