

# Aon Automotive Policy

Conditions VM120-01/1

*(Parts of) this policy (have) has been translated from the original Dutch wording. In case of discrepancies between the wording of this policy and the original Dutch wording, the Dutch wording shall prevail*

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## Aon Automotive Policy

### The insurance

This contract meets the requirements of uncertainty as meant in section 7:925 Burgerlijk Wetboek (Civil Code; BW), if and in so far as the loss or damage sustained by the insured or by a third party, with regard to which a claim for compensation is made towards the insurer or an insured respectively, is the result of an occurrence of which it was uncertain for the parties when effecting the insurance, that a loss or damage had occurred for the insured or the third party respectively or would still occur according to the normal course of circumstances. The only consequence of the absence of uncertainty is that the loss or damage in question is not covered; the insurance remains in full force.

This insurance provides cover for the categories declared applicable in the policy schedule.

## General Conditions

### 1 Definitions

- 1.1 **Aon**  
By Aon is meant the division of Aon Nederland which mediated in the coming about of the insurance.
- 1.2 **Occurrence**  
An event or series of interrelated events as a result of one and the same cause as a result of which a loss or damage (as covered by the insurance) occurred.
- 1.3 **Motor vehicle**  
The motor vehicle described in the policy schedule, without anything being coupled to it, with the standard equipment, according to the manufacturer's catalogue and with the usual accessories as far as nature and extent are concerned, provided they are fixed in, on or to the motor vehicle.
- 1.4 **Insurers**  
Insurers are those who collectively carry the risk insured, each for the share signed by him or on behalf of him.
- 1.5 **Insureds**  
The policyholder, the owner, the possessor, the holder and the authorised driver of the motor vehicle mentioned in the policy, as well as the persons carried by the motor vehicle.
- 1.6 **Policyholder**  
The person who entered into the insurance with the insurers and owes the premiums, costs and possible insurance tax.
- 1.7 **Salvage costs**  
Costs as a result of measures which are taken by or on behalf of the policyholder or an insured, during the currency of the insurance, and which are reasonably required in order to avert the immediately imminent peril of loss or damage for which – if occurred – (an insured would be liable and) the insurance provides cover, or in order to restrict such loss or damage.  
In this respect costs of measures also means damage to goods which are deployed when taking the measures meant here.
- 1.8 **Trailer**  
Coupled object, destined to be driven forward by means of a motor vehicle, which complies with the legal standards imposed for this.
- 1.9 **Policy schedule**  
By policy schedule is also meant – if applicable - the latest endorsement issued to the policy.

## **2 Territorial limits**

The insurance is valid for countries which are mentioned in the International Insurance certificate (the green card) issued by the insurers and which have not been deleted on this.

## **3 Restrictions and exclusions**

### **3.1 Theft**

The insurance does not provide any cover to those who have obtained control of the motor vehicle by means of theft or act of violence and to those who, knowing this, use the motor vehicle without any valid reason.

### **3.2 Deliberate intent and conscious recklessness**

The insurance does not provide any cover for occurrences caused with deliberate intent, conscious recklessness or approval of the insured. All this contrary to section 7:952 Burgerlijk Wetboek (Civil Code).

### **3.3 Driving licence**

The insurance does not provide any cover for occurrences caused during the time when the driver:

- had a driving ban imposed on him and/or his driving licence was withdrawn;
- had a disqualification from driving imposed;
- did not comply with the regulations laid down in his driving licence;
- is not in possession of a valid driving licence legally prescribed for the motor vehicle, or did not comply with the other regulations laid down with regard to the qualification to drive.

This exclusion does not apply to that insured who proves that the circumstances meant have occurred without his knowledge and against his will and that reasonably he cannot be blamed with regard to that.

### **3.4 Other use**

The insurance does not provide any cover for occurrences caused during rental or during use of the motor vehicle other than for which it was destined according to the statement to the insurers, except if another motor vehicle is towed as breakdown assistance by way of a friendly turn.

This exclusion does not apply to that insured who proves that the circumstances meant have occurred without his knowledge and against his will and that reasonably he cannot be blamed with regard to that.

### **3.5 Races**

The insurance does not provide any cover for occurrences caused during the participation in a race, speed test or speed trial, unless it concerns a regularity rally or a contest of skill, which does not last more than 24 hours and takes place entirely within the Netherlands, whereby the speed element has no predominant importance.

This exclusion does not apply to that insured who proves that the circumstances meant have occurred without his knowledge and against his will and that reasonably he cannot be blamed with regard to that.

### **3.6 War risk**

The insurance does not provide any cover for any loss or damage caused by or arisen from:

#### **3.6.1 Armed conflict:**

By armed conflict is meant each case in which states or other organised parties fight each other, or at least one the other, using military weapons. By armed conflict is also meant the armed action of a Peacekeeping force of the United Nations;

- 3.6.2 Civil war:  
By civil war is meant a more or less organised armed fight between inhabitants of one and the same state, whereby a considerable part of the inhabitants of that state is involved.
- 3.6.3 Insurrection:  
By insurrection is meant an organised violent resistance within a state, aimed at public authorities;
- 3.6.4 Civil commotions:  
By civil commotions is meant more or less organised violent actions, occurring in several places within a state;
- 3.6.5 Riots:  
By riots are meant a more or less organised local violent movement, aimed at public authorities;
- 3.6.6 Mutiny:  
By mutiny is meant a more or less organised violent movement by members of any armed force, aimed at the authorities whom they have been placed under;
- 3.6.7 Seizure  
The insurance does not provide any cover for any loss or damage during the time the motor vehicle has been seized or is used on the basis of a decision of a Dutch or foreign government.
- 3.7 Nuclear reactions  
This insurance does not cover any loss or damage caused by, occurring during or arising out of nuclear reactions, irrespective of how the reaction occurred.  
By nuclear reaction is meant each nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
- 3.8 Terrorism  
This insurance does not cover any loss or damage if the accident or the occurrence has been caused by, occurred during or arisen from terrorism risk. This exclusion does not apply in so far as cover is provided within the operation of the clause sheet "Terrorismmedekking bij de Nederlandse Herverzekering-maatschappij voor Terrorismede schade N.V." ("terrorism cover with the Dutch Terrorism Risk Reinsurance Company, N.H.T.).
- 4 Obligations in case of a loss or damage**
- 4.1 Obligation to report loss or damage
- 4.1.1 Report to insurers  
As soon as the policyholder or the party entitled to a claim is aware or should be aware of an occurrence which might lead to an obligation to pay for the insurer, he is obliged to report such occurrence to Aon or the insurers as soon as reasonably possible.
- 4.1.2 Report to the police  
In case of death or attempt thereof, embezzlement, joyriding or swindle the insured must also immediately report this to the competent authorities.
- 4.2 Obligation to cooperate  
The policyholder and the party entitled to a claim are obliged to give their full cooperation and to refrain from anything which might harm the interests of the insurers. They are obliged to refrain from admitting liability.
- 4.3 Information  
The insured and the party entitled to a claim are obliged to submit within a reasonable period a written and signed statement about the cause and the circumstances and extent of the loss or damage to Aon or the insurers.

