

Policy terms and conditions

House 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.

Version: 2019

Content

1	DESCRIPTION OF TERMS	3
1.1	TERMS USED	3
2	DESCRIPTION OF THE COVER	4
	COVER FOR THE HOME	4
2.1	SCOPE OF THE COVER	4
2.2	SUPPLEMENTARY COVER	4
2.3	EXTENT OF DAMAGE ASSESSMENT	5
2.4	INDEXATION	6
2.5	UNDERINSURANCE	6
2.6	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	7
2.7	COMPENSATION	7
	COVER FOR GLASS	7
2.1	SCOPE OF THE COVER	7
2.2	SUPPLEMENTARY COVER	7
2.3	EXTENT OF DAMAGE ASSESSMENT	8
2.4	INDEXATION	8
2.5	LIMITATIONS TO OBLIGATION TO PAY COMPENSATION	8
2.6	COMPENSATION	8
3	EXCLUSIONS	8
3.1	GENERAL EXCLUSIONS	8
3.2	EXCLUSIONS TO HOUSE INSURANCE COVER	9
4	DAMAGE	9
5	PREMIUMS	9
5.1	PAYMENT OF PREMIUMS	9
5.2	PENALTIES FOR FAILURE TO COMPLY WITH PAYMENT OBLIGATIONS	9
5.3	RESTITUTION OF PREMIUM	9
5.4	PREMIUM CALCULATION	10
6	REVIEW OF RATES AND/OR TERMS AND CONDITIONS	10
7	CHANGES IN THE RISK	10
7.1	CHANGES IN RISK	10
7.2	RISK LIMITATION	10
8	END OF THE INSURANCE POLICY	11
9	SUPPLEMENTARY POLICY PROVISIONS	11
9.1.	PERSONAL DATA	11
9.2	GOVERNING LAW	11
9.3	COMPLAINTS	11
10	TERRORISM	11
11	ADDITIONAL DESCRIPTIONS	11

1 Description of terms

1.1 Terms used

1.1.1 Insured

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

1.1.2 Building

Immovable property with foundations including:

- a. everything that normally goes with a home (such as a central heating boiler);
- b. 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.

1.1.3 Home

A building that:

- a. is only intended for as dwelling for private individuals; or
- b. as dwelling for private individuals as well as business use.

In the latter case, the home is only insured if:

- the building is mainly used as dwelling for private individuals; and
- you live in the building yourself; and
- you and/or one of your family members conduct the business activities; and
- the dwelling for private individuals and business activities have the same address; and
- the business activities are legal, you comply with your legal obligations and have the required permits.

1.1.4 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.

1.1.5 Garage

A building or separate enclosed space in the building that:

- a. is not part of the home; and
- b. is only used to store property that belongs to a private household. We understand this to include cars, motorbikes and boats.

1.1.6 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.

1.1.7 Temporary measures

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

1.1.8 Clearance

Clearance of insured buildings at the location of the buildings and of the adjacent plots. We understand clearance to mean demolishing, clearing, removal, dumping and destroying.

1.1.9 Clean-up

- a. Investigating, cleaning, tidying up, storing, destroying and/or replacing soil, ground water and/or surface water to remove contamination.
- b. 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.

1.1.10 Rebuilding value

The amount that is required to rebuild a building on the same site and for the same purpose.

1.1.11 Sales value

The proceeds from a private sale of a building excluding the price of the land.

1.1.12 Demolition value

The proceeds from the sale of the usable building materials and other items salvaged during the demolition of a building.

1.1.13 Rental value

The market-based rental price of a house or other building.

2 Description of the cover

Cover for the home

2.1 Scope of the cover

This insurance policy covers:

- Material damage to your own home 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.

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 building itself.

Per incident you will receive compensation up to the insured sum.

2.1.1 Insured incidents

An insured incident is when your home or other insured property is damaged by:

- a. a sudden external cause that you could not foresee or expect. So not if your property breaks or is suffering from corrosion;
- b. an inherent defect, a failure that occurs suddenly and that you could not foresee or expect.

For example, a short circuit caused by a fuse blowing;

- c. theft or attempted theft.

