



# Truck package insurance

Policy conditions

VP01012024GB

**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

Damage that is caused to someone else with your truck is reimbursed with this Truck package insurance. It is also possible to insure damage to the truck, semi-trailer or trailer.

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 29 99. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, [www.tvn.nl](http://www.tvn.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.

- **Accident:** a sudden impact of physical violence from outside on the body that directly leads to physical injury or the death of the insured person, and which a doctor should be able to establish. Accident also includes the following:
  - dislocation, sprain and the tearing of muscles and tendons caused by a sudden physical effort;
  - wound infection and blood poisoning as a result of an accident;
  - complications or worsening of physical injury caused by first aid or medical treatment after an accident;
  - acute poisoning due to sudden and involuntary ingestion of a gas, vapour or substance;
  - contamination through the contracting of diseases or allergens as a result of an involuntary fall into water or any other substance;
  - burning, drowning, suffocation, freezing, sunstroke, exhaustion, death from starvation or thirst and being struck by lightning or some other form of electrical discharge.
- **Anti-slipperiness equipment:** truck-mounted equipment for combating slipperiness, such as salt/grit spreaders, snow ploughs, sweeper brushes or equivalent devices.
- **Cover:** the risks which you or your property are insured against are described in this. This insurance has various types of covers.
- **Current market value:** the amount needed to purchase a similar truck immediately before the damage.
- **Event:** the event or connected events whereby damage or liability arises.
- **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.
- **Insured:** the policy holder, the owner, possessor and keeper of the truck. And the persons who with your permission are allowed to drive, operate or ride in the truck.
- **Loading/unloading equipment and equipment:** the equipment permanently attached on or to the truck.

**You should consider here for this, the loading and unloading control valve, removable and tipping systems, cranes, movable floors and such like. Non (permanent) attached equipment such as a forklift only fall under this if it is attached to the truck.**

- **Occupants:** the driver and everybody who with permission has an officiating seat in the truck.
- **Policy schedule:** the pages that are part of the policy conditions. This states your insurance cover.
- **Residual value:** the value of the truck directly after the damage. This value is established by the expert.
- **Sanction list:** any list of persons and organisations that are subject to sanctions drawn up by the Dutch government, the European Union, the United Kingdom, the United Nations, the United States or any other country.
- **Total loss:** if the repair costs are more than the value of the truck just before the damage minus the remaining balance. There is also total loss when the repair costs are more than 2/3 of the value of the truck before the damage. Theft and misappropriation are also a form of total loss.

### An example of 'total loss'

**If the repair costs are more than 2/3 of the current market value of the truck, then we feel it is no longer reasonable and responsible that the vehicle is repaired. That is why we consider your vehicle a total loss in such an instance. You will then receive a higher payment. The example below will provide clarity on this.**

<b>Current market value truck</b>	<b>€75,000</b>
<b>Repair costs</b>	<b>€55,000</b>
<b>Residual value truck after the damage</b>	<b>€10,000</b>

**The repair costs (€55,000) are more than 2/3 of the current market value (€75,000). You do not receive the repair costs (€55,000) but the current market value (€75,000) minus the residual value of the truck after the damage (€10,000). Thus, you receive €75,000 - €10,000 is €65,000. The excess still though has to be deducted from this. The amount of the excess is stated on your policy schedule.**

- **Traffic accident:** a traffic accident with the insured vehicle, for instance a collision, crash, running over, fire, lightning strike and running off the road.
- **Truck:** the vehicle or the trailer or semi-trailer (coupled to it) as listed in your policy document. This includes:
  - all components and tools which are part of the vehicle's standard equipment;
  - fuel such as diesel, petrol and ad-blue;
  - modifications to the vehicle such as loading and unloading equipment, advertisements, accessories and other attached structures, provided you have notified us of these.

**Please note! The value of all these components and modifications has to be included in the insured value. If this has not been done, then they are not insured.**

- **We/ourselves/us:** TVM verzekeringen N.V.
- **You/Policyholder:** the person who took out the insurance contract with us.

## 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 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.

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. 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 (such as in the event of total loss or sale of the truck). It is important that you inform us of this as soon as possible, but in any case 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 Kingdom, the United States, the United Nations or any other country 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.

#### 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, reinsure 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 '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 by using our [online complaint form](#). Or you can send an e-mail to [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 Dutch court.

## 7. What obligations are imposed on you?

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

We expect you to:

- comply with the rules applicable to this insurance;
- comply with government regulations;
- 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;
  - a change of your address and/or contact details or bank account number.
- pay your premium and excess on time;
- inform us if the truck 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 obligations, 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 if yes, 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?

A no-claim bonus could be applicable on your insurance. This means that you receive a discount on your premium for claim-free driving. In addition to a premium with a no-claim bonus there is also the possibility of a premium without a no-claim bonus. The policy schedule specifies the policy we have agreed with you.

For a premium with a no-claim bonus, the amount of the premium for third party liability and comprehensive insurance cover is influenced by the number of years you have driven claim-free.

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 (consumenten-prijsindex voor huishoudens van het Centraal Bureau voor de Statistiek (CBS)).

### 9.1. No-claim facility

- We set the grade at the commencement of the insurance policy and with this the discount on the no-claim table.
- If you drive claim-free for a year: Then the grade is adjusted upwards according to the no-claim table.
- If you have filed a claim which we have reimbursed: Then the grade in the new insurance year is adjusted downwards according to the no-claim table.