- 4.4 **Sanction when not complying with obligations**  
No rights may be derived from this insurance if the insured or the party entitled to a claim did not comply with one or more of the above-mentioned policy obligations and as a result of that harmed the interests of the insurers.  
Each right to a payment shall lapse if the insured or the party entitled to a claim did not comply with the above-mentioned obligations with the deliberate intent to mislead the insurers, unless the misleading does not justify the lapse of the right.
- 4.5 **Salvage obligation**  
No rights may be derived from this insurance if the policyholder or the insured neglected to take measures to prevent or reduce a loss or damage as meant in art. 1.7 and as a result of that harmed the interests of the insurers.
- 4.6 **Loss of the right to payment**  
If Aon or the insurers have taken up a definite standpoint with regard to a loss or damage, Aon or the insurers will inform this to the insured in writing. A definite standpoint implies: a rejection of a claim or (an offer to make) a final payment. If the Insured did not object to this with Aon or the insurers within 12 months after the written communication, his right to a cover for such loss or damage shall lapse.
- 5 The premium**
- 5.1 **Basis of premium**  
The premium is assessed on the basis of premium factors and factors determining the classification mentioned in the policy schedule including postal code, weight and value insured. The insured is obliged to inform incorrectness and changes of these data immediately to Aon or the insurers, after which Aon is entitled to adapt the premium and/or conditions intermediately.
- 5.2 **Payment of premium**
- 5.2.1 The policyholder is obliged to pay the premium, the costs and the insurance tax in advance on the premium due date.
- 5.2.2 If the policyholder does not pay the initial premium at the latest on the thirteenth day after the date of the invoice or refuses to pay it, no cover is provided with regard to occurrences which have taken place thereafter, without any further notice of default from Aon or the insurers being required.
- 5.2.3 If the policyholder refuses to pay the subsequent premium no cover is provided with regard to occurrences which have taken place thereafter.
- 5.2.4 If the policyholder does not pay the subsequent premium in time no cover is provided with regard to occurrences which have taken place from the fifteenth day after Aon or the insurers have demanded payment from the policyholder in writing after the premium due date and payment has failed to occur.
- 5.2.5 The policyholder remains obliged to pay the premium.
- 5.2.6 The cover will become operative again for occurrences which have taken place after the day on which that which is due by the policyholder, has been received by Aon or the insurers entirely. In case of any instalments agreed upon it applies that the cover will become operative again only after all the instalments which have remained unpaid have been paid.
- 5.2.7 By subsequent premium is also meant the premium which the policyholder owes in case of tacit renewal.
- 5.2.8 By initial premium is also meant the (additional) premium which the policyholder owes in connection with an interim change of the insurance.
- 5.3 **Payment in instalments**

- 5.3.1 If a spread payment has been agreed upon, the (remaining) annual premium is due at all times. The premium is due without notice:
- after the lapse of a two months' period after a (total) loss if no replacing motor vehicle has been offered for insurance to Aon;
  - in case of non-payment.
- 5.3.2 If after the lapse of any term(s) of payment, during which the premium due has not been paid, the payment is resumed, each payment which is received then shall be regarded as payment of the oldest outstanding premium.
- 5.4 Refund and reservation of premium
- 5.4.1 Refund  
In case of interim cancellation of the insurance other than on account of deliberate intent to mislead the insurers, the current premium will be reduced in fairness. Administration costs will be deducted from the refund.
- 5.4.2 Reservation  
In case of cancellation of the insurance in connection with sale or transfer of ownership, if the policyholder wishes this, or in case of cancellation on account of (total) loss, the premium on the period in which the insurance is no longer valid will be reserved. If the policyholder insures another motor vehicle with Aon within 36 months, the reserved premium will be deducted from the premium for the new insurance.  
If the policyholder does not make use of this the reserved premium shall fall to Aon or the insurers.
- 5.5 Bonus-malus arrangement
- 5.5.1 The following provisions apply if a bonus-malus arrangement has been agreed upon:
- 5.5.1.1 After each insurance year a reduction (bonus) or, respectively, a surcharge (malus) shall take place regarding the premium in accordance with the applicable bonus-malus scale.
- 5.5.1.2 A report of an occurrence from which an obligation to a payment might arise for Aon or the insurers, shall apply as a loss which affects the bonus percentage;
- 5.5.1.3 A changed bonus percentage applies as from the next insurance year after the date on which the occurrence took place;
- 5.5.1.4 If the influence of the report of a loss or damage which refers to a previous insurance year has not been processed on the premium due date, Aon or the insurers are entitled to claim the premium due with retroactive effect;
- 5.5.1.5 If it should appear that a report does not result in a payment, the premium charged too much shall be settled;
- 5.5.1.6 A report of a loss or damage has no influence on the claim free experience reduction, if:
- it concerns a loss or damage occurred as a result of an occurrence under the limited motor car insurance;
  - the loss or damage paid has been recovered completely (in case of a motor car payment on the basis of new value): the actual value;
  - it concerns assistance and/or compensation of costs on the basis of art. 15.1 or 15.2;
  - it concerns a compensation of costs on the basis of art. 17 of the General Insurance conditions;
  - it concerns assistance and/or compensation of costs on the basis of art. 24.1;
  - Aon or the insurers are unable to recover the loss or damage paid exclusively as a result of the existence of a claim settlement agreement with other insurers;
  - a loss or damage is paid on the basis of section 185 WVV (Road Traffic Act) and the driver cannot be blamed at all in case of a collision with a pedestrian or cyclist;

- the report will not lead to a payment in the opinion of Aon or the insurers;
- if the policyholder pays back the loss or damage paid – including the possible costs incurred (externally) – to Aon or the insurers not later than within 3 months in the next insurance year.

5.5.2 This arrangement does not apply to the premium for:

- a Fire and/or Theft insurance;
- a passenger indemnity insurance;
- a legal assistance insurance
- a motor car only insurance
- a passenger accident insurance
- a bonus protection clause

## **6 Change of premium and/or conditions**

### **6.1 Change**

The insurers are entitled to change the premium and/or conditions of certain groups of insurances and this on a date to be determined by them. The policyholder is notified of the change and is deemed to have agreed with this, unless the policyholder informed Aon or the insurers in writing, within one month after the notification, not to agree with it. In the latter case the insurance ends on the day the change commences.

### **6.2 Cancellation**

The policyholder cannot cancel this insurance if:

- the change of the premium and/or conditions arises from legal arrangements or provisions;
- the change means a reduction of the premium and/or an extension of the cover.

## **7 Change of risk**

### **7.1 Notification of change**

The policyholder is obliged to immediately notify Aon or the insurers of the following changes:

7.1.1 If the liability to which the motor vehicle might give cause has been insured: the change of the weight of the motor vehicle insured. By weight is meant the weight in kilogrammes according to the type approval of the RDW (State Department for Road Traffic) as mentioned in the registration certificate part I;

7.1.2 If the insurance gives claim to a compensation of the damage caused to the motor vehicle: the change of catalogue value. By catalogue value is meant the original catalogue value according to the statement of the importer on the date of issue of the registration certificate part I. To this must be added the price of the special constructions and/or design, which do not come under the concept of accessories as meant in art. 23.3. If the year of construction deviates from the year of issue of the registration certificate part I, the starting point for determining the original catalogue value must be the year of construction as mentioned under “particulars” on the registration certificate part I.

7.1.3. Removal: the premium may also be determined on the basis of the postal code of the residence address of the policyholder according to the municipal register, if this is a natural person. If it concerns a business or legal person the region will be determined by the postal code of the regular driver.

7.1.4 The number of kilometres: by number of kilometres is meant the maximum amount of kilometres to be driven each year according to the statement of the policyholder.

The changes mentioned under art. 7.1 may lead to an adaptation of the premium as from the date of change.