2.2 Supplementary cover

This insurance policy covers the costs that we describe below 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 home or other insured property is damaged, or it is 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 home or other insured property 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 around your home or other insured property is necessary 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.

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. The costs of the clean-up are:
 - incurred by you; and/or
 - in consultation with us, incurred on your behalf; and/or
 - charged to you by the authorities 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 Mandatory additional work by order of the authorities

If your home or other insured property you own is restored or rebuilt as a result of an insured incident, and additional work or costs are incurred because of an obligation that the authorities lawfully impose, then we will reimburse this work or costs. We will do this, for example, if the repair is more expensive because building regulations or safety rules have changed since the building was originally constructed. Per incident you will receive compensation up to the insured sum. This amount will be in addition to any compensation paid.

2.2.6 Changes to the design and/or construction

If your home or other insured property has suffered damage due to hail, weight of snow and/or accumulated water, and this damage is partly the result of design and/or construction errors, then we will reimburse the cost of:

- demonstrable costs incurred for an architect or designer to modify the building construction; and/or
- the additional costs incurred during repair or rebuilding to adjust or improve the building construction.

We will only reimburse reasonable costs. Per incident you will receive compensation up to 10% of the insured sum.

2.2.7 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.

2.2.8 Loss of rent

If your home or other insured property has become fully or partially unusable as a result of an insured incident, and you had rented out all or part of your house, then we will pay compensation for the actual rent up to a maximum of the market rent (the rental value).

In addition, the following conditions apply:

- a. If your home is not habitable for longer than necessary due to circumstances (other than weather conditions) that are not a direct result of an insured incident, then the extension will not be included in the compensation you receive.
- b. If you had not rented out all or part of your house, then we will pay you supplementary compensation for this, equal to the appropriate market rent.
- c. If you do not repair or rebuild, then you will receive a maximum of ten weeks rent in compensation.

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

2.2.9 Investigation/restoration

If your home or other insured property has suffered damage due to an insured incident, and addition material damage occurs during the work conducted to investigate the cause and/or restore the damage, 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.

2.2.10 Garage

If you have insured a garage in the Netherlands at a different address from your home, then we will pay compensation for damage to or loss of this property under the same conditions that apply for your home. We will only do this for a garage with external walls constructed of stone or concrete, with a hard roof and a maximum floor area of 50 m². You will receive a maximum compensation of € 75,000 per incident.

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. This loss adjuster will determine the final loss amount which will be between the amounts that the first two loss adjusters calculated.

2.3.2 Assessing the damage to your home

We will assess the extent of the damage to your home based on the cost of repair, the rebuilding value, sales value or demolition value. We explain what this means in paragraphs 2.3.2.1 to 2.3.2.3.

We will not pay compensation for differences in colour or materials in the repaired parts and undamaged parts of your home or for differences between new and old in other rooms.

2.3.2.1 Repair and rebuilding value

- a. If we determine the loss amount based on repair, we will take the cost of this repair work, from which we will deduct an amount for remnants that are usable but not reused. If the value of your home is lower after the repairs have been completed, that is due to the damage, then we will increase the loss amount by this reduction in value.
- b. If we determine the loss amount based on the rebuilding value, then we will calculate this amount based on the difference between the rebuilding value of your house immediately prior to and immediately after the incident.
- c. We will only determine the loss amount based on the repair or rebuilding value if we do not base this on the sales value or demolition value.

2.3.2.2 Sales value

- a. If we determine the loss amount based on the sales value, then we will calculate this amount based on the difference between the sales value of your house immediately prior to and immediately after the incident.

We will only do this if:

- your policy schedule states that your insurance policy is based on the sales value; and/or
 - you will not have your home repaired or rebuilt at the same location at your own expense within three years of the incident date; and/or
 - the scheme for determining the loss amount based on repair, rebuilding value or demolition value do not apply.
- b. If compensation based on the repair or rebuilding value is lower than the compensation based on sales value, we will always opt to pay compensation based on repair or rebuilding value.

