



Truck Insurance

Policy conditions

VWV01012027GB

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 vehicle is reimbursed with this Truck Insurance. It is also possible to insure damage to truck or (semi)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 if you take out insurance with us. The policy 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 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.

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. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, www.tvm.nl, for more information on this insurance.

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Explanation of used terms

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

Current value: the amount needed to buy an similar vehicle or parts, of the same make, type and age. This also takes into account the quality and state of maintenance.

Cover: this describes the risks for which you are insured. This policy provides various types of cover.

Inherent defect: the failure of part of the vehicle, such as through wear and tear, construction-, material- or manufacturing errors.

Fraud: you commit fraud if you intentionally mislead or attempt to mislead us in order to receive a payment or to achieve the fulfilment of an obligation to which you are not entitled. For example, if u provides us with incorrect information or fails to disclose relevant information to us. Fraud also includes seeking to benefit in another way without having any right to compensation, payment or the fulfilment of an obligation.

Event: An occurrence causing damage. Occurrences related to each other count as one event.

Winter maintenance equipment: the equipment fitted to the vehicle which is used for winter maintenance, such as salt/sand spreaders, snow ploughs, roller brooms or similar equipment.

Passengers: the driver and anyone who has a seat in the truck with permission.

Loading/unloading and work equipment: the equipment permanently attached to or on the vehicle.

This includes loading/unloading ramps, offloading and tipping equipment, cranes, movable floors and the like. Non-permanently attached equipment, such as a fork-lift, is covered here only as long as it is attached to the vehicle.

New value: the amount as stated on the policy with the vehicle. This includes any modifications made to the vehicle such as loading/unloading and work equipment, advertising, accessories and other structures installed if they have been passed on by you.

Accident: a sudden external physical force acting on the body. This leads directly to physical injury or death of the insured. A doctor must be able to establish this.

We also define an accident as:

- dislocating, spraining and tearing of muscles and tendons due to sudden exertion of force.
- wound infection and blood poisoning as a result of an accident;
- complications or aggravation of physical injuries caused by first aid or medical treatment after an accident;
- acute poisoning due to sudden and unintentional ingestion of a gas, vapour or substance;
- contamination by the ingestion of germs or allergens through an involuntary fall into water or another substance;
- burning, drowning, suffocation, freezing, sunstroke, exhaustion, starvation, withering and being struck by lightning or other electrical discharge.

Breakdown: a mechanical or technical problem that makes the vehicle unable or unfit to drive.

Policy: The documents showing how you are insured. The policy consists of one or more policy sheets, the corresponding policy conditions and any clause sheet(s).

Residual value: the value of the vehicle immediately after damage. This value is determined by the loss adjuster.

Sanctions list: A list of persons and organisations against whom sanctions have been imposed, drawn up by a country or organisation on the basis of national and international laws and regulations. These include sanctions lists of the

Netherlands, the European Union, the United Nations, the United States, the United Kingdom, Belgium and France, for example.

Sanctions law and regulations: any (inter)national laws and regulations on trade and economic sanctions. Including, for example, a sanctions list.

Total loss: if the repair costs exceed the current value immediately before the damage minus the residual value. It is also a total loss if the repair costs exceed two-thirds of the current value of the vehicle immediately before the damage. Theft and embezzlement are also a form of total loss.

Example of total loss

If the repair costs exceed two-thirds of the truck's current value, we no longer consider it reasonable and responsible to repair the truck. In such a case, therefore, we consider your vrachtwagen a total loss. You will then receive a higher payment. We will clarify this with the example below.

Current market value of vrachtwagen: € 75.000

Damage repair costs: € 55.000

Residual value of truck after the damage: € 10.000

The repair costs (€ 55.000) are higher than two-thirds of the current value (€ 50.000). You will not receive the repair costs (€ 55.000) but the current value (€ 75.000) minus the residual value of the truck after the damage (€ 10.000). You will therefore receive € 75.000 - € 10.000 is € 65.000. However, the excess is deducted from this. The amount of this excess is shown on your policy.

Policyholder/you: the party entering into the insurance agreement with us.

Traffic accident: a traffic accident involving the insured vehicle, e.g. collision, collision or run over incident, fire, lightning strike or going off the road.

Insured: the policy holder, the owner, possessor and keeper of the car. And the persons who with your permission are allowed to drive or ride in the car.

Vehicle: the truck or (coupled) (semi)trailer as stated on your policy. This includes:

- all parts and tools belonging to the standard equipment of the vehicle;
- fuel such as diesel, petrol and ad-blue.
- modifications to the vehicle as indicated by you, such as loading/unloading and work equipment, advertising, accessories and other fitted structures.

Note!

However, the value of all these parts and modifications must be included in the insured value. If they are not, they are not covered.

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 make sure that you read this carefully so that you will not have any unpleasant surprises later on.

1. With whom 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: PO Box 130, 7900 AC, Hoogeveen.

Taking out this insurance entitles you to apply for membership of 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 established outside the Netherlands. Coöperatie TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised intermediary. An authorised intermediary is someone or an organization that may accept insurance on our behalf.

This agreement is governed by Dutch law.

2. What rules apply to the insurance commencement and expiry dates?

2.1. Start, contract term and renewal of insurance

Insurance cover will be provided as of the commencement date stated in your policy.

The policy also shows the contract expiry date and contract term of your insurance. If you do not make new agreements with us before this date, the insurance will be automatically renewed for a period of 12 months.

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 to this.

You can terminate the insurance in writing per policy 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 can terminate the insurance with effect from the policy renewal date. We will notify you in writing two months before the policy 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 fail to inform us, inform us incompletely, or provide us with incorrect information when taking out the insurance or during the term of the insurance policy;
- you have not supplied the correct information in case of a claim;
- your business activities change;
- 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 are 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 case of total loss or sale of the vehicle). It is important that you inform us as soon as possible, but at least within seven days.

We always refund premiums paid in excess. We do not do this in cases of (attempted) fraud or if you intentionally fail to inform us, fail to inform us fully, or provide us with incorrect information.