### **7.2 Repair or revision of the own motor vehicle**

If the motor vehicle, on account of repair or revision, is temporarily replaced by a similar motor vehicle, this insurance also applies to the latter motor vehicle, in so far as not insured elsewhere. This does not concern cover within the meaning of the Wet Aansprakelijkheidsverzekering Motorrijtuigen (Act on Compulsory Liability Insurance for Motor Vehicles - WAM)

Only the policyholder may appeal to this cover. In case of an occurrence with a replacing motor vehicle the policyholder is obliged to inform Aon or the insurers of the replacement stating other insurances which may be applicable for the replacing motor vehicle.

## **8 Duration and end of the insurance**

### **8.1 Currency**

The insurance has a currency mentioned in the policy schedule and is tacitly renewed each time with a same period.

### **8.2 Written cancellation**

#### **8.2.1 The insurance ends through written cancellation by Aon:**

- a. Towards the end of the currency mentioned in the policy schedule subject to two months' notice;
- b. Within one month after an occurrence which may lead to an obligation to pay for Aon or the insurers has been reported by the insured to Aon or the insurers or after Aon or the insurers have made or have rejected a payment by virtue of the insurance. The insurance ends on the date mentioned in the cancellation letter, although not sooner than two months after the date of the cancellation letter, except in the case the cancellation is connected with the deliberate intent of an insured to mislead;
- c. If the policyholder does not pay the premium due on the first premium due date in time or refuses to pay it and in case the policyholder does not pay the subsequent premium in time or refuses to pay it. However, in the latter case only if Aon or the insurers have summoned the policyholder to pay the subsequent premium without any result after the lapse of the premium due date. The insurance ends on the date mentioned in the cancellation letter, although in case of not paying in time no sooner than two months after the date of the cancellation letter;
- d. Within two months after the discovery that the policyholder did not comply with the obligation of disclosure when entering into the insurance and the policyholder thereby acted with the deliberate intent to mislead or if Aon or the insurers would not have effected the insurance when knowing the true state of affairs. The insurance ends on the date mentioned in the cancellation letter.

#### **8.2.2 The insurance ends through written cancellation by the policyholder:**

- a. Towards the end of the currency mentioned in the policy schedule subject to two months' notice;
- b. Within one month after receipt of the written notification of Aon or the insurers, implying a change of the premium or conditions to the prejudice of a policyholder. The insurance ends on the day on which the change commences according to the written notification of Aon or the insurers (although not sooner than thirty days after the date of the notification meant);
- c. Towards the beginning of a new insurance year following a full insurance year in which no risk was run, provided that the cancellation takes place within one month after the lapse of the last insurance year;
- d. Within two months after Aon or the insurers made an appeal towards the policyholder for not complying with the obligation of disclosure when entering into the insurance. The insurance ends on the date mentioned in the
- e. cancellation letter or, in the absence of this, on the date of the cancellation letter.

### 8.3 Cancellation by law

The insurance ends by law:

- as soon as the policyholder or (after death) the heirs cease to have an interest in the motor vehicle insured and lose the actual control about it;
  - as soon as the policyholder ceases to have his residence in the Netherlands;
  - as soon as the motor vehicle insured is as a rule put up abroad or starts carrying a foreign number plate;
  - as soon as Aon or the insurers have compensated the damage to the motor vehicle insured on a basis of total loss;
- the policyholder, the insureds and their heirs, respectively, are obliged to inform Aon or the insurers of the above as soon as reasonably possible.

### 8.4 Suspension of the insurance

At the request of the policyholder the insurance may be suspended if:

- temporarily no use is made of the motor vehicle and exemption from the vehicle-bound obligation has been obtained from the Rijksdienst voor het Wegverkeer (State Department for Road Traffic) or
- after transfer of ownership or total loss another motor vehicle, offered for insurance and accepted by Aon or the insurers, is not immediately put into use.

The suspension results in the cover ending and becoming in force again after agreement has been reached about this with the insurers. If the cover is not continued within 36 months for an(other) motor vehicle the insurance shall end.

## 9 Communications

### 9.1 Communications to Aon

All communications which the insureds, other interested parties and the insurers must make or wish to make to each other shall likewise be deemed to have been made as soon as they have been brought to the notice of Aon.

### 9.2 Communications from Aon

Communications to the policyholder may be made by Aon in a legally valid way to the latest address of the policyholder known by Aon.

## 10 Disputes

The following applies unless agreed upon otherwise in writing:

### 10.1 Law

The settlement of disputes arising from this insurance contract is subject to Dutch law and the usage applying in the Dutch insurance practice;

### 10.2 Competence

All disputes regarding this insurance contract are subject to the judgment of the competent judge in the place of issue of the policy.

## 11 Privacy

The personal data supplied during the application for an insurance as well as the personal data which might be submitted further may be processed by the insurers and Aon for the benefit of mediation, entering into and carrying out insurance contracts and other (financial) services and managing the relations arising therefrom, including the prevention and fighting of fraud and of activities aimed at enlarging the database of customers.

## **12 Acceptance through authorised agents**

### **12.1 Signing insurers**

In so far as acceptance has occurred through authorised agents they declare that they have underwritten for the insurers and the shares accepted for them, as mentioned and specified in the share statements filed by the authorised agents with the Cooperative Association Dutch Insurance Exchange b.a. (CVNAB).

### **12.2 Insurers not mentioned**

If the insurers involved and the shares accepted for them have not been mentioned in the policy a statement of those insurers and their shares is issued to the interested parties, when asked, by the Cooperative Association mentioned in the first subsection.

The interested parties may also turn to Aon for obtaining the statement meant.

## **13 Complaints**

### **13.1 Management Aon**

Possible complaints connected with this insurance contract may be submitted in writing, whilst mentioning name, address and policy number, to the management of Aon.

### **13.2 Complaints Institute**

One may also turn to the following bodie:

Klachteninstituut Financiële Dienstverlening (Kifid),  
(Foundation Complaints Institute Financial Services),  
PO Box 93257,  
2509 AG The Hague  
telephone : 0900-3552248

## Category I Insurance Conditions Motor Vehicles

### 14 Insureds

Contrary to art. 1.5 the employer of the insureds mentioned in the aforementioned article shall also apply as insured if he is liable within the meaning of section 6:170 Burgerlijk Wetboek (Civil Code).

### 15 Assistance

If the insurance refers to a motor vehicle for which a driving licence A, B or BE is required, this insurance gives claim to assistance and/or compensation of costs if:

- the motor vehicle is stolen or is no longer able to take part in traffic as a result of fire, any external cause, a mechanical and/or electronic defect or inherent vice;
- the driver is no longer able to drive the motor vehicle and another passenger is unable to take over the control.

#### 15.1 Extent of assistance in the Netherlands

The assistance in the Netherlands comprises:

15.1.1 transport of the damaged motor vehicle and possible trailer to a garage or another address according to choice within the Netherlands;

15.1.2 transport of the driver and possible passengers with their luggage by taxi to an address according to choice within the Netherlands;

#### 15.2 Extent of assistance outside the Netherlands

The assistance outside the Netherlands (but within the territorial limits) comprises:

15.2.1 compensation of the costs of salvage and transport of the damaged motor vehicle and possible trailer to the nearest garage;

15.2.2 possible forwarding on of replacing parts;

15.2.3 if (provisional) repair will take more than 4 working days:

- transport of the damaged motor vehicle and possible trailer to the Netherlands;
- if economically not justified: compensation of the costs of import and destruction of the wreck;

15.2.4 compensation of the costs of continuation of the journey to the place of first destination by public transport 2<sup>nd</sup> class (taxis and aeroplanes not included), or compensation of the costs for the return journey of the driver and the passengers by public transport 2<sup>nd</sup> class (taxis and aeroplanes not included) increased by the costs of transport by taxi to or from, respectively, the nearest bus or railway station;

15.2.5 in case of theft of the motor vehicle, the service meant for this under art. 15.2.1 up to and including 15.2.3 if the motor vehicle is found back, as well as the service indicated under art. 15.2.4 after discovery of theft.

