



# Transport liability

## Policy conditions

TAP 01012021

### **TRANSLATION**

These conditions have been translated from the original Dutch wording. In case of differences between the wording of these conditions and the original Dutch wording, the provisions of the latter shall prevail.

### Introduction

The liability of the transporter for damage to the transported load is insured with this Transport liability insurance.

The policy conditions of this insurance are set out below. The following, amongst others, are included:

- the applicable rules;
- our and your obligations;
- how the premium is established;
- the reimbursements or assistance to which you are entitled;
- what you should do in the event of a claim.

It is important that you read these policy conditions carefully. This will ensure that you are fully aware of what actions you should take and your entitlements.

We will send you a policy schedule if you take out insurance with us. The policy schedule sets out the contingencies for which you are insured. Any Special conditions that are applicable to this policy can also be included on this. Please make sure that you safely store your policy schedule and the accompanying documents.

#### Reading guide to these policy conditions.

Check the table of contents for the topic you wish to learn more about. This is the quickest way to find the topic.

A description of the General Conditions is given after the explanation of the used terms. These are the conditions that apply for the entire insurance. After this, we then describe the conditions per cover. Your insurance cover is stated on the policy schedule.

If you would like to know whether we reimburse your damage, do not just look at what is insured, it is also important that you look at what is not insured. The excess, the amount of the maximum reimbursement or other special details also influence the amount that will be reimbursed.

#### Would you like additional information?

Do you have any questions concerning this insurance? Then do not hesitate to contact us. You can call us at +31 (0)528 29 29 99. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, [www.tvm.nl](http://www.tvm.nl), for more information on this insurance.



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### Explanation of the used terms

The following terms and words are explained to ensure these policy conditions are as comprehensible as possible. The terms that appear in the conditions are given below. The terms that we use with the conditions per cover are explained in that section.

- **Cabotage:** inland transportation in another country other than the one in which the transporter concerned is established, but within the European Union, Switzerland or Norway.
- **Fraud:** fraud occurs when you intentionally mislead or try to mislead us in order to receive a reimbursement or benefit to which there is no entitlement. Also included under fraud is seeking to benefit in another way without being entitled to a reimbursement, allowance or benefit or when you intentionally provide us with wrong information.
- **Event:** the fact or the circumstance which resulted in the claim or liability. Several connecting facts or circumstances are considered as one event.
- **Goods:** all tangible products or goods that form part of the agreement between insured and its client. Goods are not:
  - cargo documents, tarpaulin covers, lashings, containers, loading platforms and the means of transport;
  - money and valuable papers such as bonds and securities, precious metals, worked or unworked precious stones and valuable art and collectable objects. If this is specifically described during a removal, then this is considered as goods.

- **Policy schedule:** this states your insurance cover. These pages are part of the policy conditions.
- **Sanction list:** every list of persons and organisations compiled by the Dutch government, the European Union, the United States or the United Nations that are the subject of sanctions.
- **Claim/damage:** is the damage, destruction or loss of the goods of others. Claim/damage also includes delay in the delivery of goods and the consequential loss of damage to the goods.
- **You/Your/Policyholder:** the natural person or the legal entity who/that has taken out an insurance contract with us.
- **Insured (parties):** the policyholder; the legal entity or natural person and the employees of these companies stated on the policy schedule.
- **We/ourselves/us:** TVM verzekeringen N.V.

Please note: These are not all the terms. Terms are also explained at the description of the covers.



### General Conditions

The conditions that are applicable on the entire insurance are set down in this chapter. Thus, please make sure that you read this carefully so that you will not have any unpleasant surprises later on. The details that you have supplied form the basis for the insurance.

#### 1. With who are you insured?

You are insured with TVM verzekeringen N.V., (Chamber of Commerce number: 53388992, Dutch Authority of the Financial Markets (AFM) registration number 12040443); www.tvn.nl. Our address is: Van Limburg Stirumstraat 250, 7901 AW Hoogeveen. Our postal address is: Post box 130, 7900 AC, Hoogeveen.

By taking out this insurance you are entitled to apply for membership to the Coöperatie TVM U.A. This is not possible if the insurance is handled by an authorised agent of TVM or if your company is not domiciled in the Netherlands. The Cooperative Association TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised agent. An authorised agent is someone or an organization that may accept insurance on our behalf.

Unless otherwise stated, the law of the Netherlands is applicable on this insurance.

#### 2. What rules are in place for the commencement and end of the insurance?

##### 2.1. Commencement date and renewal

- The insurance commences on the commencement date stated on the policy schedule.
- The contract renewal date of your insurance is also stated on the policy schedule. If you do not conclude a new agreement with us before this date, then the insurance is automatically renewed for a period of twelve months.
- You have no entitlement to compensation for damage, which occurred before the commencement date of the insurance.
- If the insurance is terminated, you may still report claims up to twelve months after the end date. The claims do though have to be caused during the period that the insurance was valid. You also have to report the claim as soon as you learn of it.

##### 2.2. When can you terminate the insurance?

- You can terminate the insurance at any given moment in writing if you have not concluded any new agreement with us after the first contract term. A notice period of one month applies for this.
- You can terminate the insurance in writing per contract renewal date, if you have agreed a (new) contract term with us. A notice period of two months is applicable in such an instance.

##### 2.3. When can we terminate the insurance?

- We are entitled to terminate the insurance per contract renewal date if we inform you of this in writing two months before the contract renewal date.
- We can terminate the insurance with immediate effect if:
  - you do not pay the premium or the excess at all or on time;
  - you intentionally mislead us when taking out or during the term of the insurance by providing incorrect or too little information;
  - you have not supplied the correct information in the event of a claim;
  - your company goes bankrupt. We do not provide cover from the moment you are declared bankrupt;
  - you, by court order, may defer your payments (suspension of payments);
  - your company ceases to exist;
  - it is established that there is a case of (an attempt to commit) fraud involving this insurance or any other insurance taken out with us. We shall be entitled to terminate all insurance policies that you have with us as of the date of the letter in which we inform you accordingly;
  - you no longer have an interest in the insurance. It is important that you inform us of this as soon as possible. We refund any premium paid in excess. We will not do this in the event of fraud.
- We are entitled to immediately terminate the insurance in relation to sanction legislation if:
  - you are included on the sanction list;
  - you are a legal person, of which a holder of 25% or more of the shares is included on the sanction list;
  - you are a legal person and controlled by a person (natural or legal person) who is included on the sanction list. Consider here, amongst others, a director and/or a supervisory director;
  - a sanction has been imposed by the Dutch government, the European Union, the United States or the United Nations that forbids us from issuing your insurance.
- We are entitled to terminate the insurance in relation to sanction legislation at any given moment, with a notice period of two months, if:
  - you do not cooperate with establishing the ultimate beneficial owner of your legal entity, for example, by not filling in a UBO form.

