

Policy terms and conditions Traffic accident insurance (VSV)

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 Terms used

1.1.1 Insured

The insured parties are:

- a. the policyholder (you). This is the person who has taken out this insurance policy and who ensures that the premium is paid;
- b. all persons with whom you live together as a family unit;
- c. children with whom you live together as a family unit. By this we mean:
 - your minor children and/or those of your partner. These also include foster children and stepchildren;
 - your adult children and/or those of your partner, up to the age of 28. This only concerns children (including foster children and stepchildren):
 - who live at home or who live away from home for studying; and
 - who are not married and do not have a civil partnership;
- d. the driver of your motor vehicle;
- e. passengers in or on your motor vehicle.

1.1.2 Motor vehicle

In these terms and conditions we understand under motor vehicle to be the vehicle stated on your policy schedule.

1.1.3 Participating in traffic

We understand participating in traffic to mean that you or a co-insured:

- a. drive your motor vehicle or are a passenger in or on your motor vehicle;
- b. drive another motor vehicle (not professionally) or are a passenger in or on that vehicle. Another vehicle could be:
 - a motorised vehicle not registered in the name of one of the insured parties. This may not be a motorbike, a moped or a low-performance moped;
 - a motorised vehicle for public transport, such as a train, tram, bus or metro;
 - a bicycle;
- c. participating in traffic as a pedestrian.

1.1.4 Loss aversion

Measures that you or a co-insured person 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.

2 Description of the cover

2.1 Scope of the cover

This insurance policy covers damage that you or a co-insured incurs while you or he/she are participating in traffic.

You are only insured for this if this damage is caused by an insured incident that satisfies the following conditions:

- a. The incident occurred after the cover commenced.
- b. When you took out this insurance it was not certain this incident would take place.
- c. The incident occurred within the area of insurance cover.
- d. The motor vehicle on your policy is usually kept in the Netherlands.

If you or a co-insured participate in traffic on a bicycle or as a pedestrian, then, in the event of damage, you are only insured if a motor vehicle in motion was involved that was participating in traffic.

For each claim you will receive compensation up to the insured sum for all insured persons together. You can find the insured sum on your policy schedule.

2.1.1 Damage

You will receive the following compensation for damage if the conditions stated above are met:

- a. physical injury or damage to your or a co-insured's health and/or your or a co-insured's death as a result thereof. This must concern injury or health problems that are medically demonstrable;
- b. material damage to property you or a co-insured own:
 - that you or a co-insured had with you/them at the time the insured incident occurred; and
 - that belong to your and/or his/her private household. This does not include damage to motorised vehicles, trailers and vessels.

2.1.2 Insured incident

You are only insured for damage that is caused by an insured incident. This may be an accident or other external incident.

We understand this to be the following:

- a. With an accident we mean that you or a co-insured

suffered a sudden unexpected external act of violence on the body. This caused you or a co-insured to sustain a medically demonstrable physical injury. This injury or death is a direct and immediate consequence of the external act of violence.

You are only insured for damage caused by an accident if this accident occurred while you or a co-insured was:

- participating in traffic;
 - getting in, out of, on or off the vehicle;
 - on, in or close to your vehicle that had broken down during your journey;
 - waiting in, on or close to your vehicle during a short stop en route, for example to refuel.
- b. With another external incident, we mean a sudden event that:
- occurs while you or a co-insured are participating in traffic;
 - affects the property mentioned in the previous paragraph 2.1.1, b;
 - causes damage to this property; and
 - you could not foresee or expect.

2.1.3 Area of insurance cover

You are only insured for damage that occurs in the countries stated on your 'green card' and not in those that are crossed out.

2.2 Supplementary cover

You are entitled to the following cover if the conditions stated in the Scope of cover section are met.

2.2.1 Loss aversion

If you incur damage or there is a danger that you will incur damage due to an insured incident, then you, a co-insured or someone else on your behalf must take measures to limit the damage and/or to prevent further damage occurring. 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 Post-whiplash syndrome and/or post-concussion syndrome

You are insured for post-whiplash syndrome and post-concussion syndrome which are not medically demonstrable. You must have sustained this injury as a result of an insured incident described in article 2.1.2.

2.3 Extent of damage assessment

When you have notified us of an incident we will determine the scope of the damage as follows.

2.3.1 Damage assessment

We are entitled to engage an expert to assess the damage you have incurred.

2.3.2 Assessing the damage to persons

If you or a co-insured have incurred physical injury or your health is damaged as a result of an accident, then we will establish the damage in accordance with that described in book 6 of the Dutch Civil Code (Burgerlijk Wetboek)

Article 6:107a is not applicable in this respect. You can only claim compensation if you or a co-insured were directly involved in the accident and have suffered a loss as a result. If you die, or a co-insured dies, as the result of the accident, then your surviving dependants or those of your co-insured may be entitled to compensation.

Article 6:101 of the Dutch Civil Code states that in certain cases you will receive a lower compensation amount or no compensation at all. That only applies if you or a co-insured were not wearing seat belts or a helmet at the time of the accident, while this is prescribed by law.

2.3.3 Assessing the damage to your property

If your property is damaged, then we will appoint a loss adjuster to assess 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.