#### 15.3 Performance

The performance of this service is taken care of by the emergency service mentioned on the green card. The latter will decide on the way in which the transport meant in art. 15.1 and 15.2 takes place, subject to the circumstances. From the costs to be compensated the direct costs are deducted which would have been incurred anyway.

#### 15.4 Discount, deductible

Providing this service has no influence on the discount for driving without accident and the deductibles applying to the insurance are not applicable here.

- 15.5 Exclusions  
The assistance does not apply to registration number insurances and to motor vehicles used for rental without driver.

## 16 Bonus-malus arrangement

16.1 Bonus/malus scale for car/motorcycle insurances

Present grade	Premium percentage	Number of reported claims with new grade below			
		none	1	2	3
20	25	20	15	8	1
19	25	20	13	7	1
18	25	19	12	6	1
17	25	18	11	6	1
16	25	17	10	5	1
15	25	16	9	5	1
14	30	15	8	4	1
13	32.5	14	7	3	1
12	35	13	7	3	1
11	37.5	12	6	2	1
10	40	11	6	2	1
9	45	10	5	1	1
8	50	9	4	1	1
7	55	8	3	1	1
6	60	7	2	1	1
5	70	6	1	1	1
4	80	5	1	1	1
3	90	4	1	1	1
2	100	3	1	1	1
1	125	2	1	1	1

- 16.2 The premium reduction  
A premium reduction is granted in spite of report of loss
- if no indemnity is due on account of a liability claim or a motor car claim;
  - if the loss or damage paid has been recovered completely (in case of motor car claims on a new value basis: the actual loss or damage);
  - if it concerns a loss or damage occurred as a result of one of the causes mentioned in art. 24.1;
  - if the insurers are unable to recover the loss or damage paid exclusively as a result of the existence of a claim settlement agreement with other insurers;
  - if the insured submits a fully completed so-called "European accident report form" signed by the parties involved, from which it appears in the opinion of the insurers that with regard to such loss or damage no payment comes to their account. Should it appear at a later stage that a payment has to take place to the account of the insurers after all, the premium reduction for the claim free course will be adapted after all;
  - if the policyholder pays back the loss or damage paid including the costs incurred externally within 3 months after the next contract expiry day, after the insurers informed him about the extent of it;
  - if there is a question of a collision with a pedestrian or cyclist, whereby the insured cannot be blamed at all with regard to the occurrence of such collision.

## 17 Assistance to the wounded

Also covered under this insurance are damage or the soiling of the inner furnishing of the motor vehicle occurred during the free transport of persons who were involved in an accident. This cover is without deductible and also applies if only an insurance against the consequences of legal liability has been effected.

## Category IA Special Insurance Conditions Liability

### 18 Act on Compulsory Liability Insurance for Motor Vehicles (WAM)

Subject to what might explicitly be provided otherwise in the insurance conditions of this policy, this insurance is deemed to comply with the requirements made by or by virtue of the Wet Aansprakelijkheidsverzekering Motorrijtuigen (Act on Compulsory Liability Insurance for Motor Vehicles - WAM).

### 19 Purport and extent of the insurance

#### 19.1 General

This insurance provides cover against the financial consequences of the liability of the insured for loss of or damage to persons and/or third party property – including the loss or damage arising from that – caused with or by the motor vehicle and this for all the insureds together up to an amount not exceeding the amount each occurrence mentioned in the policy schedule.

If the loss or damage has been caused in a country belonging to the territorial limits insured, where a higher amount insured is prescribed by law, the insurance provides cover up to such higher amount.

#### 19.2 Coupled object

If the motor vehicle is a passenger car or a van, a two-wheeled trailer (or other two-wheeled vehicle or vehicle with a tandem axle), which has been coupled to the motor vehicle, is regarded as part of the motor vehicle.

#### 19.3 Damage to own motor vehicles

##### 19.3.1 Company car

If the motor vehicle insured causes damage to another motor vehicle, of which the policyholder is the owner or the holder, the insurers will compensate the damage to such other motor vehicle, if and in so far as they would have been obliged to do so by virtue of the insurance conditions if the loss or damage would not have been sustained by the policyholder but by a random aggrieved party, unless:

- such other motor vehicle may be regarded as part of the motor vehicle insured within the meaning of the Wet Aansprakelijkheidsverzekering Motorrijtuigen (Act on Compulsory Liability Insurance for Motor Vehicles - WAM);
- the loss or damage has been caused in a building or at a site used by the policyholder.

The consequential loss and possible depreciation arising from the accident are excluded.

##### 19.3.2 Other family motor vehicles of the policyholder

If the insurance refers to a family passenger car and with or by this passenger car damage is inflicted to another passenger car, of which the registration number is in the name of an insured, the insurers will compensate – provided that these cars are mainly driven by the policyholder or by family members living with him - the damage to the other car (including the loss or damage resulting from that), if and in so far as they would have been obliged to do so by virtue of the insurance conditions if the loss or damage would not have been inflicted to the policyholder but to a third party.

#### 19.4 Co-passengers

Within the limits of this policy this insurance includes the liability of persons who, without driving the motor vehicle themselves, are present in or on the motor vehicle, or get in, on, down or off it, all this with exclusion of damage inflicted to the motor vehicle insured and the goods carried with, in or on it.

#### 19.5 Security

If, to guarantee the rights of the aggrieved parties, the provision of a security is required by a foreign government in order to obtain the relief of an attachment of the motor vehicle or to obtain the release of an insured, the insurers will provide such security up to an amount not exceeding EUR 50,000.00 each occurrence, provided that there is a question of a covered loss.

The insureds are obliged to authorise the insurers to have disposal of the security as soon as it is released; they will have to provide full cooperation to obtain the repayment.

19.6 Cargo and/or other goods  
Included under the insurance is the liability of the persons insured under this policy for loss or damage inflicted to third parties with or by cargo or other goods, whilst they are on, are being transported by, fall from or after they have fallen from the motor vehicle. Liability for any loss or damage during loading and unloading is only insured if and in so far as the loss or damage would not have been covered by another insurance, had the present insurance not existed.

19.7 Coupled object  
Included under the insurance is the liability of the persons insured under this policy for loss or damage inflicted to third parties with or by objects, as long as such objects are coupled to the motor vehicle, or, after they have been released or come off of it but have not yet come to a definite standstill out of the traffic. If the insurance concerns a motor vehicle with a "maximum permitted weight" of over 3,500 kg, the cover only applies if such is explicitly mentioned in the policy.

19.8 Trial costs, statutory interest and salvage costs

The following are compensated over and above the amount insured:

- the costs of legal proceedings;
- the costs of legal proceedings pursued with the insurers' approval or at the insurers' request and the costs of legal assistance provided to their order;
- statutory interest;
- the statutory interest on the part of the principal sum covered by the insurance;
- the salvage costs.

## 20 Restrictions and exclusions

In addition to the exclusions as mentioned in art. 3 the following restrictions and exclusions also apply to this category:

20.1 Goods the insured has under care, custody or control  
Excluded is damage to goods which the insured has under his care, custody or control or which are transported by the motor vehicle, including a coupled object. By goods which are transported by the motor vehicle are not meant the goods of passengers, which belong to their private household.

20.2 Bodily injury inflicted on the driver  
Excluded is the liability for bodily injury inflicted on the driver of the motor vehicle causing the accident.

