



# Work equipment insurance

## Policy conditions

WMP 01012020

### **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

With this policy, you can insure work equipment varying from vehicle-mounted machines to forklift trucks and shovel excavators against liability and physical damage.

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 possibly 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 22 92. 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 separately in that chapter.

- **Driver:** the person permitted to drive or operate the insured object.
- **Cover:** the risks which you or your property are insured against are described in this. This insurance has various types of covers.
- **Excess:** this is the part of the claim that we do not reimburse. If the damage is to your own property then you receive the amount of the claim minus the excess. If the damage is to someone else then we mostly reimburse the entire claim, but then you have to pay us the excess.
- **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.
- **Incident:** An event or series of related events resulting in damage or liability.
- **Policy schedule:** the pages that are part of the policy conditions. This states your insurance cover.
- **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.
- **Insured object:** the object (work equipment) specified on your policy schedule, including fittings and ancillary tools.
- **Total loss:** If the repair costs minus the proceeds from selling off usable parts and scrap exceed the value of the object immediately before it is damaged in an incident, it is considered a total loss. Theft and embezzlement are also forms of total loss.
- **You/the policyholder:** the person who concludes the contract of insurance with us.
- **The insured:** the policyholder or owner of the insured object, or people in whose possession or keeping the insured object has been placed and people who have your permission to drive, operate or ride in the insured object.
- **Insured value:** The value of the insured object as stated in the policy schedule. The insured value equals the insured object's value as appraised by you and us.
- **We/ourselves/us:** TVM verzekeringen N.V.

### 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.tvm.nl. Our address is: Van Limburg Stirumstraat 250, 7901 AW Hooerveen. Our postal address is: Post box 130, 7900 AC, Hooerveen.

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.

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 of the insurance

- 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 that is the result of an event, which occurred before the commencement date of the insurance.

##### 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;

- you change your business activities;
- your company goes 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 (such as in the event of total loss or sale of the insured object). It is important that you inform us of this as soon as possible, but in any case at least within seven days.

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. Are we entitled to change the conditions or the premium?

We are entitled to change (in the interim) the premium and/or conditions of this insurance. We will inform you of this via a letter at least 30 days before this change takes effect. If you inform us in writing within 30 days after this notification that you do not agree with this change, then the insurance will be terminated on the said date of change that is given in the letter in which we informed you of the change.

You are not permitted to terminate the insurance if the change is the result of:

- a legal provision;
- an extension of the cover;
- a reduction of the premium;
- a premium adjustment through indexation.

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

When you request insurance, we ask you to provide your personal information, which we use within the TVM Group 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:

- adhere to the agreed rules and to the 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 about changes during the term of the insurance, such as:
  - a change in the business activities;
  - a company takeover;
- forward the original supporting documents at our request;
- pay your premium and excess on time;
- inform us if the insured object will be outside the Netherlands for longer than eight consecutive weeks.

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

If you do not adhere to the rules, 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 to us as quickly as possible.

We will inform you whether we will continue to offer the insurance and if yes, for which conditions. You will be informed of this 30 days after we have received the information from you.

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

We calculate the premium per insured object on the basis the coverage you select and the insured sums.

We are entitled to adjust the premium to the price developments each year. We use for this the consumer price index for households of Statistics Netherlands (consumentenprijsindex voor huishoudens van het Centraal Bureau voor de Statistiek (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 the related damage is caused during or as a result of:

- other use than is explicitly agreed, such as:
  - paid transport of persons;
  - giving driving lessons;
  - participating in speed and contests of skill and training for this;
  - participation in events such as carnival processions or other cavalcades, parades, marches or demonstrations.
- a driver who was not permitted to drive or operate the insured object. We understand this to mean a driver who is not qualified or considered competent to participate in road traffic;

For example: someone who has no valid driving licence or is disqualified from driving, or when the driver is driving under the influence of so much alcohol, drugs or medication that he/she should not be considered capable of driving a vehicle.