We can terminate the insurance with immediate effect if:

- you are included on the **sanctions list**;
- you are a legal person, of which a holder of 25% or more of the shares is included on the **sanctions list**;
- you are a legal person and controlled by a (natural or legal) person who is included on the **sanctions list**. Consider here, amongst others, a director and/or a supervisory director;
- **sanctions laws and regulations** prohibit us from executing your insurance.

We may terminate the insurance with two months' notice in the interim if you fail to cooperate, or in our opinion cooperate insufficiently, with:

- establishing the beneficial owner ('UBO') of your legal form. This includes your failure to complete a UBO form or to do so on time;
- establishing whether you or the ultimate beneficial owner of your legal form appears on a Sanctions list.

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 your behalf;
- we will not refund excess or prepaid premiums.

We cannot be obliged to do so as long as the sanctions are in place.

2.4. When can you change the insurance?

You can change the insurance:

- as of the contract expiry date if you have agreed a contract term with us;
- at any time if you have not agreed a contract term with us.

However, you must have communicated this to us at least one month before the change takes effect.

You can take out cover for a (new) vehicle at any time. The cover will take effect on the date as specified by you. However, we must agree to this first. Cover can always be terminated when the vehicle is sold.

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 email 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 must, 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 stated in our notification. If you do not send us a letter or email within the 30-day period, the changes will also apply to you.

3.3. Under 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;
- an adjustment due to 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 email 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 data for the following purposes:

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

When processing your personal data, we comply with the Code of Conduct for the Processing of Personal Data by Insurers (see www.verzekeraars.nl). In addition, we exchange your claims and insurance data with the Central Information System Foundation (CIS). We do this to maintain a responsible policy regarding claims handling and insurance underwriting, and to combat fraud.

If you submit a claim, it will be recorded in the CIS database. The CIS database of the Central Information System Foundation (Stichting CIS) contains all claims submitted to insurers and authorised agents. This registration takes place as soon as you, or someone else, reports a loss or damage for which insurance coverage is requested, even if no payment is ultimately made or if you decide to bear the loss yourself.

The registration is made regardless of who is liable for the loss or damage, whether the loss is covered under your policy conditions, or whether it remains within your deductible.

Insurers use information from the CIS database when assessing an application for insurance and when handling a claim.

If you have any questions, please contact us on +31 528 292530 or by email at specialezaken@tvm.nl.

For more information, please visit www.stichtingcis.nl, where you can also find the privacy regulations of the Central Information System Foundation (Stichting CIS).

Our Privacy Statement can be found [here](#). It also contains further information about privacy and how we process your personal data.

5. What can we do in case of fraud?

In case of fraud, we may report it to the police and:

- 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;
- recover from you any (investigation) costs incurred and/or damage compensated;

- 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 case of complaints?

If you have a complaint then do not hesitate to contact us. If you cannot reach agreement with one of our employees, you can submit your complaint via our [online complaint form](#) form or send an email to klachtenloket@tvm.nl.

Are you not satisfied with our solution? Then submit your complaint to the Dutch courts or, if you are a consumer, small business entrepreneur or freelancer, to the Dutch Institute for Financial Disputes (Kifid), PO Box 93257, 2509 AG THE HAGUE or via www.kifid.nl.

7. What are your obligations?

7.1. What do we expect from you?

We expect you to:

- comply with the rules applicable to this insurance;
- comply with government regulations;
- provide us with correct information when taking out the insurance; We will conclude the insurance policy with you based on this information;
- inform us immediately about changes during the term of the insurance, such as:
 - change of business activities;
 - a business takeover;
 - a change of your address and/or contact details or bank account number;
- notify us if the vehicle remains outside the Netherlands for more than eight consecutive weeks.
- pay your premium and excess on time.

The terms and conditions of the cover you have taken out may contain additional rules and instructions you must comply with. Read these rules carefully, then you will know what we expect of you.

7.2. What if you fail to fulfil the obligations

Your failure to comply with the obligations under this policy may prejudice us. If we are prejudiced by this, we will be entitled to not pay all or part of your claim or stop providing assistance:

- terminate the insurance immediately;
- reimburse us for any payments and/or costs we have incurred.
- not pay all or part of your claim or not provide assistance;
- change the insurance.

8. What must you do if your business activities change or you are involved in a company takeover?

A change in business activities, a company takeover or a company split must be reported to us immediately.

We will inform you whether we will continue to offer the insurance and under which conditions. You will be informed of this 30 days after we have received the information. No cover will be provided for the changed risk until we have issued confirmation of (provisional) cover to you.

9. How do we calculate the premium?

The total annual premium you pay depends on many factors. Of influence are, for example, the type of vehicle, the towing weight, the sum insured and the amount of the excess.

Your insurance may be subject to a no-claim discount. This means that you get a discount on your premium for damage-free driving. Besides a premium with no-claim discount, we also offer the option of a premium without no-claim discount. The policy states what has been agreed with you.

Your insurance may be subject to a no-claim discount. This means that you get a discount on your premium for damage-free driving. Besides a premium with no-claim discount, we also offer the option of a premium without no-claim discount. The policy states what has been agreed with you.

We may annually adjust the premium to be determined in line with price developments. We base this on the household price index figures published by Statistics Netherlands (CBS).

9.1. No-claim discount

The no-claim scheme works as follows:

- At the start of the insurance, we set the rating on the no-claims table and thus the discount.
- Have you driven a year without claims? Then the rating is adjusted upwards according to the no-claims table.
- Did you in any year submit a claim paid for by us? Then the rating will be adjusted downwards in the new insurance year in accordance with the no-claims table.