## 21 Right of recovery of the insurers

21.1 Deviation of the policy cover  
In all cases in which the insurers have been obliged to compensate a loss or damage by virtue of the Wet Aansprakelijkheidsverzekering Motorrijtuigen (Act on Compulsory Liability Insurance for Motor Vehicles - WAM) or an analogous foreign act, to which compensation they have not been obliged towards the insured in question on account of the policy provisions, the insurers are entitled to recover such loss or damage compensated by them from the insured who is liable towards the aggrieved party as well as from the policyholder. This right of recovery also comprises the costs incurred by the insurers with regard to this loss or damage.

21.2 End of the cover  
A right of recovery against the insureds also belongs to the insurers in case of loss or damage caused after the end of the insurance or the cover. If the loss or damage has been caused by another than the policyholder after the insurance ended in accordance with art. 8.3 in case of death of the policyholder, the insurers will not make use of their right of recovery against the policyholders' heirs, if they complied with the obligation to notify which lies with them by virtue of the provision mentioned.

## **22 Dealing with a claim**

The insurers are entitled to deal with claims from aggrieved parties according to their own view, to compensate a loss or damage directly to the aggrieved parties and to make settlements with them.

If the compensation consists of instalments and if the value of such compensation, taking possible other compensations into account, exceeds the amount insured, either the duration or the extent of such compensation is reduced proportionally.

## Category IB Special Insurance Conditions Motor Car

### 23 Motor car insurance motor vehicles

Up to no more than the amount mentioned in the policy schedule whilst deducting the applicable deductible, the insured has a claim for compensation of loss of or damage to the motor vehicle occurred as a result of the occurrences mentioned below in art. 24.1 and in addition as a result of colliding, overturning, skidding, getting off the road or into the water or as a result of other external calamities.

In addition the insured has a claim for compensation of:

- 23.1 **Guarding and transport of the motor vehicle**  
In so far as not already insured by virtue of art. 15, the costs of guarding and transport of the motor vehicle to the nearest established repairer, with whom the motor vehicle may be repaired of the damage meant in the introduction of this article;
- 23.2 **General average Contribution**
- 23.3 **Accessories**  
Loss of or damage to accessories not belonging to the standard equipment, in so far as they have been fixed immovably to or in the motor vehicle and this up to a maximum of 10% of the catalogue value (minimum EUR 1,250.00) of the motor vehicle, as well as of the loss of or damage to the other accessories, in so far as they are destined to advance road safety, such as a fire extinguisher, warning triangle, breakdown case and lamp, towing cable and first-aid kit.  
By accessories are not meant those parts which have been fixed to replace the standard parts of the motor vehicle or which change the motor vehicle in its standard construction.  
Such provisions, such as light metal rims, LPG systems, sliding roof, communication, navigation and similar equipment, as well as rust prevention treatment and special paintings are only eligible for compensation if explicitly included in the insurance.  
No compensation will be given for goods such as radar detection equipment and laser shields.  
The amount mentioned in the policy schedule may also be exceeded by the effect of art. 28.
- 23.4 **Assistance outside the Netherlands after breakdown**  
In addition to the provisions in category I, also the compensation of the necessary costs of assistance along the road up to a maximum of EUR 500.00 each occurrence. The costs of parts and repair are not eligible for compensation.  
In addition the costs will be compensated of ordering and forwarding on behalf of the insured of parts which are necessary to make the motor vehicle ready to be driven, if such parts are not locally available in the short run.  
The costs of parts themselves are not eligible for compensation. However, they may be advanced by the insurers. The insurers may, however, require payment in advance if such costs exceed EUR 700.00.
- 23.5 **Motorcycle or scooter**  
In case of an accident with a motorcycle or scooter loss of or damage to clothing and the helmet of the passengers is compensated up to a maximum of EUR 700.00 per passenger each occurrence.

### 24 Purport and extent of the restricted motor car insurance

- 24.1 **Causes of loss or damage**  
If according to the policy schedule the risk of restricted motor car damage to the motor vehicle is insured, the insured has a claim for compensation of loss or damage occurred as a result of:
- theft, embezzlement, joyriding as well as damage as a result of attempted theft of the motor vehicle and/or goods present in it or damage during the time the motor vehicle was stolen.  
The insurers are entitled to refuse the payment if the copy part III or the transfer certificate of the registration certificate cannot be submitted. Not included are goods which may not be regarded as accessories within the meaning of the policy;
  - fire, explosion, short circuit, self-ignition and stroke of lightning;

- c. breaking of window panes, not accompanied by another damage of the motor vehicle, apart from fragments of the pane;
- d. flooding, hailstones, landslide, snow avalanches or the blowing over of the motor vehicle, objects falling (down);
- e. gale (by which is meant a wind speed of at least 14 metres per second);
- f. collision with birds, loose animals or crossing wild animals. Any loss or damage which occurs during the possible subsequent or resulting collisions is not covered;
- g. an external calamity during the time when the motor vehicle has been transferred to a transport company for transport with a conveyance, with the exception of damage occurred during the hoisting and towing and of damage such as scratches, scrapes or damage to paintwork;
- h. riots; by these are meant incidental manifestations of violence.

#### 24.2 Theft of key

Without there being a question of a covered occurrence as described in art. 23 and 24.1, the costs of change, or – if such is impossible – replacement of locks of the motor vehicle insured, are compensated to prevent theft of the motor vehicle insured, if the motor vehicle keys after theft with burglary or after robbery with violence have got into possession of unauthorised persons. By motor vehicle keys are meant in this respect any mechanical and/or electronic means by which the doors of the motor vehicle may be opened and/or its engine may be started. The compensation will amount to no more than 3% (with a minimum of EUR 650.00) of the amount insured for “motor car” or “restricted motor car”. The theft or robbing meant above has to appear from a police report in which the motor vehicle keys are mentioned separately.

### 25 Restrictions and exclusions

In addition to the exclusions as mentioned in art. 3 of the general conditions the following restrictions and exclusions also apply to the motor car insurance:

#### 25.1 Freezing

Excluded is any loss or damage as a result of freezing other than as a direct consequence of an occurrence laid down in art. 23 and 24.1.

#### 25.2 Causes

Excluded is damage as a result of wear and tear, depreciation, maintenance arrears or pure mechanical damage, as well as damage which is the direct and only consequence of improper use of the mechanism, construction defects or material defects, inherent vice or another internal cause.

However, if as a further consequence of that an occurrence took place within the meaning of art. 23 and 24.1 the damage caused as a result of that is covered.

#### 25.3 Loss of use

Excluded is loss or damage as a result of not being able to use the motor vehicle.

#### 25.4 Audiovisual equipment

Loss of or damage to audio/visual equipment as a result of burglary to the motor vehicle or theft is restricted to a maximum of EUR 1,750.00 each occurrence, unless during the assessment of the amount insured for motor car or restricted motor car account has been taken of a higher value for such equipment.

Excluded is loss or damage as a result of theft of such equipment, which has been fixed immovably in the motor vehicle and of which, after the theft, the removable control panel belonging to it cannot be shown.

#### 25.5 Theft/missing of motor vehicle keys

The insurance does not give a right to compensation on account of theft of the motor vehicle insured if the policyholder – after he had become aware that the motor vehicle keys were stolen or missing – did not take adequate measures as soon as possible to prevent theft of the motor vehicle by making use of stolen or missing keys. By motor vehicle keys are meant in this respect any mechanical and/or electronic means by which the doors of the motor vehicle may be opened and/or its engine may be started.