### 9.2. No-claim table

Current grade	Discount	The table shows what the grade will be after an insurance year:	
		No claim	with 1 claim
grade 1	0%	grade 2	grade 1
grade 2	10%	grade 3	grade 1
grade 3	15%	grade 4	grade 1
grade 4	20%	grade 5	grade 1
grade 5	25%	grade 6	grade 1
grade 6	30%	grade 7	grade 3
grade 7	35%	grade 8	grade 3
grade 8	40%	grade 9	grade 4
grade 9	45%	grade 10	grade 4
grade 10	50%	grade 10	grade 5

In the event of 2 or more claims, the grade in the new insurance year will always be 1 (thus, without discount).

#### Example of a no-claim bonus:

**Let us say that your current grade is 8. The table shows that this corresponds with a 40% discount on your premium. If you have not filed a claim that we have to pay after one insurance year, then you move up to grade 9. This then results in a 45% discount. If we do though have to pay a claim then you will be moved back to grade 4. Your discount on the premium is then reduced by 25% and amounts to just 20%.**

### 9.3. Which claims do not affect the no-claim bonus?

The following claims have no negative impact on your no-claim bonus:

- the compensation paid by us has been recovered in full;
- we are unable to recover the damage because agreements have been made about this within the Dutch Association of Insurers. The liability of the other party must then be established;
- damage that you take for your own account and we have received the compensation back from you. You must have reimbursed this to us within one year after the extent of the damage has been notified to you;
- damage that is insured under 'Restricted comprehensive' cover;
- damage to anti-slipperiness equipment;
- assistance in case of illness or accident;
- damage that we according to the law have to pay, but where no blame whatsoever can be attached to the driver of the truck when the damage occurred.

## 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:
  - (sub) leasing;
  - 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 festive parades.

**By festive parades we mean, among other things, champion parades, flower parades and tours with a festive character. If you participate in such a parade, please contact us to discuss the insurance possibilities.**

- a driver who is not permitted to drive the truck; We understand here, a driver who has no driving licence or who should not be considered capable of driving a vehicle;

**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. This is in any event the case if the legally permitted maximum (promille/ugl) has been exceeded.**

**You are also not insured if the driver does not have a 'code 95' entitlement on his driving licence as required for the type of transport.**

- a driver who has stolen the truck, or knows that it is 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;
- 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.

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.

We also do not reimburse claims:

- if the truck 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.

We will pay the damage if the other policy is for accident insurance.

## 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 truck without your permission; Then we recover the claim from the person who used the truck;
- someone else is liable. Then we recover the paid claim from the other person.

## 14. In which countries are you insured?

You are insured in the countries in which your International Motor Vehicle Insurance Certificate is valid.

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 truck insurance.

## 14.1. Foreign exchange arrangement

Have you insured various coverage areas for your trucks? Then you are allowed to drive with all vehicles in the extended coverage area, but not with more vehicles at the same time than are insured on the cover. If there is a claim and it appears that you were driving with more vehicles in the extended coverage area then you have an additional excess of €2,500 for that claim.

### Example

**Let us say you have insured 8 trucks. Of these, 3 are insured for driving in Europe and 5 for only in the Netherlands. All 8 trucks are allowed to drive outside the Netherlands, but only in Europe. This is only not allowed if it is with more than 3 at the same time. If you drive with more than 3 at the same time, then an additional excess of €2,500 applies in the event of a claim.**

## 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. Emergency assistance

If you need direct assistance, call:

TVM assistance: +31 (0)528 29 29 11.  
(lines are open day and night)

Examples of direct assistance (depending on your coverage) are:

- Salvage;
- Repatriation;
- Theft of your vehicle;
- Personal assistance if you become ill or are involved in an accident in another country.

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

You are obliged to:

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

You are also not allowed to make any commitments, statements or undertake actions regarding compensation for damages.

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 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.

### 15.5. What if you cannot use your vehicle because it is being repaired or serviced?

So long as the insured truck is temporarily unavailable due to a traffic accident, repairs or service, the cover chosen by you is also valid for a similar replacement truck. This can be a borrowed or rented truck, but also a spare truck from your own fleet. This cover is valid for a maximum of thirty days. If the replacement truck is already insured, this cover is not applicable.