9.2. No-claim table

Current rating	Discount	The rating after an insurance year without claim	The rating after an insurance year with 1 claim	The rating after an insurance year with 2 claims
Rating 0	0%	Rating 1	Rating 0	Rating 0
Rating 1	15%	Rating 2	Rating 0	Rating 0
Rating 2	30%	Rating 3	Rating 0	Rating 0
Rating 3	45%	Rating 4	Rating 0	Rating 0
Rating 4	60%	Rating 5	Rating 0	Rating 0
Rating 5	65%	Rating 6	Rating 0	Rating 0
Rating 6	66%	Rating 7	Rating 1	Rating 0
Rating 7	67%	Rating 8	Rating 2	Rating 0
Rating 8	68%	Rating 9	Rating 3	Rating 0
Rating 9	69%	Rating 10	Rating 4	Rating 0
Rating 10	70%	Rating 11	Rating 5	Rating 0
Rating 11	71%	Rating 12	Rating 6	Rating 1
Rating 12	72%	Rating 13	Rating 7	Rating 2
Rating 13	73%	Rating 14	Rating 8	Rating 3
Rating 14	74%	Rating 15	Rating 9	Rating 4
Rating 15	75%	Rating 16	Rating 10	Rating 5
Rating 16	75%	Rating 17	Rating 11	Rating 6
Rating 17	75%	Rating 18	Rating 12	Rating 7
Rating 18	75%	Rating 19	Rating 13	Rating 8
Rating 19	75%	Rating 20	Rating 14	Rating 9
Rating 20	75%	Rating 20	Rating 15	Rating 10

With 3 or more claims, the rating in the new insurance year always becomes 0 (i.e. no discount).

Example no-claim discount

Suppose your current rating is 10. In the table, you can see that this corresponds to 70% discount on your premium. If after one year of insurance you have not caused any damage that we have to pay, you will move to rating 11. This corresponds to 71% discount.

If we do have to pay a claim then you go back to rating five. Your premium discount will then be reduced by 5% and will still be 65%.

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

The following claims do not affect your no-claim:

- if the compensation paid by us has been recovered in full;
- damage we cannot recover because agreements have been made about it within the Dutch Association of Insurers. The liability of the other party must then have been established;
- damage you take for your own account and you have repaid to the compensation to us. You must have repaid this to us within one year after the extent of the damage was communicated to you;
- damage that is insured under 'Limited Vehicle' cover;
- claims which we must pay by law, but where the driver of the vehicle cannot be blamed for causing the damage;
- damage to winter maintenance equipment;
- assistance in case of illness or accident.

10. What are the rules for payment of premium and excess?

10.1. Payment of first premium

The insurance commences on the agreed date, when you pay the first premium within 30 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 30 days of the invoice date. This also applies to any excess that we charge you. If you fail to do this, 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.
- Do you eventually pay all outstanding invoices, but not within the required payment period? 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 do not provide assistance or pay for damage if caused during or arising from:

- use other than expressly agreed, such as:
 - (sub)rental;
 - paid passenger transport;
 - giving driving lessons;
 - participating in or training for speed or agility competitions;
 - participating in festive processions.

We define festive processions as events with persons on a trailer, semi-trailer, or cart, and/or where persons walk around the vehicle. Examples include carnival and championship parades, flower and fruit parades, etc. If you are participating in such a parade, contact us to discuss insurance options.

- a driver who was not authorised to drive the vehicle. We define this as a driver who is not authorised to drive or who should not be considered capable of driving;

For example

someone without a valid driving licence or who has been disqualified from driving, or when the driver is under such influence of alcohol, drugs or medicines that he or she should be deemed unable to participate in traffic. This is in any case the case if the legal maximum (permillage/ugl) has been exceeded.

You are also not insured if the driver does not have the indication 'code 95' on his driving licence even though this is compulsory for transport.

- a driver has stolen the vehicle, or knows it has been stolen;
- a driver refuses to cooperate with a breath or urine test or blood test;
- the damage is caused by, or results from:
 - an intentional act or omission;
 - conditional intent;
 - recklessness;
 - or with approval of an insured and/or persons for whom the insured is liable.
- holding a mobile electronic device while driving the vehicle. A mobile electronic device includes, but is not limited to, a mobile phone, tablet computer, or media player;
- there is a case of (attempted) fraud;

It is possible that the above mentioned claims are insured. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

Additionally, we do not provide assistance or pay a claim resulting from:

- nuclear reactions, which we define as any nuclear reaction in which energy is released, including nuclear fusion, nuclear fission or artificial and natural radioactivity;
- acts of war, which we define as:
 - **Armed conflict:** any situation in which states or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict also includes military action conducted by a peacekeeping force of the United Nations.
 - **Civil war:** large-scale armed conflict between groups of inhabitants of the same state.
 - **Insurrection:** organised large-scaled violent resistance within a state, directed against public authority.
 - **Domestic disturbances:** large-scale violent acts occurring in various places within a state.
 - **Riot:** a local, large-scale and violent action by a group of people, directed against public authority of a state.
 - **Mutiny:** a more or less organised movement by members of an armed force, directed against the authority to which they are subject. Authority is understood to mean not only Dutch authority but also authority from the European Union, NATO or the United Nations.
- (bio)chemical, biological or electromagnetic weapons;
- seizure by a Dutch or foreign authority.

We also do not pay a claim or provide assistance:

- regarding goods for which this is not permitted according to national or international regulations;
- if the vehicle remains outside European Union countries for more than eight consecutive weeks;

- if it results from an event that occurred before the effective date of the insurance;
- to persons, companies, authorities and other parties where this is not permitted according to national or international agreements.

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

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

We will not pay a claim if it is already paid under a scheme, law or another insurance policy or if the claim would have been paid if this insurance had not existed with us.

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

We will pay the claim though if the other insurance is accident insurance.

13. When do we recover the paid claim?

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

- the driver drunk more alcohol than permitted by law;
- the driver was under the influence of a stimulant or narcotic substance or medicine. This does not apply if the use is on doctor's orders, unless the driver could have known that the substance or medicine could affect the ability to drive;
- the driver did not have a valid driving licence;
- the driver or insured party caused damage intentionally or through reckless behaviour;
- the insured agreed to the damage occurring;
- someone used the vehicle without your permission. Then we will recover the damage from the person who used the vehicle;
- a person other than an insured is liable. In that case, we will recover the damage compensated from that other person.
- there is no cover for some other reason.

14. How do we deal with multiple excesses?

In case of an event involving your truck and/or any attached (semi)trailer and/or any attached loading/unloading or work equipment, multiple excesses may apply. In that case, only the highest excess applies.

This provision applies only if it is stated in your policy.