#### 25.6 Use of alcohol and the like

- 25.6.1 The insurance does not provide any cover if the occurrence took place whilst the driver of the motor vehicle was under such an influence of alcoholic drinks and/or any intoxicating, stimulant agent or medicine, that he could not be regarded capable of driving the motor vehicle properly, or that this has been or would have been prohibited for him by the law or government.
- 25.6.2 There is also a question of exclusion of cover if the driver refuses to cooperate in a breath, urine or blood test or a similar examination, or withdraws from this.

The exclusions in art. 25.6 do not apply to that insured who proves that the circumstances meant have occurred without his knowledge and against his will and that reasonably he cannot be blamed with regard to that.

## **26 Repair of the motor vehicle**

- 26.1 **Conditions repair**  
The insured is obliged to wait with repairing or having repaired the motor vehicle until the insurers or the expert(s) appointed by them have given him permission for that, unless the entire repair costs do not amount to more than EUR 700.00 for four-wheeled or more-wheeled motor vehicles, and EUR 350.00, respectively, for other motor vehicles.
- 26.2 **Temporary provision**  
However, if the damage is of such a nature that driving on is impossible or presents danger for traffic or for the motor vehicle itself, but the motor vehicle, through a simple temporary provision may be brought in such a state that it can be used again without those dangers, the insured is authorised to make such a temporary provision.
- 26.3 **Loss assessment**  
Assessment of loss or damage and approval for repair are always without the insurers admitting their obligation to compensate the loss or damage as a result of that.

## **27 Compensation**

- 27.1 **Claim settlement in case of theft, burglary, embezzlement or joyriding**  
In case of the occurrences theft, burglary, embezzlement and joyriding the insured is obliged to immediately make a report to the police. In case of missing of the motor vehicle the policyholder declares to agree with the insurers notifying the vehicle data to the Vermiste Objecten Register (Missed Objects Register, VOR), so that private organisations recognised by the government may be called in by the insurers for retrieving and returning the motor vehicle.

The right to indemnity begins after a 30 days' period after the report has lapsed without the insured having obtained the disposal of the motor vehicle and after the insured, upon request of the insurers, transferred to them the ownership of the stolen goods insured. In the deed of assignment it is provided in any case that, if the insurers get the control of the motor vehicle, the insured is entitled to repurchase this from them against the paid amount, increased by the costs incurred by the insurers.

If the insurance refers to a passenger car (not being a learner car, lease car or rented car) an amount will be compensated to the insured in case of loss of the motor vehicle as a result of theft or embezzlement, provided that such risk is covered, of EUR 30.00 for each day when the motor vehicle was not at the insured's disposal. Such compensation shall take place for a period of no more than 30 days.

- 27.2 **Compensation in case of total loss**  
In case of total loss of the motor vehicle as a result of a risk insured the insurers will compensate the value as it was immediately before the loss, assessed subject to art. 28, and decreased by the value of the wreck.  
Such total loss is deemed to be present if the repair costs exceed the value of the motor vehicle at the point of time mentioned, decreased by the value of the wreck.  
In case of indemnity in case of total loss of the motor vehicle the insurers retain the right to have the wreck transferred to a party indicated by them.

The payment of the compensation shall not take place before the insured transferred to the insurers the ownership of the motor vehicle, all keys belonging to the motor vehicle and all parts of the registration certificate belonging to the motor vehicle.

#### 27.3 Deductible standard arrangement

From the motor car compensation assessed the following is deducted as deductible:

- the amount mentioned in the policy schedule for 'motor car', for a four-wheeled or more-wheeled motor vehicle, and EUR 90.00 for other motor vehicles.  
All this if there is a question of an occurrence covered under art. 24.1 under b up to and including h;
- the amount mentioned in the policy schedule for 'motor car' as such, to be increased by EUR 68.00 if the driver is not yet 24 years old at the moment of the occurrence, for other occurrences covered;

No deductible is deducted from a compensation which exclusively refers to the day compensation as mentioned in art. 27.1 or from the 'compensation in case of theft of the motor vehicle keys' under art. 24.2.

#### 27.4 Arrangement special deductible

With regard to the deductible to be applied the following provisions apply in addition to the standard arrangement.

Deductible decrease in case of claim settlement according to the special claims procedure (as described in the green card or the enclosure with the policy).

If there is a question of damage to a passenger car or van which has actually been repaired according to the special claims procedure, the applicable deductible will be reduced by EUR 135.00.

However, such reduction shall not take place if the repair exclusively refers to the replacement of one or more window panes of the motor vehicle, or if the labour costs for the repair are less than EUR 68.00 excluding V.A.T. If there is a question of a damage to a motorcycle, the aforementioned deductible will be reduced by EUR 90.00.

##### Deductible reduction in case of window damage

If there is a question of window damage which is settled through the special window damage service of the insurers (see also the green card), the following will apply with regard to the deductible:

- costs connected with a window pane repair are compensated without deducting a deductible;
- from the compensation of costs connected to a window pane replacement the applicable deductible is reduced by EUR 68.00.

If use is made of the window pane service as mentioned above, the invoicing has to take place through Aon. The deductible – and the V.A.T. if refundable – has to be paid directly to the repairer by the insured.

##### Deductible reduction in case of theft prevention

In case of a theft payment for a passenger car or van (theft within such meaning that the motor vehicle is not retrieved within 30 days after the occurrence) the applicable (standard) deductible is reduced by EUR 135.00 if the motor vehicle, at the moment of theft, was provided with VBV/SCM approved theft prevention equipment of a higher class than was required at acceptance. The insured must prove the prevention fixed by submitting a certificate to that effect.

#### 27.5 Salvage costs

The salvage costs are also compensated in case of excess of the amount insured.

## **28 New value arrangement passenger cars**

### **28.1 Condition motor vehicles**

This arrangement applies for a motor vehicle which:

- is regarded, according to the Dutch registration certificate, as a passenger car with the exception of taxis, rented cars, lease cars as well as cars with a commercial registration certificate and
- was new at the issue of the Dutch registration certificate and of which the new value at that moment was not more than EUR 75,000.00 (including BPM (motor vehicle tax) and V.A.T.) and
- is not older than 36 months at the moment of a loss or damage.

The value of the motor vehicle immediately before the occurrence is determined as follows – starting from the date of issue of the registration certificate:

If the occurrence takes place within twelve months after issue of the registration certificate the new value at the moment of the loss or damage shall apply as value for the use of art. 27.2.

If the occurrence takes place in the 13<sup>th</sup> up to and including the 36<sup>th</sup> month after issue of the registration certificate the new value, less 1.5% on the first EUR 10,000.00 and 2% on the excess for each wholly or partially lapsed month which the motor vehicle is older than 12 months at the time at the moment of the loss or damage, shall apply as value for the use of art. 27.2.

### **28.2 Condition extent of the damage**

If the repair costs amount to more than 2/3 of the value of the motor vehicle immediately before the occurrence, as assessed in art. 28.1, the policyholder may, as desired, also claim compensation on the basis of total loss.

## **29 Waiver rights of recovery**

### **29.1 Authorised driver**

Towards the driver of the motor vehicle who has been explicitly or tacitly authorised by the insured and his employer the insurers will renounce the rights of recovery with regard to the compensation paid by them.

### **29.2 Right of recovery**

The waiver of the rights of recovery, as described in art. 29.1, does not apply:

- if the loss or damage occurred during the period when the motor vehicle was being treated, under maintenance or under repair against a payment.
- If an exclusion applies which could also have been called into being against the insured.

## Category II – Insurance Conditions Accident Passengers

### 30 Definitions

#### 30.1 Insureds

Contrary to the provisions of article 1.5 the insureds are those who, at the moment of the accident described in art 30.3, are present in or on the motor vehicle, or get in, on, down or off it, all this with the approval of the person qualified for this.