### 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 (clauseblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden (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 liable for:</p> <ul style="list-style-type: none"> <li>• damage to others or their goods that is caused with or by the truck;</li> <li>• damage incurred by third parties caused by anti-slipperiness equipment. Damage to anti-slipperiness equipment due to the causes specified under Fully Comprehensive Insurance is also insured to a maximum of € 50,000 per incident;</li> <li>• damage to others or their goods caused by falling loads;</li> <li>• contamination of the upholstery as a result of the transportation of wounded persons at no charge.</li> </ul>
<p><b>What is not insured?</b></p>	<p>You are not insured for:</p> <ul style="list-style-type: none"> <li>• damage to the driver or the operator of your truck;</li> <li>• damage caused by an uncoupled trailer or semitrailer that has come to a safe stop outside traffic. This is insured if no other insurance has been taken out.</li> <li>• fines, lump sum payments and the (legal) costs of criminal proceedings;</li> <li>• contractual liability;</li> <li>• damage to the load that the vehicle was transporting;</li> <li>• damage as a result of loading and unloading. The damage caused by loading and unloading hazardous substances as meant in the articles 1201 up to and including 1220 of Book 8 of the Dutch Civil Code is though insured;</li> <li>• damage caused with a towed vehicle;</li> <li>• damage caused to a towed vehicle and the persons therein. Or to the goods that are being transported with the towed vehicle;</li> </ul> <div style="border: 1px solid green; border-radius: 15px; padding: 10px; margin: 10px 0;"> <p>The cover does though apply for the towing of a vehicle as a friendly turn. For this to apply, it must concern a faulty vehicle that is being towed to the nearest garage and which is nowhere else insured.</p> </div> <ul style="list-style-type: none"> <li>• damage caused by loading/unloading or equipment coupled to the truck during the use of this equipment for its intended purpose.</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 your policy schedule.</li> <li>• The excess for damage to anti-slipperiness equipment is € 250.</li> </ul>
<p><b>What is the maximum compensation?</b></p>	<ul style="list-style-type: none"> <li>• The maximum compensation is stated on the policy schedule.</li> <li>• If the law stipulates a higher insured amount, then you are insured for that higher amount.</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> <li>• A deposit up to a maximum of €25,000 is paid above the insured amount. But only if a competent government agency imposes a deposit in connection with a criminal case that is covered by insurance or a traffic accident with the insured truck. As soon as the deposit is refunded by the government agency, you must pay it back to us immediately.</li> <li>• Compensation is also made above the insured amount for: <ul style="list-style-type: none"> <li>• the costs for the legal assistance provided by us for criminal proceedings against the insured;</li> <li>• the costs of legal assistance for a defence in a civil proceedings against the insured;</li> <li>• statutory interest.</li> </ul> </li> <li>• The maximum compensation for damage to anti-slipperiness equipment is € 50,000.</li> </ul>
<p><b>What else do you need to know?</b></p>	<ul style="list-style-type: none"> <li>• The employer is also insured but only if the employer is liable pursuant to Article 6:170 paragraph 1 of the Dutch Civil Code (BW).</li> <li>• The cover also applies for the towing of a vehicle as a friendly turn. For this to apply, it must concern a faulty vehicle that is being towed to the nearest garage and which is nowhere else insured.</li> <li>• Damage caused with the truck on the public roads or private grounds to another vehicle of the policyholder (or the person that permanently uses the car) is insured. This does not apply if this damage is caused in a building.</li> </ul>

## 18. Assistance in case of illness or accident

If you have Third Party liability insurance on your truck, then you automatically have this cover. This cover is intended to offer help to the insured (driver) in the event of illness or an accident abroad. The overview below states what is and is not covered.

<p><b>What is insured?</b></p>	<p>In the event of illness or an accident abroad, assistance is provided by TVM assistance. It must concern here an insured that leaves his/her residence in his/her country of domicile for a trip abroad.</p> <p>The following is insured:</p> <ul style="list-style-type: none"> <li>• the costs of patient transport including necessary (medical) supervision of the driver to his/her country of domicile. We only reimburse transport via an air ambulance if this can save the life and/or reduce the risk or permanent disability;</li> <li>• the additional accommodation costs and additional travel costs of the return journey via public transport or the means of transport in which the journey was made. This applies for the driver and one travelling companion;</li> <li>• the additional costs for sending over and accommodation for one person if assistance is necessary and the driver is travelling alone;</li> <li>• shipping costs of medicines, artificial devices and aids. The costs of the medicines themselves, the customs costs and any return freight costs are not reimbursed;</li> <li>• we reimburse the following in the event of death abroad:             <ul style="list-style-type: none"> <li>• the transport costs of the mortal remains to his/her country of domicile;</li> <li>• the funeral or cremation costs abroad and the travel costs of sending over house mates and family members; In total, we reimburse no more than the transport costs of the mortal remains to his/her country of domicile would be;</li> </ul> </li> <li>• in case of life-threatening illnesses, accidents or death to a first or second degree family member not travelling with him/her, the additional costs of:             <ul style="list-style-type: none"> <li>• travel and accommodation during the return journey to the country of domicile;</li> <li>• sending a business replacement if this is urgently desired;</li> <li>• return to the foreign destination if no business replacement was sent;</li> </ul> </li> <li>• the following costs for serious damage to the property of insured:             <ul style="list-style-type: none"> <li>• travel and accommodation during the return journey to the country of domicile;</li> <li>• costs of sending a business replacement if this is urgently desired;</li> <li>• return to the foreign destination if no business replacement was sent;</li> </ul> </li> <li>• the costs that according to the local, competent authorities had to be incurred for tracing and/or rescuing the insured;</li> <li>• the additional costs of the insured for accommodation in the event of a forced delay (by natural disaster, strikes or blockades), if this exceeds the original return journey date. We compensate a maximum of € 25 per policyholder per day delay, with a maximum of € 500 per journey;</li> <li>• the necessary telecommunication costs incurred to contact TVM assistance in the event of illness or accident.</li> </ul>
<p><b>What is not insured?</b></p>	<p>The following is not insured:</p> <ul style="list-style-type: none"> <li>• assistance and costs incurred without the permission of TVM assistance;</li> <li>• medical costs;</li> <li>• incurring of costs, which could have been anticipated that these would have to be incurred, (such as with an existing illness);</li> <li>• assistance for persons with a country of domicile that falls outside the insurance area of this insurance;</li> <li>• costs caused by the deliberate involvement in a kidnapping, hijacking, strike or terrorist act.</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 compensation for accommodation is reduced by 10% for savings made on normal living costs.</li> <li>• The compensation is reduced by all other savings and received refunds.</li> </ul>
<p><b>What should you do in the event of an accident or illness?</b></p>	<ul style="list-style-type: none"> <li>• If you need assistance, then contact SOS International (BV Dutch Emergency Organisation SOS International).</li> <li>• The driver or other interested parties must do everything possible to prevent or limit damage.</li> <li>• At our request, the driver must allow him/herself to be examined by a doctor appointed by us.</li> <li>• Send us the original supporting documents of the assistance request or the payment.</li> <li>• In the case of death, you have to:             <ul style="list-style-type: none"> <li>• contact TVM assistance immediately;</li> <li>• at request allow a post-mortem examination.</li> </ul> </li> </ul> <p>See also article 15 'What should you do in the event of a claim?'.</p>



## 19. Work risk

This cover is intended to insure the liability for claims caused by the loading/unloading and equipment coupled to your truck. This risk is not insured with 'Third party liability (damage to another person)' cover. This cover insures this risk. You have this cover if it is stated on your policy schedule.