- a driver who has stolen the insured object or who is aware that it has been stolen;
- a driver who refuses to cooperate with a breathalyser, urine or blood test;
- intent, conditional intent, recklessness or with the approval of an insured;
- 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 also not prevent the situation.

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;
- 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.
- (bio)chemical, biological or electromagnetic weapons;
- seizure by a Dutch or foreign authority.
- transport of hazardous substances:
  - that fall under the Regulation on the Carriage of Hazardous Substances by Land;
  - that fall under a similar law when transporting in a foreign country.
- pile-driving work;
- demolition work.

We also do not reimburse claims:

- if the insured object is longer than eight consecutive weeks outside the countries of the European Union;
- if the aim is to cause damage through the use of computers and software;
- on cases 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 a paid claim and incurred costs if:

- the driver has consumed more alcohol than the legal limit allows;
- the driver was under the influence of a stimulating or narcotic substance or medicine. This does not apply if it is taken on the advice of a doctor, unless the driver should have known that the substance or medicine can impair the driving ability;
- the driver did not have a valid licence;
- the driver or the insured intentionally or through recklessness behaviour (partially) caused the claim;
- the insured was pleased that a claim occurred;
- for another reason no cover exists;
- someone used the insured object without your permission; Then we recover the claim from the person who used the insured object;
- someone else is liable. Then we recover the paid claim from the other person.

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

The insurance is valid in Europe (including the part of Turkey in Asia), Israel, Tunisia and Morocco, and during transport between these countries. No coverage is provided beyond the eastern border of the European continent, which is defined as the geological east/west watershed in the Ural Mountains and the course of the Ural River from the Ural Mountains to the Caspian Sea.

If we have agreed something else with you on the coverage area then this will be stated on the policy schedule. If this area is more limited than herein above and you cause damage outside the agreed area, but within the area herein above, then you have an additional excess of €2,500 for the third party liability and comprehensive insurance covers.

If a frontier insurance is required for a country, then you have to make use of this. The cover of the frontier insurance supersedes the cover of this work equipment insurance.

### 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)
- By telephone: +31 (0) 528 29 27 00
- E-mail: [smd@tvm.nl](mailto:smd@tvm.nl)
- By post: 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, vandalism or loss, you should immediately contact and report it

to the police. TVM can engage the Insurance Bureau for Vehicle Crime (VbV) to find the insured object.

#### 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.

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

#### 17. Third Party liability (damage to another person)

With this cover, you comply with the regulations of the Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen (WAM)) to insure your truck. You have this cover if it is stated on your policy schedule. The overview below states what is and is not insured.