#### 30.2 Beneficiaries

Unless agreed otherwise the payments will be made:

##### 30.2.1 with regard to a payment on account of death:

- to the spouse or the registered partner of the insured;  
or in case of his/her absence:
- to the heirs of the insured.

##### 30.2.2 with regard to payments on the basis of permanent disablement and medical costs to the insured.

#### 30.3 Accident

##### 30.3.1 By accident within the meaning of this category is meant: a violent occurrence during the currency of this insurance from external causes, suddenly and directly affecting the body of the insured as a result of which medically establishable injury occurs and/or the insured dies.

##### 30.3.2 The concept of accident also comprises:

- a. sunstroke, freezing, drowning, suffocation, lightning or other electric discharge and cauterisation by caustic substances;
- b. sunburn, exhaustion, starvation and/or dehydration as a result of getting isolated by any calamity;
- c. acute poisoning as a result of swallowing poisonous gases or vapours or solid or liquid substances;
- d. getting infected by germs as a result of an involuntary fall into the water or into another solid or liquid substance;
- e. sprain, dislocation and the tearing of muscles – also if occurred as a result of own sudden exertion – provided that the nature and the location of such injuries are medically demonstrable;
- f. skin injury, occurred in a relatively short time as a result of the rubbing of hard objects to hands and feet;
- g. medically establishable bodily injury, occurred as a result of the unintentional penetration of substances and objects from outside the body into the bronchial tubes, the digestive organ, the auditory ducts or the eyes;
- h. wound infection and blood poisoning, directly connected with a covered accident, as well as complications and aggravations of the accident injury as a direct result of providing first aid or of a treatment regarded medically necessary;
- i. lumbago (lumbar pain), tenosynovitis (tendovaginitis crepitans), whiplash (coup de fouet), hernia nuclei pulposi and operation of hernia (intestinal ruptures) as restricted in art. 34.5;
- j. cervical (or lumbar) acceleration injury of the spinal column (post whiplash syndrome) with possible neuropsychological and/or vestibular defects.

### 31 Purport of the insurance

The cover of this category applies with regard to accidents occurring to passengers of the motor vehicle insured during or as a result of the driving/riding in/on the motor vehicle mentioned in the policy schedule, the getting in, on, down or off it and/or the carrying out of (emergency) repairs along the way or the providing of assistance with this, or if an insured is on the premises of a petrol station in connection with the fuel supply of the motor vehicle.

### 32 Extent of the payment

#### 32.1 Death (Category A)

If the insured dies as a direct result of an accident, the sum insured for A is paid subject to the provision of art. 33.3. From such payment all amounts are deducted which have already been paid regarding the same accident on account of B (see art. 32.2), but never more than the amount to be paid for death on account of A.

32.2 In case of permanent disablement (B)  
 If the insured becomes permanently disabled as a direct result of an accident, the percentages of the sum insured for B mentioned below are paid, unless the provisions of art. 33.3 apply:

in case of complete loss of the mental faculties	100%
in case of complete paralysis	100%
in case of complete loss of sight of both eyes	100%
in case of complete loss of sight of one eye	30%
if within the framework of this contract a payment has already been made for the loss of one eye there will be a payment in case of the loss of the other eye of	70%
in case of complete deafness of both ears	60%
in case of complete deafness of one ear	25%
if within the framework of this contract a payment has already been made for complete deafness of one ear there will be a payment in case of the occurrence of complete deafness of the other ear of	35%
in case of complete loss of smell and taste	10%
in case of complete loss of:	
the arm until in the shoulder joint	75%
the hand and arm until in the elbow joint or between the elbow and the shoulder joint	68%
the hand until in the wrist joint or the hand and arm between wrist joint and elbow joint	60%
the leg until in the hip joint	70%
the foot and the leg until in the knee joint or knee and hip joint	60%
the foot and the leg between the ankle and knee joint	50%
the thumb	25%
the index finger	15%
the middle finger	12%
the ring finger	10%
the little finger	10%
the big toe	10%
any other toe	5%
the spleen	5%
in case of whiplash syndrome (maximum)	5%

Uselessness is equated with loss. In case of partial loss a proportional part of these percentages is paid.

32.2.1 With regard to permanent disablement there is never paid more in total than the maximum amount which is paid in case of 100% permanent disablement of the insured. In case of loss of several fingers of one hand the payment shall never be more than the amount which is paid in case of loss of the entire hand.

32.2.2 For all cases of permanent disablement not mentioned under art. 32.2 a percentage is assessed independent of the insured's profession.

32.2.3 If an already existing permanent disablement is increased as a result of an accident, the payment will be based on the percentage equal to the difference in degree of permanent disablement before and after the accident.

The assessment of such percentage takes place subject to the provisions of art. 32.2.

32.2.4 The insurers may, if the permanent nature of the disablement of the insured is not certain for them, or if the degree of it may still undergo a change, postpone their decision with regard to a payment on account of B until at the latest 1 year after the day of report of the accident. If they make use of this right they will compensate to the beneficiary, as from the beginning of the 7<sup>th</sup> month after the date on which the accident has been reported, an interest equal to the statutory interest, to be calculated on the payment amount on account of B to be assessed later.

32.2.5 If the insured has become permanently disabled as a direct result of an accident and dies after that through a cause not connected with such accident, before the degree of permanent disablement has been assessed, the insurers will make a payment to the beneficiary/beneficiaries of the sum insured for B on the basis of the percentage of permanent

disablement which corresponds with the latest data known with regard to the expected degree of permanent disablement.

32.2.6 Progressive payment

If such appears from an endorsement of the policy schedule the following progressive payment percentages will apply. In case of a degree of permanent disablement of at least 26% the payment percentage is increased up to the percentages to be mentioned hereafter:

A = degree of disablement		B = payment percentage			
A	B	A	B	A	B
26	27	51	78	76	153
27	29	52	81	77	156
28	31	53	84	78	159
29	33	54	87	79	162
30	35	55	90	80	165
31	37	56	93	81	168
32	39	57	96	82	171
33	41	58	99	83	174
34	43	59	102	84	177
35	45	60	105	85	180
36	47	61	108	86	183
37	49	62	111	87	186
38	51	63	114	88	189
39	53	64	117	89	192
40	55	65	120	90	195
41	57	66	123	91	198
42	59	67	126	92	201
43	61	68	129	93	204
44	63	69	132	94	207
45	65	70	135	95	210
46	67	71	138	96	213
47	69	72	141	97	216
48	71	73	144	98	219
49	73	74	147	99	222
50	75	75	150	100	225

32.3 Medical treatment (D)

If the insured, as a direct result of an accident, has to incur costs of medical treatment, such costs will be compensated up to an amount not exceeding the sum insured for D, provided that this has not been met in another way and after and in so far as the proof has been submitted to the insurers.

By costs of medical treatment are exclusively meant fees of physicians as well as costs prescribed by a physician incurred for treatment and medicine, nursing in a hospital, dressing material, transport to and from a physician and/or hospital, purchase of artificial limbs, a guide dog for the blind or a wheelchair, become necessary as a result of the accident.

32.4 Luggage

If mentioned in the policy schedule category F provides the insureds with a claim for compensation if, in connection with the use of the motor vehicle insured, they sustain a loss or damage as a result of destruction, the perishing or damage of luggage carried along.

If goods present in the motor vehicle are destroyed or damaged as a result of an occurrence affecting the motor vehicle such as fire, explosion, spontaneous combustion, collision, turning over, getting off the road or any sudden external calamity, the insurers will pay the costs of repair or, if repair is no longer possible, the value of those goods immediately before the loss or damage occurred, reduced by the possible residual value.