<b>What is insured?</b>	You are insured if you are liable for the following damage to others with the equipment or loading/unloading equipment coupled to the truck: <ul style="list-style-type: none"> <li>• damage caused during use for which this equipment is intended;</li> <li>• damage caused by the load or cargo that is hoisted or transported with the loading/unloading or equipment.</li> </ul>
<b>What is not insured?</b>	The following is not insured: <ul style="list-style-type: none"> <li>• damaged to the insured itself;</li> <li>• damage caused by pile driving activities;</li> <li>• damage to the hoisted or transported load or cargo.</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>• The excess is stated on your policy schedule.</li> </ul>
<b>What is the amount of the compensation?</b>	<ul style="list-style-type: none"> <li>• The maximum compensation is the amount stated on the policy schedule for the truck under 'Statutory/Third-party Liability (damage to another person)' cover.</li> <li>• Damage caused to underground property and the consequences of this is insured up to a maximum of €50,000.</li> </ul>
<b>What else do you need to know?</b>	<ul style="list-style-type: none"> <li>• This cover supplements the 'Statutory/Third-party Liability (damage to another person)' cover. The same provisions apply to this cover.</li> </ul>

## 20. Comprehensive insurance cover (damage to your truck)

This chapter describes the various covers. It will be stated on your policy schedule whether you have one of these covers.

<b>Terms</b>	<ul style="list-style-type: none"> <li>• <b>General average:</b> this is the contribution in the costs that have to be incurred in an emergency during transport with a ship.</li> <li>• <b>Vehicle registration papers/On-board Units (ObU):</b> these include the vehicle registration certificate, driving licence, vehicle registration papers/vignettes that are needed for travelling in a foreign country and on-board units for paying tolls.</li> </ul>
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**20.1. Fire, Theft, Restricted comprehensive, Full comprehensive**

You are insured for damage to your truck with this. The table below lists the incidents that your truck is insured against. The cover that you have is given on the policy schedule.

What is insured?	Cover			
	Fire	Fire/theft	Restricted 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. (This is the case if the cause lies in the product itself, e.g. caused by wear and tear, structural, material or manufacturing defects.)</p> <ul style="list-style-type: none"> <li>• Lightning strikes</li> </ul>				
<ul style="list-style-type: none"> <li>• Theft of the truck or parts thereof</li> <li>• Break-in/forcible entry</li> <li>• Joyriding</li> <li>• Misappropriation or an attempt of this</li> </ul> <p>It applies for these incidents that also the damage to your vehicle during driving is insured with this.</p> <ul style="list-style-type: none"> <li>• The replacing of vehicle locks if the keys of the vehicle have been taken by violence, threat of violence or from a properly secured building after a break-in.</li> </ul>				
<ul style="list-style-type: none"> <li>• Collision with birds or roaming animals. The damage has to be a direct result of the collision. The consequential loss after the collision with an animal is not insured. For example, if you collide with a tree after hitting the animal.</li> <li>• Coming into contact with an aircraft or parts of it.</li> <li>• Flooding, tidal wave, hail, avalanche, earthquake, volcanic eruption, falling rocks, subsidence and landslide.</li> <li>• The breaking or cracking of the windscreen, side and rear windows and damage caused by the shards. This is only insured if no further damage occurred to the truck.</li> <li>• Storm (this is a wind velocity of at least 14 metres per second, force 7).</li> <li>• General average. See 'Terms' above for an explanation.</li> <li>• Damage caused during the transportation of the truck. For example on a tow truck.</li> <li>• Vandalism.</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>				