2.3.3.1 Repair

If the damage to the property can be repaired, then we will determine the loss amount based on the cost of the repairs. We will only do this if the repair costs are lower than the

compensation that you would have received if repair was not possible.

2.3.3.2 No repair

If the damage cannot be repaired, then you will receive a compensation to reimburse you for your loss.

2.4 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.

2.5 Compensation

2.5.1 Compensation in kind

We are entitled to pay all or part 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. We will only opt for repair if this is a reasonable settlement for you.

2.5.2 Compensation in cash

If we opt for no or only partial compensation in kind, then you will receive a one-off cash payment. For example, if the damage cannot be repaired.

2.5.3 Compensation on WAM insurance

If you have a Third-party liability insurance for passenger cars [Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)] policy with us, and you can make a claim for this damage via that policy, then you will receive compensation via that insurance policy.

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 Traffic accident insurance policy are given below.

3.2 EXCLUSIONS TO COVER

3.2.1 Speed trials

You will not receive any compensation for damage caused by participation with your motor vehicle in speed trials or races. In such cases you will only receive compensation if you can demonstrate that:

- someone used your motor vehicle for this contest or ride without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.2 Transport for payment, lessons, rental

You will not receive compensation in the event of an incident during:

- a. use of your motor vehicle for transport of persons or objects for payment (not including private transport in return for a contribution towards the costs);
- b. use of your motor vehicle as a teaching vehicle;
- c. rental or lease of your motor vehicle.

In such cases you will only receive compensation if you can demonstrate that:

- someone used your motor vehicle for these purposes without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.3 Qualified driver

You will not receive compensation for damage that occurs while your motor vehicle was driven by a person:

- a. who was not qualified to drive, for example because they did not have a valid driving licence, or they had been disqualified from driving; or
- b. they did not meet other requirements for a qualified driver, for example because the person did not have a driver certificate of professional competence or the mandatory certificates for the goods transported.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.4 Driver under influence

You will not receive compensation for damage that occurs while your motor vehicle was driven by a person who had used alcohol, medicines and/or drugs.

This only concerns damage of which it is plausible that this was fully or partly caused due to the use of alcohol, medicines and/or drugs. This is always the case if the driver had used so much alcohol, medicines and/or drugs that they would not be lawfully allowed to drive. If the driver refuses to cooperate with a test (by the police) to determine whether or not they are in violation, then we conclude from this that the driver had exceeded the limits for use of alcohol, medicines and/or drugs.

If you, or a co-insured, were not actually driving your motor vehicle when the accident occurred, and you could not have known that the driver was not fit to drive due to use of alcohol, medicines and/or drugs, then we will pay compensation.

3.2.5 Unauthorised driver

You will not receive compensation for damage caused by a driver who did not have your permission to drive your motor vehicle.

In such cases you will only receive compensation if you can demonstrate that:

- this happened without your (or a co-insured's) knowledge or consent; and
- you (or your co-insured) cannot be reasonably held responsible for this.

3.2.6 Deliberate act

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

- a. yourself or a co-insured;
- b. one or more persons who are part of a group to which you or your co-insured also belong. This also applies if you or your co-insured did not cause any damage.

Neither is it relevant whether the damage was fully or partly caused by the use of alcohol, medicines or drugs.

3.2.7 Hazardous undertakings

You, or a co-insured, will not receive any compensation for damage if you have knowingly done something that

endangered your life or body. If you did this, lawfully or otherwise, to defend yourself or to save yourself, others, animals or property, then we will pay compensation.

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

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

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.

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 Changes in risk

7.1.1 Changes in risk for Traffic accident insurance

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

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

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

7.1.2 Continuation after changes in risk

7.1.2.1 Replacement, sale, transfer, vehicle registration number change, misappropriation

- a. If you sell or replace your motor vehicle or the vehicle registration number changes, or you transfer your motor vehicle to another person, or your motor vehicle is stolen, then your cover for this vehicle ends.

If required, we can continue your insurance for the replacement motor vehicle or for the vehicle with a new vehicle registration number. When we do this, we will apply the acceptance guidelines and rates applicable 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 change took place.

- c. If we cannot agree on the changes to the conditions for continuation of the insurance policy, then we will inform you that we will terminate the insurance policy. The insurance policy will then be terminated one month later.

7.1.2.2 Change of use, regular/main driver

- a. If you intend to use your motor vehicle otherwise than stated on your policy schedule, or another person will drive your motor vehicle regularly, then we will assess whether we can continue your insurance according to the acceptance guidelines and rates applicable at that time.
- b. If continuation is possible and you agree to this, your premium and the terms and conditions may change. The new premium and terms and conditions will take effect on the date the change takes place.
- c. If we cannot agree on the changes for continuation of the insurance policy, then 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 this 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.

- a. 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.
- 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 change. This means that we will assess a case after this date based on the new terms and conditions.
- 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 change.

7.2 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.

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. 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.

8.3.3 Termination of linked insurance policy

If your third-party liability insurance you have taken out with us for the motor vehicle stated on your policy schedule is terminated, then your Traffic accident insurance policy will automatically terminate at the same time.

8.4 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. Personal data

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.

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 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.