<p><b>What is insured?</b></p>	<p>You are insured if you are held liable for:</p> <ul style="list-style-type: none"> <li>• damage suffered by third parties or their goods caused by or with the insured object. Is the insured object a trailer? The damage suffered by third parties or their goods is insured if the trailer is connected to or disconnected from a towing vehicle, but not if it safely at a standstill off a public road. Damage caused by disconnected trailers that have been safely brought to a standstill out of traffic is insured to a maximum of € 125,000 per incident. This only applies if no preceding insurance exists;</li> <li>• damage suffered by third parties or their goods caused by a falling load/cargo.</li> </ul> <p>You are also insured if you cause damage with the insured object to your own property. However, the maximum compensation in this respect is € 125,000 per incident.</p>						
<p><b>What is not insured?</b></p>	<p>You are not insured for:</p> <ul style="list-style-type: none"> <li>• injury suffered by the driver or operator of the insured object;</li> <li>• penalties and fines, commutation payments and (court) costs of criminal proceedings;</li> <li>• contractual liability;</li> <li>• damage sustained by the cargo/load that the insured object transported or towed;</li> <li>• damage caused by a towed vehicle;</li> <li>• damage sustained by a towed vehicle or goods it is carrying, or injuries suffered by any people therein.</li> </ul> <div style="border: 1px solid green; border-radius: 10px; padding: 5px; margin: 10px 0;"> <p>Cover is also provided if towing a vehicle is an act of assistance between friends. However, instances of damage in this respect must involve towing a defective vehicle, which is not insured elsewhere, to the nearest garage.</p> </div> <ul style="list-style-type: none"> <li>• Damage to the belongings of third parties that you use or that have been entrusted to your care (and are in your possession). This does not apply to items that you rent, lease or have on loan.</li> </ul> <p>Article 11. 'What is not insured?' provides details of other situations for which you are not insured.</p>						
<p><b>Excess</b></p>	<p>The applicable excess is stated in the policy schedule.  <b>Attention:</b> See Articles 14. 'In which countries are you insured?' and 17.1. 'Excess in case of damage to underground goods'.</p>						
<p><b>What is the maximum compensation?</b></p>	<ul style="list-style-type: none"> <li>• The maximum compensation is stated in the policy schedule.</li> <li>• If a higher insured sum is prescribed by law, you will be insured for the higher sum;</li> <li>• Damage caused at airports, in areas which aircraft are permitted to enter, will not be compensated in excess of the applicable statutory minimum amounts.</li> </ul> <p>For the following types of damage, a different maximum compensation applies:</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">• damage to the property of the policyholder</td> <td style="text-align: right;">€ 125,000</td> </tr> <tr> <td style="padding-left: 20px;">• damage to underground installations, including consequential damage</td> <td style="text-align: right;">€ 250,000</td> </tr> <tr> <td style="padding-left: 20px;">• damage caused by a trailer if it is manually pushed to a parking lane or if safely brought to a standstill outside of traffic</td> <td style="text-align: right;">€ 125,000</td> </tr> </table> <div style="border: 1px solid green; border-radius: 10px; padding: 5px; margin: 10px 0;"> <p>Special rules do, however, apply to underground installations. See Article 17.1. 'Excess in case of damage to underground goods'</p> </div> <ul style="list-style-type: none"> <li>• The maximum security deposit demand that can be paid above the insured sum is € 25,000, but only if it is imposed by a competent government authority in connection with an insured criminal action or a road traffic accident involving the insured object. As soon as the deposit is refunded by the respective government authority, you must pay us back as quickly as possible at our first request.</li> <li>• The following costs above the insured sum will also be compensated:             <ul style="list-style-type: none"> <li>• the costs of any legal assistance we provide in a criminal action against the policyholder;</li> <li>• the costs of any legal assistance we provide for defending a civil action against the policyholder;</li> <li>• statutory interest.</li> </ul> </li> </ul>	• damage to the property of the policyholder	€ 125,000	• damage to underground installations, including consequential damage	€ 250,000	• damage caused by a trailer if it is manually pushed to a parking lane or if safely brought to a standstill outside of traffic	€ 125,000
• damage to the property of the policyholder	€ 125,000						
• damage to underground installations, including consequential damage	€ 250,000						
• damage caused by a trailer if it is manually pushed to a parking lane or if safely brought to a standstill outside of traffic	€ 125,000						

### What else do you need to know?

- An employer is also insured if he is held liable pursuant to Article 6:170, paragraph 1 of the Netherlands Civil Code.
- Cover is also provided if towing a vehicle is an act of assistance between friends. However, instances of damage in this respect must involve towing a defective vehicle, which is not insured elsewhere, to the nearest garage.