<b>What is not insured?</b>	<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. This does not apply to damage caused by vandalism;</li> <li>• damage during the hauling and towing;</li> <li>• marks, scratches or paint damage caused during transport;</li> <li>• wear and tear (a gradual decline in strength and usability due to use and exposure);</li> <li>• mechanical damage through incorrect use;</li> <li>• claim arising through decreasing in value;</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>• The excess is stated on the policy schedule. This applies per event. This implies that if several vehicles are damaged in a single event, only one excess is applicable.</li> <li>• There is no excess for: <ul style="list-style-type: none"> <li>• a contribution in General average;</li> <li>• replacing of vehicle registration papers/On-board Units;</li> <li>• the replacing of locks after theft of the vehicle's key.</li> </ul> </li> </ul>
<b>Important to know in the event of damage</b>	<ul style="list-style-type: none"> <li>• We determine the damage within 30 days after we have received all the data.</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>• In the event of theft, we pay the claim after 30 days from the day that you reported the theft to us.</li> <li>• We pay the compensation in the event of total loss after the property of the truck, including the extra items to be reimbursed by us are transferred to us or to a party to be appointed by us. You are hereby required to also hand over the vehicle registration papers (including vehicle registration certificates or cards with codes), keys and other electronic means for opening the doors.</li> <li>• You are not entitled to hand over (to abandon) the damaged or stolen truck to us.</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>
<b>What is the maximum compensation per claim?</b>	<ul style="list-style-type: none"> <li>• We reimburse the repair costs. These costs must not be higher than the current market value of the truck before the damage minus the residual value of the truck after the damage.</li> <li>• In the event of total loss, we reimburse: <ul style="list-style-type: none"> <li>• during the first 12 months after the goods vehicle was delivered new and registered, the value as stated on the policy. The residual value of the goods vehicle after the damage is deducted from said value.</li> <li>• after 12 months, the current market value of the goods vehicle immediately before the time of damage. The residual value of the goods vehicle after the damage is deducted from said value.</li> </ul> </li> </ul> <p>The compensation amounts to a maximum of 110% of the value of the goods vehicle as stated on your policy.</p> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; margin: 10px 0;"> <p><b>Please note!</b> Compensating a maximum of 110% of the value implies, for example:</p> <ul style="list-style-type: none"> <li>• if the value of an identical goods vehicle, as stated on the policy, has increased in the first 12 months, we will compensate that higher value up to a maximum of 110%.</li> <li>• if you quoted an understated value, we will cap the reimbursement at 110% of that value.</li> <li>• If there is damage from an older date that was not expertly repaired, then this damage is deducted from the compensation.</li> </ul> </div> <ul style="list-style-type: none"> <li>• A maximum of €500 applies for permanently installed electrics. If during the establishing of the insured value of the truck account was taken with a higher amount, then that applies as the maximum amount.</li> <li>• For fuel we reimburse 50% of the tank capacity. If it can be proved that there was more fuel in the vehicle at the time of the damage, we will also reimburse the excess.</li> </ul>
<b>What else do you need to know?</b>	<ul style="list-style-type: none"> <li>• Also insured under the policy: <ul style="list-style-type: none"> <li>• permanently installed electrics, such as audio(visual), telephone and or navigation system;</li> <li>• vehicle registration papers and On-board Units.</li> </ul> </li> <li>• Reasonable costs incurred in order to prevent immediately imminent damage or to limit the extent of damage that has already occurred as much as possible are also insured.</li> <li>• A charter engaged by the policyholder who uses a semi-trailer or trailer belonging to you is not an insured party. We may therefore recover damage to your semi-trailer or trailer from the charter.</li> </ul>

## 20.2. Storage and repatriation

If your truck is insured for fire, fire/theft, restricted comprehensive or full comprehensive cover, then you automatically have this cover. This cover insures you for storage and the transport of your truck after a covered claim. The overview below states what is and is not insured.

<b>What is insured within the Netherlands?</b>	If the truck can no longer be driven in the Netherlands as a result of an incident for which it is insured, we will pay: <ul style="list-style-type: none"> <li>the reasonable costs of salvage and supervision of salvage work;</li> <li>the costs of transportation of the truck to an address in the Netherlands.</li> </ul>
<b>What is insured abroad?</b>	If the truck can no longer be driven outside the Netherlands as a result of an incident for which it is insured, we will pay: <ul style="list-style-type: none"> <li>the costs for storage and towing to the nearest garage.</li> </ul> <p>If on site repairs are not reasonably possible, then we reimburse:</p> <ul style="list-style-type: none"> <li>the reasonable costs of security and storage;</li> <li>transportation of the truck to an address in the Netherlands.</li> </ul> <p>If the truck can no longer be driven, but the trailer or semi-trailer can, we will possibly reimburse the costs of a replacement truck up to a maximum of what the transport of the trailer or semi-trailer to the Netherlands would have cost.</p>
<b>What is not insured?</b>	Assistance obtained and costs incurred are not insured: <ul style="list-style-type: none"> <li>without our permission;</li> <li>if the damage to your truck is not insured;</li> <li>if the truck becomes immobile without there being a case of a collision, impact or overturning;</li> <li>if the truck becomes immobile due to a breakdown. By this, we mean a mechanical or technical problem, as a result of which the truck can or may no longer be driven.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>Example:</b>  You have third-party, fire and theft insurance for your truck. As a result of a steering error, the truck hits against a tree and can no longer be driven. Thankfully, only the bodywork is dented. This type of damage is not covered under your policy and the salvage costs will therefore not be paid.  If your truck catches on fire, for example, as a result of a short-circuit, the damage is covered under your policy and we will pay the salvage costs.</p> </div> <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<b>Excess</b>	No excess applies.
<b>What else do you need to know?</b>	<ul style="list-style-type: none"> <li>Storage and transport of the coupled trailer or semi-trailer, the attached and installed equipment and the load are included under this insurance, even if they are not insured (with us).</li> <li>We are entitled to recoup the cost of such salvage and transport from another insurer or owner.</li> <li>Savings or refunds because the truck could not complete its normal journey are deducted from the claim compensation.</li> </ul>

## 21. Additional Business costs

This cover offers you compensation for every day the truck cannot be used as a result of an insured event. You have this cover if it is stated on your policy schedule. The overview below states what is and is not insured.

<b>What is insured?</b>	In the period in which the truck is technically being repaired, you receive a daily compensation. Technically repaired is the time that the truck is actually being repaired. Account is taken here with a reasonable delivery time of spare parts. The reason for repairing the truck has to be the consequence of an insured event as stated in article 20.1 'Fire, Theft, Restricted comprehensive, Full comprehensive'.
<b>What is not insured?</b>	The same applies here as that which is stated under 'What is not insured?' in article 20 'Comprehensive insurance cover (damage to your truck)'.
<b>Excess</b>	In case of a repair period of one or two working days, you will not receive any compensation. This is your own risk. If the repair takes longer than two days or if there is a total loss, the deductible does not apply.
<b>What are your options in the event of a claim?</b>	The same applies here as under 'Important to know in the event of damage in article 20 'Comprehensive insurance cover (damage to your truck)'.
<b>What is the maximum compensation per claim?</b>	<ul style="list-style-type: none"> <li>The daily compensation is stated on your policy schedule.</li> <li>The payment term is a maximum of 30 working days. General public holidays, Saturdays and Sundays are not working days.</li> <li>If the truck can no longer be repaired or in instances of theft or misappropriation, then you receive the daily compensation up to the moment that a similar truck can be delivered. The payment term is a maximum of 21 days.</li> <li>In the event of joyriding, you receive the payment for the days on which you could not use the truck.</li> </ul>



## 22. Driver's luggage

This cover insures against damage or loss of personal property of all occupants of the vehicle. You have this cover if it is stated on your policy schedule. The overview below states what is and is not insured.