If one of the above points apply to you or if national or international rules apply that forbid or restrict this, then:

- we will not provide cover under this insurance;
- we will not make any payments to you or on behalf of you;
- we will not refund any premiums paid in excess or advance;

For so long as the sanctions apply, we will not be obliged to do so.

### 3. May we change or terminate the insurance in the interim?

#### 3.1. Change to your insurance

We are allowed to change the premium and/or conditions of your insurance in the interim. You will receive a letter or e-mail from us at least 30 days before the change takes effect.

#### 3.2. Do you object to the changes?

If you object to the changes, you are entitled to cancel the insurance. You may simply inform us by means of a letter or email that you wish to cancel the insurance. You should, however, do so within 30 days of the date of our notification of implementation of the change. The insurance will then be terminated as of the date of implementation of the change. This date is listed in our message. If you fail to send us a letter or email within the aforementioned 30 day period, then the changes will also apply to you.

#### 3.3. In what circumstances are you not entitled to cancel the insurance?

You cannot cancel the insurance if the change is due to:

- an amendment to legislation or regulations or if it follows from case law;
- an extension of the cover;
- a reduction in the premium;
- an alteration that is either in your favour or bears no further consequences in your case;
- a premium adjustment on the basis of indexation;
- a premium settlement;

#### 3.4. Termination of your insurance

It is in everyone's interest that we remain capable to of fulfilling our service obligations in the future. In exceptional cases it may be necessary for us to terminate the insurance in the interim. We then do this simultaneously for an entire group of clients or insurances in the same way and at the same time.

A situation may arise in which a termination cannot wait until the insurance is renewed, for example because it may have serious financial consequences for us or because legislation obliges us to do so.

#### Explanation:

Special cases are, for example, where we cannot, or cannot at a reasonable premium, rein-sure ourselves against certain risks. Or if legislation prohibits us from insuring certain risks.

If we are going to terminate the insurance in the interim, we will, of course, always let you know beforehand. By letter or e-mail we will then explain exactly why we are terminating the insurance in the interim.

### 4. How do we treat your personal data?

When you request insurance, we ask for your personal details. We are a subsidiary of Coöperatie TVM U.A. Coöperatie TVM U.A. and its subsidiaries share your personal information for the following purposes:

- acceptance and administration of your insurance;
- processing claims;
- statistical research;
- to prevent and combat fraud;
- to check against sanction lists;
- marketing activities;
- risk prevention and management;
- to comply with legislation and regulations.

If you would like to know more about privacy and how we use your personal information, click the 'Cookie and Privacy Statement' at the bottom of the homepage on our website.

In the use of your personal information we adhere to the Code of conduct for the processing of personal data by insurers (see [www.verzekeraars.nl](http://www.verzekeraars.nl)). We also exchange your claim history and insurance details with the Central Information System Foundation (CIS). We do this in order to adopt a responsible policy for handling claims and accepting insurance risks, and to combat fraud. In this respect, we follow the privacy regulations of the CIS. If you would like to know more, go to [www.stichtingcis.nl](http://www.stichtingcis.nl).

### 5. What can we do in case of fraud?

In case of fraud, we can report it to the police and take the following measures.

- We register your details in the database for insurers maintained by the CIS foundation, with the Fraud Office at the Dutch Association of Insurers' Centre for the Prevention of Insurance Crime (CBV), and in TVM verzekeringen's internal Events Administration or Incidents Register.
- We can recover from you any (investigation) costs incurred and/or damages paid.
- If we engage the service organisation for liability claims (SODA), then you will be charged at least the standard fee set by SODA.
- If SODA is not engaged, we can charge you for the actual internal investigation costs incurred.
- We can terminate all insurance policies you have with us.

### 6. What are your options in the event of complaints?

If you have a complaint then do not hesitate to contact us. If your complaint cannot be resolved by our employee, then you can submit your complaint to our internal complaints desk. Complaints can be submitted via [klachtenloket@tvm.nl](mailto:klachtenloket@tvm.nl). If you are not satisfied with the solution we propose, you can then choose to submit your complaint to court.

### 7. What obligations are imposed on you?

#### 7.1. What do we expect from you?

We expect you to:

- to follow the agreed rules and instructions, and to comply with government regulations;
- supply all the information that could be important for the settlement of a claim. This is for example the case when someone else is liable for the damage;
- cooperate in order for the claim to be settled quickly and properly;
- supply us with the correct information when taking out the insurance;
- inform us immediately about changes during the term of the insurance, such as:
  - a change in the business activities;
  - a company takeover.
- to send us the information we need on time so that we can calculate the premium for the new insurance year;
- forward the original supporting documents at our request;
- pay your premium and excess on time.

In the cover overview of the cover that you have taken out, there could be additional rules at 'Special details' that you must meet. Read these rules carefully, then you will know what we expect of you.

#### 7.2. What if you do not meet the obligations?

If you do not adhere to the rules and instructions, we could suffer a loss as a result. If we suffer a loss in this way, we will be entitled to:

- do not or only partially pay your damage;
- terminate the insurance immediately;
- increase the premium;
- have you pay back payments and/or the costs we have incurred.

### 8. What should you do in the event of a change of business activities or a company takeover?

A change in business activities or a company takeover should be reported immediately to us.

We will inform you whether we will continue to offer the insurance and for which conditions. You will be informed of this thirty days after we have received the information from you.