### 17.1. Excess in case of damage to underground goods

<b>Used terms</b>	<b>Underground installations:</b> underwater mains, cables, drains, pipes, etc. installed underground or beneath the surface of open water.
<b>For damage to underground goods applies:</b>	<ul style="list-style-type: none"> <li>• An excess of 10% of the damage with a minimum of € 1,000 and a maximum of € 5,000;</li> <li>• The excess amounts to € 1,000 if due care is taken when carrying out work. Due care is understood to mean that you have in any case arranged the following: <ul style="list-style-type: none"> <li>• An information request concerning the underground installations has been submitted to the KLIC (Cable and Pipeline Information Centre). Is the KLIC unable or not permitted to provide the information? The information must be requested from the cable/pipeline owner.</li> <li>• Pipelines must be manually localised and excavated to expose them. A manually excavated trial trench twenty metres long is compulsory if a cable has to be exposed over a long distance. In this respect, a worker must manually dig ahead of an excavating machine.</li> <li>• If a cable cannot be located, (demonstrable) permission must be obtained from the cable/pipeline owner before working with a machine.</li> <li>• With regard to work beneath the surface of open water (dredging, etc.), the locations of cables and/pipelines must be verified with the cable/pipeline owner. Working with machines immediately above a cable or pipeline is not permitted. A minimum distance of one metre must be maintained.</li> </ul> </li> </ul> <p>Is the work subcontracted to you? Before starting, you must obtain <b>demonstrable</b> assurances from the client/tenant/main contractor that the above obligations have been met.</p>

## 18. Fire, theft and damage (coverage for your work equipment)

### 18.1. Fire

You have this coverage, if it is stated in your policy schedule. With this coverage, you are insured for fire damage to the insured object. The specific causes of damage that are covered are listed in the 'Fire, theft and damage coverage overview' (Article 18.5.).

### 18.2. Fire and theft

You have this coverage, if it is stated in your policy schedule. With this coverage, the insured object is insured for damage caused by fire, theft or joyriding. The specific causes of damage that are covered are listed in the 'Fire, theft and damage coverage overview' (Article 18.5.).

### 18.3. Limited fire, theft and damage

You have this coverage, if it is stated in your policy schedule. With this coverage, you are insured in a large number of situations in which the insured object can sustain damage, such as crashes, collisions, veering off the road or ending up in water. These causes of damage are also insured if they result from an inherent defect. An inherent defect is defined as the malfunctioning/breaking down of one or more of the insured object's component parts; it includes construction, material or fabrication faults. The specific causes of damage that are covered are listed in the 'Fire, theft and damage coverage overview' (Article 18.5.).

#### Attention!

To qualify for this coverage, the insured object may not be older than eight years. Once the insured object reaches this age, we shall be entitled to change the coverage to Fire and Theft (Article 18.2.).

### 18.4. Fully comprehensive fire, theft and damage

You have this coverage, if it is stated in your policy schedule. With this coverage, you are insured for most forms of damage to the insured object. You are also insured for damage caused by inherent defects. An inherent defect is defined as the malfunctioning/breaking down of one or more of the insured object's component parts; it includes construction, material or fabrication faults. Damage to a component with an inherent defect is also insured.

The specific causes of damage that are covered are listed in the 'Fire, theft and damage coverage overview' (Article 18.5.).

#### Attention!

To qualify for this coverage, the insured object may not be older than five years. Once the insured object reaches this age, we shall be entitled to change the coverage to Standard Fire, Theft and Damage (Article 18.3.)

### 18.5. Fire, theft and damage coverage overview

What is insured?	Coverage			
	Fire	Fire, theft	Restr. comprehensive	Full comprehensive
<ul style="list-style-type: none"> <li>• Fire</li> <li>• Explosion</li> <li>• Implosion</li> <li>• Spontaneous combustion</li> <li>• Short circuit</li> </ul> <p>These incidents are also insured if these are the result of an inherent defect.</p> <ul style="list-style-type: none"> <li>• Lightning strikes</li> </ul>		✓	✓	✓
<ul style="list-style-type: none"> <li>• Theft</li> <li>• Break-in/forcible entry</li> <li>• Joyriding</li> <li>• Misappropriation or an attempt of this</li> </ul>			✓	✓
<ul style="list-style-type: none"> <li>• (Crash) damage to your truck as a result of a collision, impacts, overturning, running off road or landing in water. This also applies if this damage is the result of an inherent defect in the truck.</li> <li>• All other suddenly occurring external causes that result in damage.</li> </ul>				✓
<ul style="list-style-type: none"> <li>• Damage to the insured object resulting from an inherent defect.</li> </ul>				