<b>What is insured?</b>	<p>The damage caused to the luggage of the occupants is insured and/or permanently fitted personal property is insured. It has to concern items that are for normal personal use. The cause of the damage has to be the consequence of an insured event as stated in the overview in article 20 'Comprehensive insurance cover (damage to your truck)'. Theft is only insured:</p> <ul style="list-style-type: none"> <li>• if the truck has been broken into; or</li> <li>• if the truck with the property inside it was stolen; or</li> <li>• if the premises in which the truck is kept was broken into; or</li> <li>• if physical violence is used or if there was a case of a threat.</li> </ul>
<b>What is not insured?</b>	<p>The following is not insured:</p> <ul style="list-style-type: none"> <li>• theft of the following items after the truck was broken into: <ul style="list-style-type: none"> <li>• laptops, tablets and peripheral equipment;</li> <li>• mobile telephones and PDAs;</li> <li>• portable navigation systems;</li> <li>• photographic, film and video devices;</li> <li>• portable visual and audio players;</li> </ul> </li> <li>• money or other valuable papers;</li> <li>• everything that is not insured according to article 20 'Comprehensive insurance cover (damage to your truck)'.</li> </ul>
<b>Excess</b>	<p>No excess applies.</p>
<b>What is compensated?</b>	<ul style="list-style-type: none"> <li>• The repair costs are reimbursed.</li> <li>• In the event of total loss and theft, we use the new value as starting point.</li> <li>• We use the current market value as starting point in the following cases: <ul style="list-style-type: none"> <li>• with electronic devices, with antiques and items of rarity value;</li> <li>• with items of which the current market value is less than 40% of the new value.</li> </ul> </li> </ul> <p>See also article 15 'What should you do in the event of a claim?'.</p>
<b>What is the maximum compensation per claim?</b>	<p>The insured amount as stated on your policy schedule. This amount applies for the luggage of all the occupants together and permanently fitted personal property is insured.</p>
<b>Special details</b>	<p>There are situations where we can ask a claim to be repaid (recovery), for example, if someone else is liable for the claim. We don't ask for this repayment with the following persons:</p> <ul style="list-style-type: none"> <li>• the driver of the truck;</li> <li>• the passengers that are allowed to travel in the truck;</li> <li>• you and the employer.</li> </ul> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; margin-top: 10px;"> <p><b>Please note:</b> You do though have to comply with all the agreed rules. See also article 7 'What obligations are imposed on you?' If the claim is covered by another insurance, we shall ask for the claim to be repaid.</p> </div>

### 23. Accidents to Occupants

This cover gives you accident insurance for the occupants of the truck. You have this cover if it is stated on your policy schedule. The overview below states what is and is not covered.

<b>What is insured?</b>	<p>The following is insured:</p> <ul style="list-style-type: none"> <li>• death or permanent disability of the occupants of the insured vehicle as a result of a traffic accident with the insured truck.</li> </ul> <p>This cover also applies for traffic accidents that occur when the vehicle is stopped, getting in and out of the vehicle, refuelling and carrying out emergency repairs or assistance at a traffic accident in which the truck is involved.</p>
<b>What is not insured?</b>	<p>Death and permanent disability as a result of the following is not insured:</p> <ul style="list-style-type: none"> <li>• existing disability;</li> <li>• committing a crime or being involved in one;</li> <li>• a traffic accident caused as a result of an illness of insured. If the illness is the result of a previous traffic accident that was insured, then it is insured;</li> <li>• when the consequences of a traffic accident are aggravated by an illness or a mental or physical defect;</li> <li>• in case of psychological disorders. This is though insured if this is the result of brain injury caused by the traffic accident;</li> <li>• disability coupled to the performing of a specific profession.</li> </ul> <p>Permanent disability when the occupant is older than 70 years of age is also not insured.</p> <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<b>No entitlement to payment</b>	<ul style="list-style-type: none"> <li>• No entitlement to payment exists if the traffic accident has still not been reported three years after the traffic accident.</li> </ul>
<b>Excess</b>	None.
<b>What should you do in the event of a traffic accident?</b>	<ul style="list-style-type: none"> <li>• In the event of death, you must immediately inform us of this and if requested by us, agree to a post-mortem examination.</li> <li>• In case of disability, inform us of this as soon as possible and cooperate with a medical examination and the medical treatment.</li> </ul> <p>See also article 15 'What should you do in the event of a claim?'.</p>
<b>What is the maximum compensation per claim?</b>	<ul style="list-style-type: none"> <li>• The insured amount that is stated on the policy schedule.</li> <li>• The amounts apply for a maximum of three insured persons. If there are more occupants, then the compensation for every occupant is reduced in proportion to the actual number of occupants.</li> </ul>