### 9. How do we establish the premium?

If the premium is dependent on changing factors, such as turnover, we use an advance premium as starting point. This can be done in the following way:

- we calculate the advance premium based on the information you supply on the expected turnover or on the turnover of the previous year.
- we calculate the definitive premium that you have to pay after the end of each year. This retroactive settlement is calculated on the actual turnover.
- if it appears from this retroactive settlement that you have paid too little advance premium, then you will have to pay the difference.

- if it appears from this retroactive settlement that you have paid excess advance premium, then we will refund this excess advance payment. If a minimum premium was agreed with you, then we will refund the excess advance premium up to the minimum premium with the retroactive settlement.
- the premium that we charge consists of a retroactive settlement for the past year and an advance for the new year.

NB: in order to be able to calculate the premium, we need to receive this information from you on time. If we do not receive the information on time, we shall be entitled to increase the premium by a maximum of 50%.

We shall be entitled to adjust the payable premium in line with general inflation. We base this on the household price index figures published by Statistics Netherlands (CBS).

### 10. What rules apply for the payment of the premium?

#### 10.1. Payment of first premium

- The insurance commences on the agreed date, when you pay the first premium within thirty days after the invoice date. If you fail to do this: Then we assume that you are no longer interested in taking out the insurance. Then you were not insured with us.

#### 10.2. Payment of following premiums or any excess

- You pay the following premiums within thirty days after the invoice date. This also applies for any excess that we charge you. If you fail to do this: Then we will send you a payment reminder.
- If you do not pay or do not pay on time after receiving the reminder:
  - After 15 days, calculated from the date when we send you the reminder, you will no longer receive compensation for any new claims.
  - In this case, we shall also be entitled to terminate the policy.
  - If you do pay, but not on time and we have not yet terminated the policy, you will once again receive compensation for new claims as of the day following the day on which we receive payment.
- You are always obliged to pay the premium or a charged excess. If we initiate a (legal) process for the payment that you have to pay, then any associated (collection) costs incurred are for your expense.

### 11. What is not insured?

We provide no assistance and pay no claims if these have been caused by:

- intent, conditional intent, recklessness or with the approval of an insured and/or persons for whom insured is liable;
- fraud.

There is a situation where the abovementioned claim is though covered. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

We further provide no assistance and pay no claims if these have been caused by:

- nuclear reactions, we understand here any nuclear reaction in which energy is released such as nuclear fusion, nuclear fission or artificial and natural radioactivity;
- (bio)chemical, biological or electromagnetic weapons;
- seizure by a Dutch or foreign authority;
- acts of war, we understand here:
  - Armed conflict  
Armed conflict is understood to be any conflict in which at least one nation state or organised party combats another state or organised party with the use of military force.  
Armed conflict also includes military action conducted by a peacekeeping force of the United Nations.
  - Civil war  
Civil war is understood to be a more or less organised violent struggle between inhabitants of a nation state, in which a considerable number of the inhabitants of the state are involved.
  - Insurrection  
Insurrection is understood to be an organised violent resistance within a state, directed against the public authorities.
  - Civil commotion  
Civil commotion is understood to be more or less organised violent acts occurring in several places within a state.
  - Riots  
Riots are understood to be a more or less organised local violent movement directed against the public authorities.
  - Mutiny  
Mutiny is understood to be a more or less organised violent movement of members of any armed force directed against the authority under which they have been placed.
- war risk, we understand here:
  - war, acts of war, armed international action, civil war and riots;
  - disposal of unexploded torpedoes, mines, bombs and similar instruments of war. Also when the claim arises in times of peace;
  - seizure and detainment on the instructions of and as a consequence of a ruling of a Dutch or foreign authority
- strike risk, we understand here:
  - acts of violence committed in connection with striking, employee lockout and labour disturbances;
  - disturbances and local disturbances in connection with striking.

If the goods or the means of transport get damaged through war or strike risk, then that is not insured. But the insurance does though continue to apply and the insurance cover remains applicable for all claims and liability that are not caused by war or strike risk.

We also do not reimburse claims:

- that would definitively have occurred at the moment you take out the insurance;
- if the aim is to cause damage through the use of computers and software;
- on goods where this is not permitted according to national or international regulations;
- to persons, companies, authorities and other parties where this is not permitted because of national or international agreements.

### 12. Is the damage also insured under another policy?

Are there other insurance policies or facilities that also pay the same claim? Then you are expected to immediately inform us about these policies.

We do not pay a claim:

- if this claim is already paid on the basis of a facility, the law or another insurance policy or;
- if the damage would have been compensated if this insurance policy with us did not exist.

If this insurance policy covers more than the amount compensation by this scheme, law or other insurance policy, because the insured sum is higher or the policy conditions are different, we will only compensate the amount of damage that exceeds the higher insured sum or that you are entitled to receive under the policy with different conditions. We will not pay the excess (if applicable) stipulated in another policy.

### 13. When do we recover the paid claim?

We are entitled to recover the paid claim and incurred costs if:

- no insurance cover exists;
- someone else is liable. Then we recover the paid claim from the liable third party.

### 14. In which countries are you insured?

The insurance applies in Europe including the Asiatic part of Turkey, Israel, Tunisia and Morocco. And during transport between these countries. The insurance applies for the insured countries within Europe up to the geological east/west watershed in the Ural Mountains and the course of the Ural River from the Ural Mountains to the Caspian Sea.



### 15. What should you do in the event of a claim?

The claim should be reported to us as soon as possible within three days at the very latest. This can be done in the following ways:

- Internet [www.mijntvm.nl](http://www.mijntvm.nl)
- Telephone +31 (0)528 29 27 00
- E-mail [smd@tvm.nl](mailto:smd@tvm.nl)
- Post TVM verzekeringen  
Antwoordnummer 70  
7900 VB Hoogeveen

In the event of theft, you should always immediately contact TVM assistance: +31 (0)528 29 29 11.

After which, you should forward the completely filled out claim form to us within seven days after reporting.

#### 15.1. When should you report it to the police?

In the case of theft, break-in/forcible entry, misappropriation, or loss, you should immediately contact and report it to the police. We shall engage the Insurance Bureau for Vehicle Crime (VbV) to find the vehicle.