<p>What is not insured?</p>	<p>The following is not insured:</p> <ul style="list-style-type: none"> <li>• damage caused by freezing temperatures;</li> <li>• damage to only the tires if at the same time no further damage occurred to the truck;</li> <li>• worn parts and the replacement thereof;</li> <li>• damage due to inadequate care or maintenance;</li> <li>• damage due to failing to carry out repairs or faulty repair work;</li> <li>• claim arising through decreasing in value;</li> <li>• damage as result of pumping the wrong fuel into the vehicle (misfueling) or using the incorrect oil.</li> </ul> <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<p>Excess</p>	<ul style="list-style-type: none"> <li>• The applicable excess is stated in the policy schedule.</li> <li>• No excess applies for total loss.</li> <li>• An additional excess of € 2,500 applies to instances of damage occurring outside the territorial scope of the insurance.</li> </ul>
<p>Important to know in the event of damage</p>	<ul style="list-style-type: none"> <li>• After we have received all the details, we will assess the damage within six weeks.</li> <li>• You have to afford us two consecutive working days to determine the damage before the repairs are carried out.</li> <li>• You are allowed, without our permission, to have emergency repairs of up to €750 carried out in advance.</li> <li>• We will base the insured value on the market value immediately before the damage occurred.</li> <li>• You are not entitled to transfer a damaged or stolen insured object to us, or to abandon ownership thereof.</li> <li>• In the event of theft or embezzlement, we will pay you the compensation to which you are entitled after you have transferred your rights to the insured object to us. By doing this, you grant us an irrevocable power of attorney to reclaim the insured object.</li> <li>• You can request statutory interest from the day that you are formally legally entitled to this.</li> </ul> <p>See also article 15 'What should you do in the event of a claim?'</p>
<p>What is the maximum compensation per claim?</p>	<ul style="list-style-type: none"> <li>• The insured value as stated in the policy schedule.</li> <li>• In addition, a total amount up to the insured value will be compensated for:             <ul style="list-style-type: none"> <li>• Clear-up costs If this is required by law or contractually agreed.</li> <li>• Salvage costs The costs of salvage, supervision and transport to the nearest repair shop. This only applies if the insured object is unable to go there under its own power.</li> <li>• Salvage and assistance labour costs If they are court-ordered and approved by us.</li> <li>• General average payment The general average contribution. See 'Terminology' for an explanation.</li> </ul> </li> <li>• We reimburse repair costs. They may not, however, be higher than the insured value of the insured object before the respective damage occurred minus its subsequent value.</li> <li>• Are worn parts replaced with new ones during repair? We are entitled to subtract a reasonable amount from the compensation payment because you are obtaining new parts.</li> <li>• In situations of total loss, we reimburse the insured value of the insured object minus its value after the respective damage occurred.</li> </ul>

### 19. Passenger injury

With this coverage, you are insured for injuries suffered by the occupants of the insured object as a result of a road (traffic) accident. You have this coverage, if it is stated in your policy schedule. The overview below states what is and is not insured.