### Special details

- In the event of death caused by a traffic accident, we reimburse the insured amount. What if the insured dies within a year after the traffic accident? Then the amounts that have already been reimbursed for permanent disability for this same traffic accident are deducted from the payment.
  - In the event of permanent disability, you receive a percentage of the insured amount. Please see article 23.1 for the percentage rate.
  - In the event of permanent disability of a type not listed in article 23.1, a percentage of the insured amount that is equal to the percentage of the closed type of listed of permanent disability is reimbursed. This percentage is determined by our medical advisor in accordance with the standards laid down in the latest edition of the A.M.A. Guide and, wherever possible, calculated as a total percentage of the upper extremity (arm to shoulder joint) and/or the lower extremity (leg to hip joint).
  - When determining the permanent disability no account is taken of the occupation of the insured.
  - We determine the extent of the permanent disability as soon as the condition is stable (thus, when it will no longer improve or worsen).
  - Is it still not possible to determine the percentage of the permanent disability due to the fact that this can still change? Then we are entitled, in all reasonableness, to delay the decision on the amount of the payment.
  - We shall determine the amount of the payment as soon as we have all the data and a definitive medical conclusion has been reached and inform you of this.
  - If existing illnesses and/or disabilities worsen the consequences of a traffic accident, then we do not reimburse more than when the insured would have been completely able and healthy.
  - The payment is made to the person that suffered the traffic accident.
  - In the event of the death of this person, the payment is made to:
    - your spouse, if you at the moment of death are married;
    - your partner, as set down in the notarial cohabitation contract or the 'registered partnership', by which you at the moment of death cohabit without being married.
- If you have no spouse or partner at the moment of death then the compensation is paid to your legal heirs.  
If there are no legal heirs, then no payment is made.

### 23.1. Payment percentage in the event of permanent disability

In the case of partial disability, you receive a percentage of the amount for which you are insured. The percentages are given in the table below.

With (partial) loss of bodily function:

Both eyes	100%	A hand	60%
One eye	30%	A thumb	25%
If complete payment has been granted from this insurance for one eye, then the other eye	70%	An index finger	15%
Hearing in both ears	50%	A middle finger	12%
Hearing in one ear	20%	A ring finger	10%
If complete payment has been granted from this insurance for one ear, then the other ear	30%	A leg up to the hip joint	70%
Sense of smell and/or taste	10%	A leg up to the knee joint	60%
An arm up to the shoulder joint	75%	A foot up to the ankle joint	50%
An arm up to the elbow joint	67.5%	A big toe	5%
Elbow joint	60%	One of the other toes	3%

You receive the maximum 100% of the insured amount.

Do you still have partial use of a body part? Then you receive a part of the percentage.

Can you not use more than one finger of the hand? Then you receive no more than with (partial) loss of the whole hand.

### 23.2. Do you disagree with our assessment on the amount of or the entitlement to a payment?

Then a commission of three doctors will be appointed. You appoint one doctor and we appoint another. After which both of these doctors choose a third doctor before they start their examination. If the first two cannot agree then the third doctor shall decide on the matter. Every party is required to abide by this decision.

### 23.3. When will we reimburse the claim?

- We reimburse for permanent disability within three years after the traffic accident. We shall reimburse sooner if it can be established that no change is expected in the health condition.
- Has the insured died within one year after the traffic accident and the death is not the result of the traffic accident? If we have not yet paid compensation for permanent disability, then we will never make this payment.
- Has the insured died more than one year after the traffic accident and the death is not the result of the traffic accident? If we have not yet paid compensation for permanent disability, then we will do so in this case. The payment is based on the disability as if the insured had not died.
- Has permanent disability still not been established after one year? Then the amount of the payment (after the first year) is increased by 3% per year.

## 24. Occupants' claims

This insurance covers injuries suffered by passengers in a truck in a traffic accident. You have this cover if it is stated on your policy schedule. The overview below states what is and is not insured.

<b>What is insured?</b>	<ul style="list-style-type: none"> <li>• The occupants of the truck that suffer damage as a result of a traffic accident are insured. This applies for: <ul style="list-style-type: none"> <li>• a claim as result of injury or death;</li> <li>• damage to the (personal) items.</li> </ul> </li> <li>• This cover also applies for traffic accidents that occur when: <ul style="list-style-type: none"> <li>• getting in and out of the truck;</li> <li>• refuelling;</li> <li>• if any necessary actions, checks or repairs have to be carried out on the truck during the journey;</li> <li>• if first aid is provided outside the passenger car in the event of a traffic accident.</li> </ul> </li> </ul>
<b>What is not insured?</b>	<p>Not insured is damage:</p> <ul style="list-style-type: none"> <li>• that is not a direct consequence of participation in traffic.</li> </ul> <div style="border: 1px solid black; border-radius: 15px; padding: 5px; margin: 10px 0;"> <p>By damage not directly resulting from road use, we refer, for example, to damage while the vehicle was not being driven or while cleaning or de-icing the vehicle.</p> </div> <ul style="list-style-type: none"> <li>• for which someone else is liable.</li> <li>• which is insured under the compulsory Motor Insurance Liability Act (WAM) or under a similar foreign insurance policy.</li> </ul> <p>Nor will the loss of affection be reimbursed.</p> <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<b>Excess</b>	<p>The excess is stated on your policy schedule.</p>
<b>In the event of damage</b>	<ul style="list-style-type: none"> <li>• In the event of injury or death, the compensation is determined based on the relevant articles in the Dutch Civil Code. If insured resides outside the Netherlands, then determination of the loss assessment shall occur according to the law of that country.</li> </ul> <p>See also article 15 'What should you do in the event of a claim?'.</p>
<b>What is the maximum compensation?</b>	<ul style="list-style-type: none"> <li>• The maximum compensation is stated on the policy schedule.</li> <li>• No more than twice the maximum reimbursement will be paid per insurance year.</li> <li>• Will the total damage exceed the maximum? Then we will reduce the compensation per person. We do this proportionally.</li> <li>• Was the occupant not wearing a seat belt? Then we compensate a maximum of 75% of the amount of the claim.</li> <li>• If a policyholder is self-employed, the compensation (per day) for damage due to loss of labour capacity will be a maximum of 30% of the maximum daily earnings pursuant to the Invalidity Insurance Act/ Work and Income according to Labour Capacity Act (WAO/WIA). In total, the compensation will not in any case exceed 30% of the loss of labour capacity.</li> <li>• In the event of damage to items, the repair costs will be reimbursed up to a maximum of the daily value. If repair is not possible, we will reimburse the current market value.</li> <li>• If the Insured makes use of the services of a representative, these costs will be reimbursed by us up to a maximum of the amounts stated in the most recent PIV schedule of the Dutch Association of Insurers. This scale determines, on the basis of the amount of the claim, what on average is reasonable compensation.</li> </ul>
<b>Special details</b>	<ul style="list-style-type: none"> <li>• Only persons who are directly involved with the traffic accident can be compensated. In case of death, also the surviving relatives.</li> </ul>