Example

Excess cover by

- Third-party Liability Vehicle: € 750
- Comprehensive Vehicle: € 1,250
- Comprehensive Semitrailer: € 1,250

The total excess would normally be € 750 + € 1,250 + € 1,250 = € 3.250. With this arrangement, only the highest amount of € 1,250 applies.

If you use TVM Schadeservice, any discount on the excess will be applied after this calculation.

15. In which countries are you insured?

You are insured in the countries where your International Motor Insurance Card is valid.

If border insurance is compulsory for a country, you must use it. The cover of the frontier insurance takes precedence over the cover of this truck insurance.

16. What must you do in case of damage?

You must report damage to us as soon as possible, within three days at the latest. This can be done in the following ways:

- Internet: www.mijntvm.nl
- Telephone: +31 (0)528 29 27 00
- Email: smd@tvm.nl
- Post: TVM verzekeringen Freepost number 70 7900 VB Hoogeveen

In case of theft, always contact TVM assistance **immediately** by telephone: +31 (0)528 29 29 11. After which, you must send completed claim form to us within seven days of reporting

16.1. Emergency assistance

Do you need immediate assistance? Then call: TVM assistance: +31 (0)528 29 29 11 (available 24 hours a day)

Examples of immediate assistance (depending on your cover) are:

- towage;
- repatriation;
- theft of your vehicle;
- personal assistance in case of illness or accident abroad.

16.2. What must you do in case of damage?

You and/or the insured must:

- immediately contact and report to the police in case of theft, burglary, misappropriation, or loss. We may engage the Insurance Bureau for Vehicle Crime (VbV) to find the vehicle;
- 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;
- send us the original supporting documents at our request;
- send us all documents that relate to the claim as soon as possible.

You and the insured are also not allowed to make any commitments, statements or undertake actions regarding the compensation of damage.

Important:

If you or a insured do not adhere to these rules, we could be prejudiced as a result. For example, if you report a claim too late. Then we are entitled not to pay or only partially pay your claim.

In Article [7.2](#) 'What if you fail to fulfil the obligations?' you can read what other implications this may have for you.

16.3. What do you need to know after reporting a claim?

In that case:

- We can engage counsel if criminal proceedings are instituted against an insured;
- If you make a claim, you automatically authorise us to settle this claim on your behalf;
- We may pay directly to the beneficiary.

16.4. Who determines the claim?

We can engage a loss adjuster to determine your damage. The costs incurred for this are for our account.

If you disagree with the assessment of the loss adjuster then you can engage your own loss adjuster. The costs incurred for this are initially for your own account.

You must have reasonable grounds for engaging your own loss adjuster, meaning that the costs of your loss adjuster must weigh up against the difference that you expect in the assessed value of your claim. For example, the costs of this 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 adjuster exceed the costs of our loss adjuster, we will only compensate these additional costs if they are reasonable.

In case both loss adjusters cannot agree, a third loss adjuster will be appointed by both loss adjusters prior to the substantive examination by the second loss adjuster. If both loss adjusters cannot agree, the appointed third loss adjuster will determine the extent of the damage. This determination is binding on you and on us. The costs of this third loss adjuster will be compensated by us.

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

As long as the insured vehicle is temporarily unavailable due to a road accident, repair or maintenance, the cover you have taken out for the insured vehicle is also valid for an equivalent replacement vehicle. This can be a borrowed or rented vehicle or a spare vehicle from your own fleet. This cover applies for a maximum of 30 days. If the replacement vehicle already has similar cover elsewhere, the cover taken out with us does not apply.

17. How is a claim resulting from acts of terrorism handled?

A claim caused by terrorism is compensated based on the Claims Settlement Protocol and the accompanying Clauses sheet Terrorism Cover of the Dutch Terrorism Risk Reinsurance Company (clausuleblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismedekking (NHT)). This means that if you have suffered damage as a result of an act of terrorism your damage might not be fully compensated.

The complete text of the protocol and the clause sheet is available at nht.verende.nl and on the site www.tvn.nl.

Further information can be found in the Clauses sheet Terrorism Cover. This clause sheet can be found at the bottom of these terms and conditions.

What are you insured for?

This section describes the conditions per cover. Your insurance cover is stated on the policy.

18. Third Party liability (damage to another person)

With this cover, you comply with the rules of the Motor Insurance Liability Act (WAM) to insure your vehicle. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

18.1. What is insured?

You are insured if you are liable for damage caused to others or their property:

- by or with the vehicle or the loading/unloading or working equipment coupled to it;
- by the transport of hazardous substances as referred to in the applicable laws and regulations;
- by winter maintenance equipment. Damage to the winter maintenance equipment itself is also insured for the causes mentioned under the Comprehensive Vehicle cover up to a maximum of €50,000 per event;
- by falling load from the vehicle or by the load/load hoisted or transported with the loading/unloading or work equipment.

You are also insured for damage caused by the vehicle to another vehicle in your fleet or to another vehicle in the fleet of the person using the vehicle with your permission. This provision does not apply if the damage was caused in a building.

18.2. What is not insured?

No cover is provided for:

- damage to the driver or the person operating your vehicle;
- damage caused by an uncoupled (semi)trailer that has come to a safe stop outside traffic.
- damage caused by the transportation of hazardous materials:
 - if the vehicle is not or insufficiently equipped for this type of transport;
 - if the applicable laws and regulations have not been complied with, or have been insufficiently complied with;
- your liability as an employer insofar as that liability is based on Sections 7:611 or 7:658 of the Dutch Civil Code;
- fines, surrender charges and the (legal) costs of criminal proceedings;
- contractual liability;
- damage to the (hoisted) cargo or load;
- damage caused by pile-driving operations using the attached work equipment.
- damage caused with a towed vehicle;
- damage caused to a towed vehicle and the persons therein. Or to the goods that are being transported with the towed vehicle.

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

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How are claims resulting from acts of terrorism settled?' you will find what else is not or not fully insured.

18.3. Excess

For the excess applies:

- The excess is stated on the policy and applies per event.
- An excess of €250 applies for damage to the winter maintenance equipment mounted to the vehicle.