Terminology	<ul style="list-style-type: none"> <li>• <b>Occupants:</b> The driver of and passengers in/on the insured object.</li> <li>• <b>Road (traffic) accident:</b> a crash, collision, being run over or running someone else over, fire, lightning stroke and veering off the road.</li> </ul>
What is insured?	<ul style="list-style-type: none"> <li>• Occupants of the insured object who suffer injury as a result of a road (traffic) accident are insured. This applies to: <ul style="list-style-type: none"> <li>• injury or death;</li> <li>• damage to (personal) belongings.</li> </ul> </li> <li>• The coverage also applies to accidents that occur when: <ul style="list-style-type: none"> <li>• the insured object is stationary;</li> <li>• boarding and alighting;</li> <li>• refuelling;</li> <li>• loading and unloading;</li> <li>• performing emergency repairs or providing assistance in an accident in which the insured object is involved.</li> </ul> </li> </ul>
What is not insured?	<ul style="list-style-type: none"> <li>• The loss of or damage to cash money or negotiable instruments is not insured</li> </ul> <p>Article 11. 'What is not insured?' provides details of other situations for which you are not insured.</p>
Excess	The applicable excess is stated in the policy schedule.
Things you should know if damage/injuries occur?	<ul style="list-style-type: none"> <li>• In the event of damage to personal belongings, the repair costs will be compensated up to a maximum of the current market value minus the residual value.</li> <li>• In the event of injury or death, the compensation will be determined on the basis of the respective articles in the Netherlands Civil Code.</li> </ul> <p>See Articles 15. 'What should you do in the event of a claim?'</p>
What is the maximum compensation?	<ul style="list-style-type: none"> <li>• The maximum compensation is stated in the policy schedule. This applies to all insured persons collectively.</li> <li>• If an insured person is self-employed, the maximum (daily) compensation for damage due to the loss of the ability to work is equal to 30% of the maximum daily earnings under the WAO/WIA (Disablement Insurance Act/Work and Income according to Labour Capacity Act). The total amount of compensation will never exceed 30% damage due to the loss of the ability to work. Loss of the ability to work is the sum of money that an insured person can or could no longer earn by working.</li> <li>• Is the total amount of damage higher than the maximum that can be compensated? We will reduce the compensation for each insured person. We do this proportionately. The maximum compensation is shared among the number of eligible insured persons.</li> <li>• The total compensation in any given insurance year will never exceed twice the maximum amount.</li> </ul>
Special details	<ul style="list-style-type: none"> <li>• Is the damage also insured under the insured object's 'Statutory Liability' coverage? The 'Statutory Liability' coverage will take precedence.</li> <li>• Only people who are directly involved in an accident are eligible to receive compensation. In the event of death, surviving dependents are also entitled to receive compensation.</li> </ul>