In case of missing of goods present in the motor vehicle a payment is also provided, provided that such missing is connected with an occurrence described above.

As such an occurrence is not regarded: the damaging of the motor vehicle with the view to steal goods from it.

The goods eligible for the payment are: clothes worn by the insured, articles of use owned by the insured as well as other luggage destined for personal use, with the exception of cash, securities, commodities, jewellery, objects of art or articles only having a collector's value.

### **33 Maximum payments**

The following applies contrary to what has been provided about this in the policy schedule

- 33.1 **Payment category A**  
For persons younger than 16 or older than 70 a payment applies not exceeding EUR 5,000.00 each insured
- 33.2 **Payment category B**  
For B a payment applies not exceeding EUR 10,000.00 per passenger, if it concerns persons older than 70.
- 33.3 **Several insureds**  
The amounts insured per passenger are reduced in proportion of the number of passengers mentioned in the policy schedule to the actual number of passengers, if at the point of time of an accident there are more passengers in or on the motor vehicle than the number mentioned in the policy schedule.

### **34 Restrictions and exclusions**

In addition to the exclusions as mentioned in art. 3 of the general conditions the restrictions and exclusions mentioned hereafter also apply to this category.

- 34.1 **Criminal offence**  
No payment is provided in case the accident occurred during the insured committing or participating in a crime or attempt thereof.
- 34.2 **Alcohol**  
No payment is provided in case the accident occurred whilst the driver of the motor vehicle was under such an influence of alcoholic drinks or any other medicine, intoxicant or stimulant, that the driver could not be regarded able to properly drive the motor vehicle or that this would have been prohibited for him by the law or the authorities.
- 34.3 **Cargo space**  
No payment is provided to insureds who are carried in the cargo space of a commercial motor vehicle destined for goods.
- 34.4 **Earlier injury**  
No payment is provided if the accident occurred as a direct consequence of an existing illness, ailment or other abnormal physical or mental condition of the insured, unless this was caused by an earlier accident coming under this contract. If as a result of that the consequences of the accident would just have been increased, account is taken during the assessment of the extent of the payment of the consequences which the accident would have had with the insured, if such a deviation had not existed.
- 34.5 **Category D**  
If a compensation according to category D has been agreed upon, as has been described further in art. 32.2, no more than 1/5 part of the sum insured for this category each occurrence will be eligible for compensation for the cases mentioned in art. 30.3.2 i. For hernia pulposi the payment meant here will be provided only once.
- 35 **Obligations in case of an accident**  
In addition to the obligations as mentioned in art. 4 the following duties rest upon the insured:
  - 35.1 **Report**  
The insured is obliged to report an accident to the insurers within 3 months after it took place, on the understanding that an accident from which a right to a payment may occur in accordance with art. 32.3, must have been reported within 14 days after the accident occurred.

If the report is made later, a right to a payment may still occur provided that it is proved to the satisfaction of the insurer:

- that the permanent disablement and/or medical treatment is the exclusive consequence of an accident within the meaning of this contract;
- that the consequences of the accident have not been increased by illness, infirmity or an abnormal physical or mental condition;
- that the insured followed the prescriptions of the attendant physician in every respect.

35.2 Treatment

The insured is obliged to call in a qualified physician immediately and not omit anything which might promote a speedy recovery.

35.3 Cooperation

The insured and/or beneficiary/beneficiaries is/are obliged to give all cooperation to assess the nature and circumstances of the accident – including the giving of permission to carry out a post-mortem – as well as to assess the degree of permanent disablement.

35.4 Death

In case the insured should die each right to a payment shall lapse if the heirs or the beneficiaries did not report the death to the insurers at least 48 hours before the funeral or cremation.

**36 Disputes**

36.1 Extent

Disputes only referring to the extent of payments and compensations on account of this category are subject to the judgment of an advisory commission, consisting of three members, whose pronouncement is accepted by the parties as a binding advice.

36.2 Advisory commission

The members of the advisory commission are chosen from persons who are deemed to be expert with regard to the subject of the dispute. Each of both parties appoints one member; those two members appoint the third member in joint consultation.

36.3 Dispute in case of appointment

If they do not come to an agreement with regard to such appointment the third member will be appointed by the cantonal judge in Amsterdam upon a simple petition of the parties or of the plaintiff, who then notifies his opposing party of the serving of such petition. Such appointment of the advisory commission members must appear from a deed signed by the parties and those members, which also contains a description of the subject of the dispute.

36.4 Costs

Each party bears the costs of the member appointed by him; the costs of the third member are borne by each party for half; the third member is entitled, before taking the matter up, to demand a deposit up to an amount to be determined by him as security for the paying of his costs; the parties are obliged to the giving of such a deposit.

36.5 Other disputes

If, apart from disputes meant in art. 36.1, other disputes arising from this contract have also occurred, the former disputes are also subject to the legislation of a judge competent in the Netherlands, this in deviation of the provisions in art. 36.1.

### **CATEGORY III Insurance Conditions Passenger Indemnity**

#### **37 Insureds**

Contrary to the provisions of article 1.5 of the General Conditions the insureds are those who, at the moment of an occurrence described in art 38, are present in or on the motor vehicle, or get in, on, down or off it, all this with the approval of the person qualified for this.

#### **38 Description of the cover**

##### **38.1 Loss or damage**

The insurance gives a right to compensation of the loss or damage sustained by an insured as a result of an occurrence described in art. 38.2 hereafter.

By loss or damage is meant:

- loss as a result of injury or impairment of health, whether or not resulting in death;
- loss or damage as a result of damage or the getting lost of goods carried along with the motor vehicle belonging to the private household of an insured up to a maximum amount of EUR 1,600.00;
- motor vehicles or trailers/caravans and the goods carried by them are explicitly not regarded as such goods carried along.

The insurance does not provide any cover for a loss as a result of damage or loss of:

- cash and marketable securities;
- accessories/added goods as meant in the policy conditions;
- communication equipment (mobile telephones / navigation equipment);
- electronics and computer equipment (laptops and the like);
- loose jewellery.

##### **38.2 Covered occurrences**

The following apply as a covered occurrence:

- an accident, by which is meant a sudden unexpected violent occurrence from external causes, affecting the body of the insured and which causes a medically establishable injury;
- a traffic accident, being a collision, side-collision or running over in which the motor vehicle is involved.

The insurance also provides cover in case such an occurrence happens to an insured when carrying out (emergency) repairs along the way or providing assistance with this, or if he is on the premises of a petrol station in connection with the fuel supply of the motor vehicle.

#### **39 Loss or damage**

##### **39.1 Assessment compensation/rightful claimant**

In case of a loss as a result of death or injury the extent of the loss is assessed in accordance with the provisions to that effect of the Burgerlijk Wetboek (Civil Code) and the criteria of civil law. As rightful claimants by virtue of this insurance no others will ever apply than the insureds directly involved in the occurrence of the loss – in so far as they are natural persons – or their survivors.

##### **39.2 Amount insured**

The amount insured mentioned in the policy applies as maximum compensation each occurrence and also per motor vehicle, for all the insureds together.

##### **39.3 Seat belt / helmet**

If the insured, in violation of a legal obligation, did not wear a safety belt or helmet, the compensation will be reduced by 25%, unless the policyholder is obliged to compensate the full loss to the insured.

##### **39.4 Cover by virtue of category IA (liability)**

If it is certain that as a result of the occurrence of the loss an appeal can be made to the cover of category IA (liability) compensation of the loss will take place by virtue of such category.