18.4. What is the maximum compensation?

For the maximum compensation, the following applies:

- The maximum compensation is stated on the policy.
- If the law prescribes a higher sum insured, you are insured for that higher amount.
- For the transport of hazardous substances, the amounts mentioned in the Liability for Hazardous Substances and Environmental Pollution (Implementation) Decree (Uitvoeringsbesluit aansprakelijkheid gevaarlijke stoffen en milieuverontreiniging) apply.
- For damage occurring at airports, in areas where aircraft are allowed to enter, compensation will never exceed the applicable statutory minimum amounts.
- Above the sum insured, a maximum deposit of €50,000 will be paid. This only applies if a competent government agency imposes a deposit in connection with a covered criminal case or a traffic accident involving the insured vehicle. Once the deposit is refunded by the government agency, you must repay it to us immediately.
- Also above the sum insured will be compensated:
 - the costs of legal assistance provided by us in criminal proceedings against an insured;
 - the costs of legal assistance for conducting a defence in a civil lawsuit against an insured;
 - statutory interest.
- The maximum compensation for damage to underground property and its consequences is insured up to a maximum of €50,000.
- The maximum compensation for damage to winter maintenance equipment is €50,000.

18.5. What else do you need to know?

The employer is also insured, but only if the employer is liable under Section 6:170(1) Dutch Civil Code.

If the vehicle is leased or financed, the liability of the financier or leasing company in its capacity as (co-)owner of the vehicle is also insured.

Damage to the upholstery of the vehicle as a result of transporting injured persons free of charge is also insured.

19. Assistance in case of illness or accident

If your truck is insured for third-party liability you will automatically have this cover. The purpose of this cover is to provide assistance to the insured (driver) in case of illness or (traffic) accident abroad. The overview below states what is and is not insured.

19.1. What is insured?

In case of illness or a (traffic) accident abroad, assistance is provided by TVM assistance. This must involve an insured leaving his home in his country of residence for a journey abroad. Cover is provided for:

- the costs of transporting sick persons including necessary (medical) accompaniment of the driver to his domicile country. We only compensate transport by ambulance plane if this can save life and/or reduce the risk of permanent disability;
- the additional costs of accommodation and additional travel costs of the return journey by public transport or the means of transport by which the journey was made. This applies to the driver and one travelling companion;
- additional costs for transfer and accommodation for one person if assistance is necessary and the driver is travelling alone;
- shipping costs of medicines and aids. Not compensated are the costs of the medicines themselves, customs costs and any return freight costs;
- in the event of death abroad, we will compensate:
 - the transport costs of the mortal remains to the country of residence or;
 - the costs of a burial or cremation abroad and the costs of bringing over household members and family members. In total, we will never compensate more than what the transport costs of the mortal remains to his country of residence would amount to.
- in case of life-threatening illness, accidents or death of non-travelling relatives in the first or second degree the additional costs of:
 - travel and accommodation while travelling back to the country of residence;
 - having a business replacement come over if this is urgently required;
 - return to the destination abroad, if no business substitute has been deployed.
- the following costs in the event of serious damage to the insured's property:
 - travel and accommodation expenses while returning to the domicile country;
 - travel expenses of a business substitute if urgently required;
 - return to the destination abroad, if no business substitute has been deployed;
- the costs that must be incurred according to the local, competent authorities in searching for and/or rescuing the insured;
- the insured's additional costs for staying abroad in the event of a forced delay (due to natural disasters, strikes or action blockades), if this exceeds the original return date; we will compensate a maximum of €25 per insured per day of delay with a maximum of €500 per journey.
- the necessary telecommunication costs incurred to reach TVM assistance in case of illness or accident.

19.2. What is not insured?

No cover is provided for:

- assistance and costs incurred without the consent of TVM assistance;
- medical costs;
- costs that could be expected to be incurred in advance (such as in the event of an existing illness);
- assistance for persons with a country of residence outside the insurance area of this insurance;
- costs caused by deliberate involvement in a hijacking, strike or act of terrorism.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

19.3. Excess

For the excess applies:

- Compensation for accommodation expenses is reduced by 10% for savings on normal living expenses.
- The allowance is reduced by all other savings and refunds received.

19.4. What to do in the event of an accident or illness?

The following actions are required in case of accident or illness:

- If you need help, contact TVM assistance as soon as possible.
- The driver or other interested party must do everything possible to prevent or reduce damage.
- At our request, the driver must be examined by a doctor appointed by us.
- You must send us the original supporting documents of the request for assistance or payment.
- In the event of death, you must:
 - Contact TVM assistance immediately;
 - allow section on request.

See also Article [16](#) 'What to do in case of damage?'

20. Comprehensive insurance cover (damage to your vehicle)

This section describes the various cover types. Your policy states whether you have any of these types of cover.

20.1. Fire, Theft, Limited Vehicle, Comprehensive Vehicle

20.1.1. What is insured?

This insures you for damage to your vehicle. The table below shows which causes your vehicle is insured against. For all insured causes of loss, cover also applies where the damage is caused by an inherent defect.

Fire

Insured is damage caused by:

- fire;
- explosion;
- implosion;
- self-ignition;
- short circuit;
- lightning strike.

Fire/theft

Insured is damage caused by:

- the causes listed under Fire.
- theft of the vehicle or parts thereof;
- burglary and forced entry;
- joyriding;
- embezzlement or attempted embezzlement.

For the above causes, this also covers damage to the vehicle while driving.

Replacement of vehicle locks if the vehicle keys have been stolen from a properly locked building under force, threat of force or after a burglary.

Limited Vehicle

Insured is damage caused by:

- The causes listed under Fire/theft.
- Collision with birds and stray animals. The damage must have been caused directly by the collision. Consequential damage after the collision with an animal is not insured under Limited Vehicle. For example, if you crash into a tree after the animal collision.
- Colliding with an aircraft or parts thereof.
- Flood, tidal wave, hail, avalanche, earthquake, volcanic eruption, falling rocks, collapse and landslide.
- Breaking or cracking of front, side and rear windows and damage caused by the shards. Where the insured object has also sustained other damage, this cover shall apply only if such damage was caused by an insured event.
- Storm (this is a wind speed of at least 14 metres per second, wind force seven).
- General average. See 'Definitions' for an explanation.
- Damage caused while transporting the vehicle. For example, on a tow truck.
- Vandalism

Comprehensive Vehicle

Insured is damage to your vehicle caused by:

- The causes listed under Limited Vehicle.
- Collision, impact, overturn, going off the road or into water.
- Any other sudden external causes causing damage.