#### 15.2. What should you do in the event of a claim?

We expect you to:

- supply all the information that could be important for the settlement of the claim. This is for example the case when someone else is liable for the damage;
- cooperate in order for the claim to be settled quickly and properly;
- forward the original supporting documents at our request;
- forward all documents that relate to the claim to us as soon as possible;
- make no commitments, statements or undertake actions regarding the compensation of damage.

If you do not adhere to these rules, we could suffer a loss as a result. Then we are entitled not to pay or only partially pay your claim. You can read in article 7.2 'What if you do not meet the obligations?' about the additional consequences this can have for you.

#### 15.3. What should you know in the event of a claim?

- We can engage counsel if criminal proceedings are instituted against an insured.
- If you make a claim, you automatically authorises us to settle this claim on your behalf.
- We are entitled to pay directly to the benefit claimant.
- Is a claim on several covers of this Transport liability insurance policy insured? Then the once-only insured amount applies as maximum.
- Do you have to issue a guarantee because you have been held liable? Then we issue a guarantee according to the latest Rotterdam Guarantee form (Rotterdams Garantieformulier). We only do this in the case of a (third party) attachment, it can be assumed that a (third party) attachment will be levied, or there is another emergency for which you have to provide a guarantee. The guarantee must have a direct relationship to an event insured under this policy.

#### 15.4. Who determines the claim?

- We can bring in a loss adjuster to assess your claim. We will also pay the related costs.
- If you do not agree with our loss adjuster's assessment, you may bring in your own loss adjuster, but in this case, you will have to pay the costs in advance and subsequently reclaim them.
- You must have reasonable grounds for bringing in your own loss adjuster. For example, the costs of the loss adjuster must outweigh any difference you expect in the assessment of the damage.
- We will in any case pay the costs of your loss adjuster up to the amount charged by our loss adjuster. If the costs of your loss adjuster exceed the costs of our loss adjuster, we will only pay the additional amount if they are reasonable.
- If our two loss adjusters cannot agree, they can appoint a third loss adjuster. The assessment of the third loss adjuster will be binding on both of us. In addition, we shall share the costs of the third loss adjuster.

### 16. How is a claim as a result of terrorism arranged?

A claim caused by terrorism is reimbursed based on the Claims Settlement Protocol and the accompanying Terrorism Cover Clause Sheet of the Dutch Reinsurance Company for Terrorism Damages (clausuleblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (NHT)). If you want the complete text of the protocol and the clause sheet, please go to: [nht.vereende.nl](http://nht.vereende.nl) or [www.tvm.nl](http://www.tvm.nl).

This means that if you have suffered damage as a result of an act of terrorism your claim might not be fully reimbursed.

### What does your insurance cover?

This section describes the conditions per cover. The cover that you have taken out is given on the policy schedule.

#### 17. Transport liability

Claims can arise while transporting goods for others. This policy provides you with liability cover for damage to the goods that you transported. This cover comprises a basic cover, which can be extended and supplemented.

##### 17.1. Basic cover Transport liability

You have this cover if it is stated on your policy schedule. The overview below states what is and is not insured.

<b>Terms</b>	<ul style="list-style-type: none"> <li>• <b>Contamination claim:</b> this damage can occur to goods through contamination, pollution or mixing with (remnants of) remaining loads.</li> <li>• <b>Cash on delivery charge:</b> there is an instance of this if the goods + freight charges are paid upon delivery of the goods.</li> <li>• <b>Work agreements:</b> the conditions that apply for the agreement as you have agreed with your client. These can be both individual agreements as well as standard sectoral conditions. Or for instance, your or the client's own (logistics) conditions. If nothing has been agreed then the law often applies.</li> </ul>
<b>Transport conditions</b>	<ul style="list-style-type: none"> <li>• AVC: The latest version of the General Transport Conditions (Algemene Vervoer Condities), published by the Stichting Vervoeradres.</li> <li>• CMR: Convention on the Contract for the International Carriage of Goods by Roads.</li> <li>• AVVV 2015: The latest version of the General Conditions for Removals (Algemene Voorwaarden voor Verhuizingen), published by the Organisation of Acknowledged Removers (Organisatie van Erkende Verhuizers).</li> <li>• AVBV 2015: The latest version of the General Conditions for Custody of Removal goods (Algemene Voorwaarden Bewaarneming Verhuisgoederen), published by the Organisation of Acknowledged Removers (Organisatie van Erkende Verhuizers).</li> <li>• AVB: The latest version of the General Conditions for Commercial Removals (Algemene Voorwaarden voor Bedrijfsverhuizingen), published by the Stichting Vervoeradres.</li> <li>• AVVC: The latest version of the General Transport of Livestock Conditions (Algemene Veevervoercondities), published by the Stichting Vervoeradres.</li> </ul>
<b>What is insured?</b>	<p>The following liability is insured:</p> <ul style="list-style-type: none"> <li>• for you as transporter;</li> <li>• full or partial loss or damage;</li> <li>• of goods that you transport or that you accepted to transport;</li> <li>• with a means of transport belonging to your fleet that is described on the policy sheet;</li> <li>• according to the transport conditions, sectoral conditions, work agreements, law or treaty stated on the policy schedule.</li> </ul> <p>Your liability as described above is also insured for:</p> <ul style="list-style-type: none"> <li>• cash on delivery charge;</li> <li>• delay claims.</li> </ul> <p><b>Tank and bulk transport</b> Liability for damage to goods transported in tank or bulk vehicles and/or tank containers is only insured if the damage is directly the result of:</p> <ul style="list-style-type: none"> <li>• theft, fire, explosion;</li> <li>• an accident with the means of transport.</li> </ul> <p>If an extended cover is applicable, then this is described on the policy schedule.</p> <p><b>Cold storage, refrigerated and thermo transport</b> Liability for damage to goods due to rotting, melting, normal loss of quality and such like is only insured if this damage is the direct result of:</p> <ul style="list-style-type: none"> <li>• theft, fire, explosion;</li> <li>• an event during the loading and unloading of the goods;</li> <li>• an accident, as a result of which the means of transport was unable to cool, heat or insulate.</li> </ul> <p>This cover only applies insofar the transport occurs with a means of transport that is suitable for this type of transport.</p> <p>If an extended cover is applicable, then this is described on the policy schedule.</p> <p><b>Knowledge of work agreements</b> Are your work agreements based on an agreement that does not deviate from the standard sectoral conditions such as the AVC or CMR? Then these conditions are known and accepted by us.</p>