2.3.2.3 Demolition value

If we determine the loss amount based on the demolition value, then we will calculate this amount based on the difference between the demolition value of your house immediately prior to and immediately after the incident. We will only do this if:

- b. your policy schedule states that your insurance policy is based on the demolition value; and/or
- c. before the incident, you already had plans to demolish all or a large part of the house; and/or
- d. before the incident, your house was already destined for full or partial demolition; and/or
- e. before the incident, your house, or a large part of it, had already been declared uninhabitable or unusable by the municipality.

2.4 Indexation

- a. Your insurance policy is indexed based on the most recent index for building costs published by Statistics Netherlands (CBS). We adjust the insured sum annually and so the premium is also adjusted 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.
- c. When we determine the extent of the damage we will also recalculate the insured sum based on the index on the date of the incident.

2.5 Underinsurance

If your insured sum is lower than the value of your house 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 home 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.

2.7 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 of your house 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.

2.7.2 Compensation in cash

- a. If we do not opt for compensation in kind or we opt for partial compensation in kind, then we will compensate the damage as follows:
 - We will assess the extent of the damage to the home based on the repair or rebuilding value. You will then receive an advance amounting to 50% of the compensation amount we determined.
 - You have your home repaired or rebuilt at the same location at your own expense within three years of the incident date. If you can demonstrate that this work has been conducted, then you will receive any remaining compensation. 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 of your home is lower after the repairs have been completed.
- b. You will receive the compensation in a single payment if:
 - the compensation is not determined based on the repair or rebuilding value; or
 - the compensation based on the repair or rebuilding

value is lower than the compensation based on the sale value.

Cover for glass

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

2.1 Scope of the cover

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

2.2 Supplementary cover

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 amount claimed is higher than the insured sum for your house insurance.

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 for your house insurance. 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 for your house insurance. 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 other insured property 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 for your house insurance. This amount will be in addition to any compensation paid.

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. This loss adjuster will then determine the final loss amount which will be between the amounts that the first two loss adjusters calculated.

2.3.2 Determining the damage to glass

- a. We will assess the extent of the damage based on the cost of repair or replacement.
- b. If the value of your home has depreciated after repair, then we will increase the loss amount by this reduction in value.

2.4 Indexation

- a. This cover is indexed based on the most recent index for building costs published by Statistics Netherlands (CBS). We adjust the insured sum for your house insurance

annually and so the premium for this cover is also adjusted 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 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.

2.6 Compensation

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 of your home 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 of your home has depreciated after repair, then you will receive a higher amount.

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 House insurance policy are given below.

3.2 Exclusions to house insurance cover

3.2.1 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 precipitation, such as described in the Additional descriptions section.

3.2.3 Damage that occurs gradually

You will not receive compensation for damage that is 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.

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. from water (precipitation or sewage) entering through open doors or windows. Or for damage due to:
- d. construction, assembly or installation errors.

If damage caused by hail, weight of snow and/or accumulated water is partially due to errors in the design and/or construction, then the cover stated under Changes to the design and/or construction in paragraph 2.2.6 applies.

3.2.5 Short circuit

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

3.2.6 Environment

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

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

3.2.7 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.

3.2.8 Illegal activities

You will not receive compensation for damage if your house or other insured property was used for illegal activities. For example, cultivating cannabis. Note! This applies even if you were not aware of this, for example because you rent out your house.

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

You must notify us as soon as possible of any changes to your house. 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 House insurance cover

You must notify us:

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

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 from the date of the change.
- 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.

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

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. 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.

11 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 property.

Precipitation

Precipitation is rain, hail or snow.

Extreme weather conditions

Extreme weather conditions are understood to mean:

- e. a downpour and/or
- f. storm and/or
- g. severe local precipitation.

When determining extreme weather conditions, we use the measurement results from the KNMI (Royal Netherlands Meteorological Institute) measuring station closest to the insured address. The KNMI measuring station results are binding.

Downpour

Precipitation of 25 mm or more per hour. The recorded amount of melt water is used to determine the amount of precipitation in the form of hail and snow.

Storm

Wind speed of at least 14 metres per second (wind force 7 or higher).

Severe local precipitation

Severe local precipitation 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 precipitation 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.