20.1.2. What is not insured?

No cover is provided for:

- damage to the inherent defect itself;
- damage caused by freezing;
- damage to tyres only if no other damage occurred. This does not apply to damage caused by vandalism;
- damage during towing and hauling;
- scrapes, scratches or damage to paintwork caused during transport;
- mechanical damage due to improper use;
- damage caused by depreciation.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

20.1.3. Excess

For the excess applies:

- The excess is stated on your policy. This applies per event.
- If several vehicles insured by you are damaged as a result of one event, we will apply the excess only once in respect of the trucks and only once in respect of the trailers/semi-trailers. This provision applies exclusively to losses resulting from events covered under the Limited Vehicle Cover.
Examples include situations where several trucks and/or trailers or semi-trailers sustain damage simultaneously as a result of a single hailstorm, fire, or act of vandalism.
- No excess applies to:
 - a contribution to General Average;
 - replacement of car papers/toll boxes;
 - replacement of locks after theft of the car key.

20.1.4. Important to know in case of damage

Important for you to know in case of damage:

- We determine the damage within 30 days, after we receive all details.
- You must give us two consecutive working days to record the damage before such repairs are made.
- You may have emergency repairs made up to € 750 without our prior consent.
- In case of theft, we will pay the claim after 30 days from the day you reported the theft to us.
- In case of a total loss, we will pay the compensation after the ownership of the vehicle, including the additional facilities to be compensated by us, has been transferred to us or a party to be appointed by us. In doing so, you must also transfer the car papers (including registration documents or card with code), keys and other electronic means of opening the doors.
- You do not have the right to hand over (abandon) the damaged or stolen vehicle to us.
- You can claim statutory interest from the day you are formally legally entitled to it.

See also Article [16](#) 'What to do in case of damage?'

20.1.5. What is the maximum compensation?

The maximum compensation depends on the following provisions:

- We compensate the repair costs. These costs may not be higher than the current value of the vehicle before damage minus the value after damage.
- In case of a total loss, we will compensate:
 - the first 12 months after the vehicle was delivered new and registered, the new value as stated in your policy. The residual value of the vehicle after damage is deducted from this;
 - after 12 months the current value of the vehicle just before the moment of damage. The residual value of the vehicle after damage is deducted from this.
 - If the vehicle is leased or financed, after 12 months the book value will apply, up to a maximum of 125% of the current value immediately prior to the damage. The book value must be demonstrated by you in accordance with the depreciation schedule agreed upon at the time of entering into the lease or financing agreement. If the determined compensation exceeds the book value, the policyholder is entitled to the difference.

- Compensation will be made up to the sum insured of the vehicle as stated on your policy minus the residual value of the vehicle after damage.

Note

- If the value of an identical vehicle as stated on your policy increases in the first 12 months after purchase, we will compensate up to a maximum of 110% of the sum insured on your policy minus the residual value after damage.
- Even if an undersum insured is specified by you, we will compensate up to a maximum of 110% of the sum insured on your policy minus the residual value after damage.
- In case of theft, the truck must be equipped with an operational anti-theft system, at least standard B2 (Kiwa-SCM). If this is not the case, we also compensate the current value instead of the new value for the first 12 months after the vehicle was delivered new and registered. Furthermore, an additional excess may apply if specified in a clause in the policy.
- If damage from an older date is still present that has not been professionally repaired, this damage will be deducted from the compensation.
- A maximum of €500 applies to permanently installed electronics. If a higher amount was taken into account when determining the insured value of the vehicle, that amount applies as the maximum.
- For fuel, we compensate 50% of the tank capacity. If it can be proved that more fuel was present in the vehicle at the time of the damage, we will also compensate the additional fuel.

20.1.6. What else do you need to know?

What else you need to know:

- Included in the cover are:
 - permanently mounted electronics, such as audio (visual), telephone and/or navigation equipment;
 - car papers and toll boxes;
 - the reasonable costs of preventing imminent damage or minimising damage that has already occurred.
- If it is proven that your vehicle is financed or leased, compensation for the damage will be paid to the finance or leasing company, insofar as they are entitled to it.
- Underinsurance may result in us not compensating your claim in full.
- A charter of the policyholder who uses a (semi)trailer of yours is not an insured. We can therefore recover damage to your (semi)trailer from the charter.

20.2. Towage and repatriation

If your vehicle is insured for fire, fire/theft, limited vehicle or comprehensive vehicle then you will automatically have this cover. With this cover, you are insured for towage and transport of your vehicle after a covered damage. The overview below states what is and is not insured.

If the "Towage and repatriation" cover is separately specified on your policy schedule, cover is always provided for all causes listed under "Comprehensive Cover", regardless of how your vehicle is insured.

Your truck has limited vehicle cover. The optional "Towage and Repatriation" cover has not been taken out. Due to a steering error, the truck comes to a stop against a tree and is unable to continue. Fortunately, there is only bodywork damage. The damage to the truck does not fall under the limited vehicle cover and the towage costs will therefore not be compensated.

If the optional "Recovery and Repatriation" cover had been included in the policy, the towage costs would have been reimbursed.

20.2.1. What is insured within the Netherlands?

If the vehicle, within the Netherlands, can no longer drive due to an event for which the vehicle is insured, we will compensate:

- the reasonable costs of towage and security;
- the costs of transporting the vehicle to an address in the Netherlands.

20.2.2. What is insured abroad?

If, outside the Netherlands, the vehicle can no longer drive due to an event for which the vehicle is insured, we will compensate:

- the costs of towage to the nearest garage.

If emergency repairs locally are not reasonably possible, we will compensate:

- the reasonable costs of security and towage;
- transportation of the vehicle to an address in the Netherlands.