	<p>If your work agreements (partially) deviate from the standard sectoral conditions then you have to report this to us. You receive a confirmation from us whether or not these deviating provisions are included under your insurance policy.</p> <p>Are your work agreements not known to us? Then in the event of a claim we reimburse up to the amount according to the usual sectoral conditions in your sector. Are there more sectoral conditions in your branch? Then we use as starting point the conditions that limit your liability the most.</p> <p>Do you have liability that is further limited via work agreements than the most limiting conditions in your sector? Then we use your made work agreements as starting point.</p> <p><b>Legal assistance costs and costs of proceedings</b> We also reimburse the legal assistance costs and costs of proceedings for legal advice that is provided with our permission as a result of a liability claim that falls under this cover.</p>
<p><b>Additional activities</b></p>	<p>Liability for additional activities that the policyholder agrees to perform under the transport agreement that could lead to a financial disadvantage for the policyholder are insured.</p> <p>This concerns activities that:</p> <ul style="list-style-type: none"> <li>• you agree to carry out that form an inseparable part of the transport agreement;</li> <li>• are outside the scope of your standard transport agreement;</li> <li>• not subject to mandatory legislation or regulations;</li> <li>• you can be held liable or responsible for pursuant to ordinary law.</li> </ul> <p>The maximum compensation is € 250,000 per event per insurance year, as part of the maximum compensation as stated on the policy schedule.</p> <p>No excess applies if you carry out the activities under agreed (trade organisation) terms and conditions.</p> <p>If you do not carry out the activities under agreed (trade organisation) terms and conditions, an excess applies equal to 10% of any damage incurred that is covered under this clause with a minimum van € 2,500 and a maximum van € 5,000.</p>
<p><b>What is not insured?</b></p>	<p>The following is not insured unless it is stated on the policy schedule that it is covered:</p> <ul style="list-style-type: none"> <li>• cabotage;</li> <li>• transport of livestock;</li> <li>• outsourced transport (see also at article 17.1 'Special details').</li> </ul> <p>If it is stated on the policy schedule that you have one or several covers, then the rules that apply for this are set down below in these conditions.</p> <p>The following is/are not insured:</p> <ul style="list-style-type: none"> <li>• a higher liability than the liability that is given in the sectoral conditions, unless this higher liability is explicitly included under the insurance policy;</li> <li>• the multiple claims in connection with a 'declaration of higher value' or 'special interest upon delivery', unless this higher liability is explicitly included under the insurance policy;</li> <li>• earlier declared applicable work agreements and/or (transport) conditions;</li> <li>• costs for the disposal/removal of chemical or other environmentally hazardous substances that have entered the soil, water and/or the air;</li> <li>• criminal proceedings, fines, buyout payments, securities and guarantees;</li> <li>• liability that arises from fines, damages, guarantee, indemnity or similar stipulations.</li> </ul> <p>The liability that also arises without these stipulations is though insured;</p> <ul style="list-style-type: none"> <li>• if a claim arises because the means of transport used for this is not properly equipped;</li> <li>• the excess of another policy or facility.</li> </ul> <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<p><b>Excess</b></p>	<ul style="list-style-type: none"> <li>• The excess is stated on the policy schedule and applies per event.</li> <li>• An additional excess applies in the case of theft or misappropriation of the whole load. See article 17.3 'Security and/or additional excesses in the event of theft of the whole load'.</li> </ul>
<p><b>Maximum compensation per event</b></p>	<p>The insured amount is stated on your policy schedule. Hereby applies:</p> <ul style="list-style-type: none"> <li>• the maximum that applies according to the sectoral conditions or work agreements;</li> <li>• in the case of a 'declaration of higher value' or 'special interest upon delivery', the starting point for the claim is the higher value or special interest, but only if this higher liability is explicitly included under the insurance policy;</li> <li>• up to €2,500 for cash on delivery charge;</li> <li>• up to the maximum amount of the carriage charges upon delay in the delivery; In case of transport under AVC, the maximum for this is two times the carriage charges. In all cases up to €2,500.</li> </ul> <p>Compensation is paid out above the insured amount:</p> <ul style="list-style-type: none"> <li>• up to €25,000 for costs incurred for the purpose of preventing and limiting direct imminent (further) damage;</li> <li>• up to €25,000 of disposal costs;</li> <li>• up to €5,000 for costs incurred to destroy the load;</li> <li>• the legal assistance costs and costs of proceedings for legal advice that is provided after permission from us.</li> </ul>

## Special details

- **Successive and/or outsourced carriage:**
  - Successive carriage is default included under the insurance policy. Successive carriage is when you have part of the carriage carried out by others, but also carry out a part of the carriage yourself.
  - Outsourced carriage is not default included under the insurance policy, but you can have it as a supplement included under the insurance policy. Outsourced carriage is when you have the carriage carried out by others, but do not carry out a part of the carriage yourself. If it is stated on the policy schedule that you have this cover, then the rules that apply for this are set down below in article 17.8 'Outsourced transport cover'.
- If we calculate the premium on the gross freight turnover, then the insurance applies for all means of transport of your fleet.
- Temporary replacement transport in a similar means of transport is insured if the own means of transport:
  - is being serviced, repaired, scrapped or sold or cannot be deployed for some other cause, and;
  - the replacement means of transport does not have a greater load capacity than the own vehicle.
- Are there more vehicles covered under this policy and have various covers been agreed? Then all covers apply for all insured vehicles but never for more vehicles than that are insured under the cover.

**Example:** You have insured 1 cold storage/refrigerated vehicle for 25 tonnes. Then you are allowed to have this carriage transported by all vehicles, but never more than 25 tonnes at the same time.