### 20. Legal assistance

This cover gives you legal advice if you are involved in a collision. You are also entitled to legal assistance if you have a dispute concerning the purchase or servicing of the insured object. 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>Legal assistance:</b> representing your legal interests when you have a dispute with one or several other parties.</li> <li>• <b>Dispute:</b> a dispute in which parties have strong differences of opinion.</li> <li>• <b>Expert:</b> an acknowledged expert in the area concerned. The expert will compile a report for the handling of the case.</li> <li>• <b>Legal agency:</b> the party providing the legal support.</li> <li>• <b>Case:</b> a matter for which you requested legal support.</li> </ul>
<b>What is insured?</b>	<p>Legal assistance is insured for a dispute that has arisen as a result of:</p> <ul style="list-style-type: none"> <li>• driving on the public road with the insured object, possibly with a coupled trailer or semi-trailer. This also includes criminal proceedings and traffic fines insofar that you can settle the criminal action or the fine through payment of a sum of money;</li> <li>• service to the insured object within the Netherlands;</li> <li>• repairs and towing of the insured object;</li> <li>• purchase of a new truck or second hand the insured object if this was purchased with a written guarantee from a official dealer established in the Netherlands.</li> </ul>
<b>What is not insured?</b>	<p>Legal assistance is not insured:</p> <ul style="list-style-type: none"> <li>• if, according to the legal agency, there is no reasonable chance of success. In such case you are entitled to once-only advice;</li> <li>• if you incur costs for legal assistance without permission from the legal agency;</li> <li>• for disputes concerning the exploitation of the insured object such as rental, transportation, giving lessons and advertisements;</li> <li>• for disputes that were known to you when taking out the insurance or disputes of which you could have expected would arise when taking out the insurance;</li> <li>• if someone claims compensation from you for damage allegedly caused by you;</li> <li>• if the dispute concerns taxes;</li> <li>• for collection of claims arising from an agreement;</li> <li>• for disputes with the government, such as subsidies and import duties;</li> <li>• during the time that you are in a state of bankruptcy or when you, by court order, may defer your payments (this is known as suspension of payments);</li> <li>• if you consciously break the law or if you are suspected of intent in a criminal action. If it later appears from the verdict that you are completely acquitted of all charges, the reasonable incurred costs of legal assistance are compensated at a later date;</li> <li>• with regard to actions related to revoking a driving licence in which the driver faces criminal charges – if the driver is acquitted, the reasonable costs of legal assistance will nevertheless be compensated;</li> <li>• if a dispute between you and the legal agency concerns the explanation or application of this legal assistance insurance. If it is ruled in your favour in a final judgement, then the reasonable incurred costs of legal assistance are reimbursed at a later date.</li> </ul> <p>See article 11 ‘What is not insured?’ for more on what is not insured.</p>
<b>Excess</b>	<ul style="list-style-type: none"> <li>• No excess for the recovery of a claim caused on the public roads and also not for criminal proceedings.</li> <li>• 10% of the lawyer fees with other cases.</li> </ul>
<b>What do you have to do to receive legal assistance?</b>	<p>Contact us as soon as possible in order to receive legal assistance. The legal agency providing the legal support is:</p> <ul style="list-style-type: none"> <li>• TVM rechtshulp B.V. Address: Postbus 130, 7900 AC Hoogeveen. Visiting address: van Limburg Stirumstraat 250, Hoogeveen. Telephone: +31 (0)528 29 25 55.</li> </ul> <p>You authorise the legal agency to perform all necessary acts on your behalf.</p>
<b>What is the maximum compensation per claim?</b>	<ul style="list-style-type: none"> <li>• Costs of legal assistance incurred by legal aids working for the legal agency are completely reimbursed.</li> <li>• The maximum compensation for the costs listed below is €50,000 per case.             <ul style="list-style-type: none"> <li>• the costs involved for engaging experts (including lawyers), costs of proceedings and witness costs that you are ordered to pay by the court and costs for enforcing the judicial decision;</li> <li>• the necessary travel and accommodation costs if you have to appear before a foreign court.</li> </ul> </li> </ul>

### Special details

- You may not start on the settlement of your dispute without the permission of the legal agency.
- The legal agency provides the legal assistance itself, but it can decide to have your dispute settled by a lawyer. The lawyer does though have to be established in the country where the case is being heard.
- You can choose the lawyer yourself to whom we have to pass the case, if:
  - we have commissioned a lawyer to represent your interests in a legal or administrative procedure;
  - also the opposing party is insured with us for legal assistance and has to be assisted by the same legal agency.
- Would you like to change lawyers during the settlement of your dispute? These costs only qualify for compensation after permission from the legal agency.
- If we are of the opinion that the engagement of an expert is necessary, then we shall engage one on your behalf. This could for example be an expert for the drawing up of an expertise report.
- We are not liable for claims that are the result of the work of external lawyers or experts.
- Are you in dispute with the legal agency concerning the legal assistance? Then you can present this case once to an independent lawyer. You are allowed to choose the lawyer. We will reimburse the costs of this and shall handle your case further as the lawyer advises. If the legal agency may not or cannot handle the case itself: Then the legal agency expects you to request another lawyer (not a colleague) to continue with the procedure.
- If the ruling is not in your favour, you can also continue the proceedings yourself. But this is for your own account. If the ruling is then in your favour: We reimburse the costs incurred up to a maximum of the insured amount after the ruling.
- Has someone else caused your damage? And it is probable that he or she is not capable of compensating this damage? Then the legal agency compensates you for this damage up to a maximum of €1,250. It must though be established that you are entitled to this compensation. It must also be established that you could not be compensated for the claim in another way.
- We only handle disputes that concern an interest of more than €125. This minimum interest does not apply for traffic and criminal actions.
- The legal agency may terminate the handling of a case and buy it off if the interest of the case does not balance the costs of the legal assistance that have to be incurred. You are then entitled to compensation of an amount that is equal to the interest of the case.