If the truck can no longer drive, but the (semi)trailer can, we will compensate the cost of a replacement truck, if necessary, up to a maximum of the cost of what transport of the (semi)trailer to the Netherlands would have cost.

20.2.3. What is not insured?

No cover is provided for assistance and expenses:

- incurred without our consent;
- if the damage to your vehicle is not insured.
- if the vehicle becomes stuck without collision, impact or rollover;
- if the vehicle comes to a standstill due to breakdown. This is insured if the 'Towage costs after breakdown' cover is on the policy.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

20.2.4. Excess

No excess applies.

20.2.5. What else do you need to know?

Here's what else you need to know:

- Towage and transport of the attached (semi)trailer, the attached and mounted equipment and load are co-insured, even if they are not insured (with us).
- We are entitled to recover the costs of towage and transport from another insurer or owner.
- Savings or sums recovered because the vehicle was unable to complete its normal journey will be deducted from the compensation.

20.3. Towage costs after breakdown

This cover is in addition to Article [20.2](#) 'Berging en repatriëring'. You have this cover if it is stated in your policy.

20.3.1. What is insured?

If your vehicle:

- can no longer drive due to breakdown and
- has 'Comprehensive Vehicle' cover

we will compensate the cost of towage to the nearest dealer or repair shop.

20.3.2. Excess

No excess applies.

20.3.3. What is the maximum compensation?

Assistance and expenses will be compensated even if they exceed the insured sum of the vehicle.

20.3.4. Special details

Further special details are:

- Towage and transport of the coupled (semi) trailer, the attached and mounted equipment and load is co-insured.
- Savings or sums recovered because the vehicle was unable to complete its normal journey will be deducted from the compensation.

21. Additional operating expenses

This cover offers you compensation for each day your vehicle cannot be used due to an event for which damage to your vehicle is insured. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

21.1. What is insured?

Insured is:

- You will receive a daily compensation as long as the vehicle is undergoing technical repairs. This takes into account a reasonable delivery time of replacement parts.
- The reason the vehicle is repaired must be the result of an insured event as mentioned under Article [20.1](#) 'Fire, Theft, Limited Vehicle, Comprehensive Vehicle'.

21.2. What is not insured?

For this, the same applies as what is stated under "What do we not insure?" in Article [20.1.2](#) 'Vehicle (damage to your vehicle)'.

21.3. Excess

In case of a repair time of one or two working days, you will not receive compensation. This is for your own account. This does not apply if repairs take longer than two days or there is a total loss.

21.4. What to do in case of damage?

For this, the same applies as under 'Important to know in case of damage in Article [20.1.4](#) 'Vehicle (damage to your vehicle)'.

21.5. What is the maximum compensation?

The following applies to the maximum compensation:

- The daily compensation is stated on your policy.
- The payment period is a maximum of 30 working days. General holidays, Saturdays and Sundays are not working days.
- If the vehicle can no longer be repaired or if there is theft or misappropriation, you will receive the daily compensation until a similar vehicle can be delivered. This payment period is a maximum of 21 days.
- In case of joyriding, you will receive the compensation for the days when you could not use the vehicle.

22. Theft of luggage

With this cover, you have insurance for loss of personal property of all passengers. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

22.1. What is insured?

Cover is provided for damage to passengers' luggage and/or permanently mounted personal property present in the vehicle due to theft or burglary. Property must be for normal private use. Theft is only insured:

- if the vehicle has been broken into;
- if the vehicle containing the property has been stolen;
- by burglary in the building where the vehicle is parked;
- if physical violence was used or threats were made.

22.2. What is not insured?

No cover is provided for:

- theft of money or other valuable papers;
- Anything not insured according to Article [20](#) 'Vehicle (damage to your vehicle)'.

22.3. Excess

The excess is stated on the policy and applies per event.

22.4. What is compensated?

In case of total loss and theft, we will compensate the new value, but

- for items whose current value is less than 40% of the new value, we will compensate the current value;
- for electronic equipment a standard depreciation of 25% per year applies. For smartphones, depreciation is 35% per year.

We will always compensate at least 20% of the new value.

See also Article [16](#) 'What to do in case of damage?'

22.5. What is the maximum compensation?

The sum insured as stated in the policy. This amount applies to the luggage of all passengers and permanently attached personal property combined.

22.6. Special details

There are situations where we can reclaim (recover) a paid claim, for example when another party is liable for the damage. We will not reclaim compensation paid from the following persons:

- the driver of the vehicle;
- the passengers riding in the vehicle with permission;
- you and the employer.

Note

You must then follow the agreed rules. For this, see Article [7](#) 'What are your obligations?'. If the claim is insured elsewhere, we will also reclaim the paid claim.

23. Passenger accident insurance

With this cover, you have accident insurance for the passengers of the vehicle. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

23.1. What is insured?

Cover is provided for death or permanent disability of the occupants of the insured car as a result of a traffic accident with the insured car.

This insurance also applies for accidents that occur when the car is stopped, getting in and out of the vehicle, refuelling and carrying out emergency repairs or assistance at a traffic accident.

23.2. What is not insured?

No cover is provided for death or permanent disability due to:

- pre-existing disability;
- committing or being involved in a crime;
- the occurrence of a traffic accident due to an insured's illness. If the illness resulted from a previous traffic accident that was insured, cover is provided;
- aggravation of the consequences of the traffic accident due to illness, mental or physical abnormality;
- mental disorders. Cover is provided if these are the result of brain damage caused by the traffic accident;
- disability linked to the exercise of a specific profession.

Also not insured is permanent disability if the occupant is 70 years or older.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

23.3. No right to payment

No entitlement to payment exists if the traffic accident has not been reported within three years of the event.

23.4. Excess

No excess applies.

23.5. What to do in the event of a traffic accident?

We expect from you:

- In case of death, you must inform us immediately and allow an autopsy at our request.
- In case of disability, you must inform us as soon as possible and cooperate with a medical examination and medical treatment.

See also Article [16](#) 'What to do in case of damage?'

23.6. What is the maximum compensation?

The following applies to the maximum compensation:

- The sum insured as stated in the policy.
- This amount applies to a maximum of three insured persons. If there are more passengers, the payment for each occupant will be reduced in proportion to the actual number of passengers.