## 17.2. Breaking through limits CMR

These supplementary rules only apply when CMR is stated on your policy schedule as a transport condition and are an extension of the rules of the basic cover. This extension means you are insured for the multiple liability above the liability limiting provisions of the CMR.






<p><b>What is insured?</b></p>	<p>The following is insured:</p> <ul style="list-style-type: none"> <li>• The multiple liability above the liability limiting provisions of the CMR.</li> </ul> <p>You are only insured if:</p> <ul style="list-style-type: none"> <li>• the breaking through occurs based on article 29 of the CMR;</li> <li>• you have cooperated fully to allow us to request a (Dutch) Court Judgement from a competent Dutch judge for the amount of the maximum CMR limit.</li> </ul>
<p><b>What is not insured?</b></p>	<p>The following damage is not insured where it appeared that:</p> <ul style="list-style-type: none"> <li>• the policyholder intentionally caused the damage or has acted with wilful recklessness in respect of the occurrence of the damage;</li> <li>• the driver or another employee of the policyholder intentionally caused the damage or acted with wilful recklessness in respect of the occurrence of the damage. The damage is though insured when the policyholder can demonstrate that it took all measures that can be reasonably expected of it in respect of the morality of the driver or employee. We mean here, a demonstrable sound recruitment and personnel policy in the form of screening/compiling of files. In any case this includes the requesting of a Certificate of Good Behaviour, which shows that no objections were apparent for the work of the driver or other employee;</li> <li>• it concerns goods that fall under category IV of the TVM risk classification, where:                     <ul style="list-style-type: none"> <li>• the transport of these goods outsourced to another party via an internet platform for cargo exchange and;</li> <li>• this party intentionally caused the damage or acted with wilful recklessness in respect of the occurrence of the damage.</li> </ul> </li> </ul>
<p><b>Excess</b></p>	<p>An excess of 10% of the claim above the liability limitation of article 23 of the CMR applies per event with a minimum of €5,000 and a maximum of €25,000. This excess applies additionally on all other applicable excesses.</p> <p><b>Example:</b> According to article 23 of the CMR, the maximum liability per kilo is 8.33 SDR. 1 SDR is approximately €1.18. This is about €10 per kilogram. Let us say: the damaged load weighs 15,000 kg. The load actually costs €25 per kilogram and you are charged with breaking through according to article 29 of the CMR. According to article 23 of the CMR, the maximum liability is €150,000 (€10 x 15,000 kg). The actual claim amounts to €375,000 (€25 x 15,000 kg). Thus, the claim is €225,000 above the CMR. The excess is 10% of €225,000, thus €22,500. We reimburse €202,500 above the CMR limit.</p>
<p><b>Maximum compensation per event</b></p>	<p>The maximum compensation is stated on the policy schedule.</p> <p>The maximum compensation for consequential loss is € 250.000 per incident per insurance year, as part of the maximum compensation as stated on the policy schedule.</p>


### 17.3. Security and/or additional excesses in the event of theft of the whole load

To prevent theft of the load, we emphasize theft prevention. When you comply with these preventative measures/requirements the financial consequences can remain limited when there is a case of a theft of the whole load.

The preventative measures/requirements that apply are dependent on the risk classification in which the category that the goods belong to is given. Various technical and/or organisational security measures fall under the different categories. Is the category that your load falls under unclear to you? Then do not hesitate to contact us.

If the security requirements are not met, an additional excess in the event of theft of the whole load applies.

Risk classification	Minimum technical security requirements	Minimum organisational security requirements
<b>Category I</b> Low-value building materials Non cooled and/or low-value agricultural products Paper Livestock Sand and Gravel	Standard security (door, ignition, steering lock)  If a decoupled semi-trailer/trailer is left unattended, this should be provided with a kingpin lock or triangle lock.	If a means of transport is left unattended, this must be left in a sufficiently considered secure parking place, which includes: <ul style="list-style-type: none"> <li>a site or building approved for this by us;</li> <li>a recognizable site as parking place that is well-ordered and well-lit. Comparable with security level 1  of the Truck Parking Label (TPL).</li> </ul>
	Additional excess in the event of non implementation of the security requirements If the technical and/or organisational security requirements are not met, the following applies in case of theft, misappropriation or loss of the whole load: <ul style="list-style-type: none"> <li>An additional excess of 20% applies on the damage falling under this policy.</li> <li>This additional excess is a maximum of €50,000.</li> </ul>	
<b>Category II</b> Cooled and/or high-value agricultural products (flowers, fruit, vegetables, coffee, tea, spices and cocoa) Foodstuffs Soft drinks Furniture High-value building materials Tank transport Scrap metal Metals (except non-ferrous)	Standard security supplemented with: <ul style="list-style-type: none"> <li>5-minute automatic engaging sabotage sustainable blocking on the engine and starter motor.</li> </ul> Comparable to SCM classification B1.  If a decoupled semi-trailer/trailer is left unattended, this should be provided with a kingpin lock or triangle lock.	If a means of transport is left unattended, this must be left in a sufficiently considered secure parking place, which includes: <ul style="list-style-type: none"> <li>a site or building approved for this by us;</li> <li>a recognizable site as parking place that is well-ordered and well-lit. Comparable with security level 1  of the Truck Parking Label (TPL).</li> </ul>
	Additional excess in the event of non implementation of the security requirements If the technical and/or organisational security requirements are not met, the following applies in case of theft, misappropriation or loss of the whole load: <ul style="list-style-type: none"> <li>An additional excess of 20% applies on the damage falling under this policy.</li> <li>This additional excess is a maximum of €50,000.</li> </ul>	
<b>Category III</b> Chemical products Alcoholic liquids (not for consumption) Beer Fish and meat products Vehicles Materials, parts and tires for vehicles	Standard security supplemented with: <ul style="list-style-type: none"> <li>15-minute automatic engaging sabotage sustainable blocking on the engine and starter motor;</li> <li>complete alarm (perimeter + siren + titling detection + emergency power).</li> </ul> Comparable to SCM classification B3.  If a decoupled semi-trailer/trailer is left unattended: <ul style="list-style-type: none"> <li>it should be provided with a kingpin lock or a triangle lock;</li> <li>the loading space should be secured with a sound container/trailer lock.</li> </ul>	If a means of transport is left unattended, this must be left in a sufficiently considered secure parking place, which includes: <ul style="list-style-type: none"> <li>a site or building approved for this by us;</li> <li>a site that is well-ordered, well-lit, fenced-off and that the bordering site is monitored with camera surveillance. Only users or personnel have access to the site. Comparable with security level 3    of the Truck Parking Label (TPL).</li> <li>a building that is adequately secured. There must be careful key management and there must be signs of forced entry in the event of damage.</li> </ul>
	Additional excess in the event of non implementation of the security requirements If the technical and/or organisational security requirements are not met, the following applies in case of theft, misappropriation or loss of the whole load: <ul style="list-style-type: none"> <li>An additional excess of 20% applies on the damage falling under this policy.</li> <li>This additional excess is a maximum of €50,000.</li> </ul>	