## 25. 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 truck. 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>TVM rechtshulp:</b> the organisation to which TVM verzekeringen N.V. has outsourced the handling of legal assistance.</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 truck. Also insured is the recovery of damages caused to the truck while it is parked;</li> <li>• prosecution for 'death by negligence' or 'injury by negligence';</li> <li>• service to the truck within the Netherlands;</li> <li>• repairs and towing of the truck;</li> <li>• purchase of a new truck or second hand truck if this was purchased with a written guarantee from a dealer established in the Netherlands;</li> <li>• the use of loading/unloading and motorised equipment.</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 TVM rechtshulp, 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 TVM rechtshulp;</li> <li>• for disputes concerning the exploitation of the truck such as loss of turnover, rental, transportation, giving lessons and advertisements;</li> <li>• for the recuperation of wage damage and any re-integration costs incurred;</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>• for disputes related to quarrels in traffic;</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 fines, sanctions, 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 there is a criminal case but a summons has not yet been issued;</li> <li>• if you have consciously broken the law;</li> <li>• If you are being suspected of criminal offences in a criminal case. If the verdict later shows that you are completely acquitted, the reasonable costs of legal assistance will still be reimbursed. You are insured if you are suspected of criminal offences in a criminal case involving death/injury caused by fault and/or driving on after a collision;</li> <li>• with regard to actions related to revoking a driving licence. If the driver is acquitted, the reasonable costs of legal assistance will nevertheless be compensated;</li> <li>• if a dispute between you and TVM rechtshulp 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 TVM rechtshulp to perform all necessary acts on your behalf.</p>

<p><b>What is the maximum compensation per claim?</b></p>	<ul style="list-style-type: none"> <li>• Costs of legal assistance incurred by legal aids working for TVM rechtshulp 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>
<p><b>How we deal with a conflict of interest?</b></p>	<ul style="list-style-type: none"> <li>• A conflict of interest exists if two or more parties in the same dispute are entitled to legal assistance from TVM rechtshulp. In that case, the following rules apply:</li> <li>• If it concerns a dispute between you and one of the co-insureds under this insurance, only the policyholder is entitled to legal assistance from TVM rechtshulp.</li> <li>• If it concerns a dispute between two co-insureds under this insurance, only the co-insured designated by the policyholder is entitled to legal assistance from TVM rechtshulp.</li> <li>• If it concerns a dispute between two insured parties under two different insurance policies with us, you are entitled to legal assistance from a lawyer of your choice.</li> </ul>
<p><b>Special details</b></p>	<ul style="list-style-type: none"> <li>• You may not start on the settlement of your dispute without the permission of TVM rechtshulp.</li> <li>• TVM rechtshulp 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.</li> <li>• You can choose the lawyer yourself to whom we have to pass the case, if: <ul style="list-style-type: none"> <li>• we have commissioned a lawyer to represent your interests in a legal or administrative procedure;</li> <li>• also the opposing party is insured with us for legal assistance and has to be assisted by TVM rechtshulp.</li> </ul> </li> <li>• Would you like to change lawyers during the settlement of your dispute? These costs only qualify for compensation after permission from TVM rechtshulp.</li> <li>• 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.</li> <li>• We are not liable for claims that are the result of the work of external lawyers or experts.</li> <li>• Are you in dispute with TVM rechtshulp concerning the legal assistance? <ul style="list-style-type: none"> <li>• Then you can present this case once to an independent lawyer. You are allowed to choose the lawyer.</li> <li>• We will reimburse the costs of this and shall handle your case further as the lawyer advises.</li> <li>• If TVM rechtshulp may not or cannot handle the case itself: Then TVM rechtshulp expects you to request another lawyer (not a colleague) to continue with the procedure.</li> <li>• If the ruling is not in your favour, you can also continue the proceedings yourself. But this is for your own account.</li> <li>• If the ruling is then in your favour: We reimburse the costs incurred up to a maximum of the insured amount after the ruling.</li> </ul> </li> <li>• Has someone else caused your damage? And it is probable that he or she is not capable of compensating this damage? Then TVM rechtshulp 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.</li> <li>• We only handle disputes that concern an interest of more than €125. This minimum interest does not apply for traffic and criminal actions.</li> <li>• TVM rechtshulp 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.</li> <li>• TVM rechtshulp advances costs related to the handling of the dispute. These can be, for example, extrajudicial costs, legal costs and deductible VAT. If you are reimbursed for these costs, for instance because the court decides so, you pay these costs back to TVM rechtshulp.</li> <li>• If, during the handling of your dispute, invoices become eligible for reimbursement and you can offset the VAT on them, we will not reimburse this VAT.</li> </ul>