Risk classification	Minimum technical security requirements	Minimum organisational security requirements
<p><b>Category IV</b></p> <p>Clothing Electronics software and data carriers Non-ferrous metals (such as aluminium, copper and zinc) Alcoholic drinks except beer Tobacco and tobacco products Medicines Perfumes, cosmetics</p>	<p>Standard security supplemented with:</p> <ul style="list-style-type: none"> <li>15-minute automatic engaging sabotage sustainable blocking on the engine and starter motor.</li> <li>complete alarm (perimeter + siren + titling detection + emergency power).</li> </ul> <p>Comparable to SCM classification B3.</p> <p>But in the case that:</p> <ul style="list-style-type: none"> <li>the transport takes longer than 4 hours, or</li> <li>a break in the journey takes longer than 2 hours, then these security measures must be supplemented with, an accepted by us, linked vehicle tracing system and/or a Geofence system.</li> </ul> <p>Comparable to SCM classification B5.</p> <p>If a decoupled semi-trailer/trailer or vehicle combination is left unattended:</p> <ul style="list-style-type: none"> <li>this should be provided with a kingpin lock or a triangle lock;</li> <li>transport that occurs in vans or in tilt trailers should be fitted with anti-theft tarpaulin covers;</li> <li>the loading space should be secured with a sound container/trailer lock.</li> </ul>	<p>If a means of transport is left unattended, this must be left in a sufficiently considered secure parking place, which includes:</p> <ul style="list-style-type: none"> <li>a site or building approved for this by us, or;</li> <li>a site that is fenced-off; secured with access gates and that the bordering site is monitored with camera surveillance. Vehicles and persons are monitored real-time by on-site or remote personnel; The vehicles and drivers are registered. Comparable with security level 4  of the Truck Parking Label (TPL);</li> <li>a building that is adequately secured. There must be careful key management and there must be signs of forced entry in the event of damage.</li> </ul>
<p>Additional excess in the event of non implementation of the security requirements If the technical and/or organisational security requirements are not met, the following applies in case of theft, misappropriation or loss of the whole load:</p> <ul style="list-style-type: none"> <li>An additional excess of 20% applies on the damage falling under this policy.</li> <li>This additional excess is a minimum of €15,000 and a maximum of €50,000.</li> </ul>		

<p><b>Special details</b></p>	<ul style="list-style-type: none"> <li>The additional excesses apply in the event of theft, misappropriation and loss of the whole load of, from or together with a means of transport.</li> <li>Means of transport includes the following: <ul style="list-style-type: none"> <li>single-unit truck or rigid truck;</li> <li>a vehicle combination such as truck with trailer or road tractor with semi-trailer combination;</li> <li>independent objects such as decoupled semi-trailers, trailers, swap bodies and containers.</li> </ul> </li> <li>The additional excess also applies if the load, or a part of it, is recovered later.</li> <li>If the transported goods could fall under several categories, then the highest category should be applied.</li> <li>If the transported goods do not fall in this risk classification or some doubt exists on the minimum security requirement, then you should consult us on which security level is required.</li> <li>The security system has to be activated when leaving the vehicle.</li> <li>The installed security system must be in good working order and maintained according to the system guideline.</li> <li>These security measures and additional excesses are not applicable in the event of removals.</li> <li>With outsourced transport the subcontractor must comply in the same manner as insured with the requirements of this article. If the subcontractor does not comply with this, then the mentioned excesses apply in the same manner.</li> </ul>
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### 17.4. Extended cover – Tanker and bulk transport

You have this extended cover if it is stated on your policy schedule. This is an extension of the basic cover. This cover gives you extended insurance for liability in connection with the transport of bulk goods.

<b>What is insured?</b>	The following is insured: <ul style="list-style-type: none"> <li>Liability for damage to goods transported in tank or bulk vehicles as a consequence of another occurrence than the cause that is stated on the basic cover. For example mixing with another load (contamination).</li> </ul>
<b>Excess</b>	The excess for occurrences that are insured under this extended cover are given on the policy schedule and apply per event.

### 17.5. Extended cover – Refrigerated, frozen and temperature controlled transport

You have this extended cover if it is stated on your policy schedule. This is an extension of the basic cover. This cover gives you extended insurance for liability in connection with the transporting of goods that could perish.

<b>What is insured?</b>	The following is insured: <ul style="list-style-type: none"> <li>Liability for damage to goods that could perish, melt or lose their quality in another way as a consequence of another occurrence than the cause that is stated on the basic cover.</li> </ul>
<b>Special details</b>	There is only cover if the transport occurs with vehicles: <ul style="list-style-type: none"> <li>that are suited for this type of transport; and;</li> <li>that are equipped with a structure that protects the goods against heat, cold, varying temperatures or humidity.</li> </ul>
<b>Excess</b>	The excess for occurrences that are insured under this extended cover are given on the policy schedule and apply per event.

### 17.6. Supplementary cover livestock

You have this supplementary cover if it is stated on your policy schedule. This is a supplement to the basic cover. This cover insures you for liability in connection with the transport of livestock.

<b>What is insured?</b>	The following is insured: <ul style="list-style-type: none"> <li>The liability for damage to living animals.</li> </ul>
<b>What is not insured?</b>	The following is not insured: <ul style="list-style-type: none"> <li>Damage to the animals if this is caused due to a delay in the transport.</li> </ul>
<b>Special details</b>	Cover only applies for pigs, veal calves, poultry, sport and breeding horses if the damage is caused by: <ul style="list-style-type: none"> <li>an accident where the vehicle transporting the animals is also damaged;</li> <li>an accident during the loading and unloading;</li> <li>theft or loss.</li> </ul>
<b>Excess</b>	The excess for livestock is stated on the policy schedule and applies per event.

### 17.7. Supplementary cover Cabotage

You have this supplementary cover if it is stated on your policy schedule. This is a supplementary cover in addition to the basic cover and any additional cover that is stated on your policy schedule. This cover also insures you for liability according to the transport conditions of the country in which the transport occurs.

<b>What is insured?</b>	The following is insured: <ul style="list-style-type: none"> <li>The liability according to the legislation and regulations and/or transport conditions of the country in which the transport occurs.</li> </ul>
<b>What is not insured?</b>	The following is not insured: <ul style="list-style-type: none"> <li>Outsourced transport.</li> </ul>
<b>Applicable law</b>	<ul style="list-style-type: none"> <li>In the case of cabotage in Germany, German law shall apply to this insurance contract if and in so far as required by the laws and regulations in force there.</li> </ul>
<b>Maximum compensation per event</b>	<ul style="list-style-type: none"> <li>The insured amount is stated on your policy schedule.</li> <li>For material claims, the damage is reimbursed up to the maximum liability limits of article 23 CMR. If a higher compensation is applicable, then this is described on the policy schedule.</li> <li>The cover for breaking through the limit as described in the article 17.2 'Breaking through limits CMR' is not applicable on the cover for cabotage.</li> </ul>
<b>Excess</b>	This is the same as the excess for CMR mentioned on the policy schedule.

### 17.8. Outsourced transport cover

You have this cover if it is stated on your policy schedule. This cover insures you for liability in connection with the transporting of goods that you have outsourced.

The overview below states what is and is not insured. Insofar as is applicable, the provisions of article 17.1 up to and including 17.7 also apply for this cover.

The overview following this states you have to conduct a thorough check on the subcontractor before you outsource the load. If you fail to conduct a thorough check you then have an additional excess or the cover does not apply.

<b>What is insured?</b>	The following liability is insured: <ul style="list-style-type: none"> <li>for you as transporter;</li> <li>full or partial loss or damage;</li> <li>of goods that you have accepted to transport;</li> <li>of which you outsource the transport to one or several other transporters;</li> </ul> according to the transport conditions, sectoral conditions, work agreements, law or treaty stated on the policy schedule.
<b>Maximum compensation per event</b>	<ul style="list-style-type: none"> <li>The insured amount is stated on your policy schedule.</li> <li>For material claims, the damage is reimbursed up to the maximum liability limits of article 23 CMR. If a higher compensation is applicable, then this is described on the policy schedule.</li> <li>The cover for breaking through the limit as described in the article 17.2 'Breaking through limits CMR' is also not applicable on this cover for outsourcing.</li> </ul>
<b>Special details</b>	This cover only applies if you comply with the following rules: <ul style="list-style-type: none"> <li>you are not allowed to agree with the subcontractor that it is insured under your policy;</li> <li>you are not allowed to agree with the subcontractor that its liability is more limited than what it is according to the AVC or CMR;</li> <li>you have to comply with the check on subcontractors as stated in article 17.8.1 'Check on the subcontractor and additional excess with outsourced transport'.</li> </ul>
<b>Excess</b>	<ul style="list-style-type: none"> <li>The excess for outsourced transport is stated on the policy schedule and applies per event.</li> </ul>



### 17.8.1. Check on the subcontractor and additional excess with outsourced transport

The overview below states that you have to conduct a thorough check on the subcontractor before you outsource the load. If you fail to conduct a thorough check, you then have an additional excess in the event of theft of the whole load or the cover does not apply.

The risk classification that is set down in article 17.3 'Security and/or additional excesses in the event of theft of the whole load' states the category the load falls under.

<b>Technical and organisational security</b>	<p>With outsourced transport, the subcontractor must comply in the same manner as you with the requirements of article 17.3 'Security and/or additional excesses in the event of theft of the whole load'.</p> <p>If the subcontractor does not comply with this, then the additional excesses apply in the same manner.</p>
<b>Outsourcing of goods from category I, II and III of the risk classification</b>	<p>The following applies in case of theft, misappropriation or loss of the whole outsourced load of goods from categories I, II, and III of the risk classification:</p> <ul style="list-style-type: none"> <li>• An additional excess applies with outsourcing of 20% of the damage falling under this policy.</li> <li>• This additional excess for outsourcing is a maximum of €50,000.</li> <li>• This additional excess for outsourcing is not taken into account when you prove, prior to the first contract and then at least once per year, that you have made sure of the identity and the presence of the insurance cover of the subcontractor.</li> </ul> <p>This additional excess for outsourcing is on top of the standard excess and any costs for excess in connection to technical and organisational security.</p>
<b>Outsourcing of goods from category IV of the risk classification</b>	<p>The following applies in case of theft, misappropriation or loss of the whole outsourced load of goods from category IV of the risk classification:</p> <ul style="list-style-type: none"> <li>• There is no cover for the outsourcing of goods from category IV of the TVM risk classification.</li> <li>• This cover is though provided if you prove, prior to the first contract and then at least once per year, that you have made sure of the identity and the presence of the insurance cover of the subcontractor.</li> </ul> <p>If this cover is though provided then the standard excess and any costs for excess in connection to technical and organisational security does though apply.</p>
<b>Special details</b>	<ul style="list-style-type: none"> <li>• In the event of outsourcing to a Freight Forwarder, the Freight Forwarder is required to make sure of the identity of the subcontractor and the presence of the insurance cover with the subcontractor.</li> <li>• If this Freight Forwarder does not comply with this, then this is considered as your negligence and the above measures (additional excess or no cover) applies.</li> <li>• Whole load means the load that you outsource to a subcontractor. Also if this is transported together with another load. It does not matter here if the other load was stolen too.</li> </ul>