23.7. Special details

Further special details are:

- In case of death due to a traffic accident, we will pay the sum insured. What if the insured dies within a year of the traffic accident? Then the amounts already paid for permanent disability for this same traffic accident will be deducted from the payment.
- In case of permanent disability, you will be reimbursed a percentage of the sum insured. You can see how high this percentage is in Article [23.8](#).

- In case of permanent disability not mentioned in Article [23.8](#), a percentage of the sum insured is paid out equal to the percentage of permanent disability. This percentage is determined by our medical advisor according to the standards laid down in the latest edition of the A.M.A. Guide and, where possible, calculated as a total percentage of the upper extremity (arm to shoulder joint) and/or the lower extremity (leg up to the hip joint).
- The insured's occupation is not taken into account when determining permanent disability.
- We determine the degree of permanent disability as soon as the condition is stable (i.e. will no longer improve or deteriorate).
- Is the percentage of permanent disability not yet determinable because it can still change? Then we may reasonably postpone the decision on the amount of the payment.
- As soon as we have all the data and there is a final medical condition, we will determine the amount of the payment and communicate it to you.
- If pre-existing conditions and/or disabilities increase the consequences of a road traffic accident, we will not pay out more than if the insured were fully able-bodied and healthy.
- The payment is made to the person who suffered the road accident.
- In case of death, the payment will be made to:
 - your spouse if you are married at the time of death;
 - your partner, as stated in the notarised cohabitation contract or registered partnership, with whom you are cohabiting unmarried at the time of death.
- If you do not have a spouse or partner at the time of death, the payment will be made to your legal heirs. If you also have no legal heirs, no payment is made.

23.8. Payment percentages in the event of permanent disability

In case of non-full disability, you will receive a percentage of the amount you have insured for. You can read the percentages in the table below.

In case of complete (functional) loss of:	Percentage of insured amount
Both eyes	100%
One eye	30%
If full payment is made from this insurance for one eye, the other eye	70%
Hearing in both ears	50%
Hearing in one ear	20%
If full payment is made from this insurance for one ear, the other ear	30%
Smell and/or taste	10%
Arm up to the shoulder joint	75%
Arm up to the elbow joint	67,5%
Elbow joint	60%
Hand	60%
Thumb	25%
Index finger	15%
Middle finger	12%
Ring finger or little finger	10%
Leg up to the hip joint	70%
Leg up to the knee joint	60%
Foot up to the ankle joint	50%
Big toe	5%
Other toe	3%

You will receive a maximum of 100% of the sum insured.

Can you still use part of a body part? Then you will receive part of the percentage. Can you not use more than one finger of the hand? Then you will not receive more than in case of (functional) loss of the entire hand.

23.9. Do you have a dispute with us about the amount of or entitlement to payment?

If so, a committee of three doctors will be appointed. One doctor will be appointed by you and one by us. Then these two must choose a third doctor before starting the examination. If the first two disagree, the third doctor will decide. Everyone must abide by this decision.

23.10. When do we pay compensation?

We will make a payment for permanent disability within three years of the traffic accident. We make the payment earlier if it can be established that the health situation will no longer change.

Does the insured die within one year after the traffic accident and is the death not the result of the traffic accident? If we have not already made a payment for permanent disability, we will no longer make this payment.

Does the insured die later than one year after the traffic accident and is the death not the result of the traffic accident? If we have not yet made a payment for permanent disability, we will do so now. We will pay on a disability basis as if the insured had remained alive.

Has no permanent disability been established after one year? Then at the time of payment (after the first year) the amount will be increased by 3% per year.

24. Passenger damage

With this cover, you have insurance that compensates the damage to the passengers of the vehicle due to a traffic accident. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

24.1. What is insured?

Cover is provided for the passengers of the vehicle who suffer damage as a result of a road accident. This applies to:

- loss resulting from injury or death;
- damage to (private) property.

The term "traffic accidents" also includes injury or damage arising:

- while entering and leaving the vehicle;
- while refuelling;
- if necessary operations, checks or repairs to the vehicle have to be carried out during the journey;
- if first aid is provided outside the vehicle in the event of a road accident.

24.2. What is not insured?

Cover is not provided for damage:

- For which someone else is liable.
- which is insured under the compulsory Motor Insurance Liability Act or similar foreign insurance.
- which is not a direct consequence of taking part in traffic.

We define damage that is not a direct result of taking part in traffic as, for example, damage caused while the vehicle was not being driven, damage caused by falling off a loading/unloading ramp during loading and unloading or damage caused while the vehicle was being cleaned or de-iced.

Also, no cover is provided for emotional damage.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

24.3. Excess

The excess is stated on the policy and applies per event. This only applies to damage to property.

24.4. In case of damage

In case of injury or death, compensation will be determined on the basis of the relevant articles in the Dutch Civil Code. If the insured lives outside the Netherlands, the damage will be assessed according to the law of that country.

24.5. What is the maximum compensation?

When determining the maximum compensation, we take into account:

- The maximum compensation is stated on the policy.
- No more than twice the maximum compensation will ever be paid per insurance year.
- If the total costs of environmental damage are higher than the maximum amount that can be paid out, Then we reduce the compensation per person. We do this proportionally.
- Was the passenger not wearing a seat belt? Then we will compensate a maximum of 75% of the damage amount.
- If the insured is a self-employed person, the compensation for damage due to loss of work capacity (per day) is maximised to 30% of the maximum daily wage under the Invalidity Insurance Act (WAO)/Work and Income (Capacity for Work) Act (WIA). In total, compensation will never exceed 30% of the loss of working capacity.
- For damage to property, the repair costs will be compensated up to a maximum of the current value. If repair is not possible, we will compensate the current value.

- If the insured uses the services of a lawyer, we will reimburse these costs up to a maximum of the amounts mentioned in the most recent BKB scheme of the Dutch Association of Insurers.
A legal representative means a person appointed by you to act on your behalf in pursuing your interests as a potential claimant under this policy. This does not include an expert engaged by you to determine the extent of the loss or damage.

24.6. Special details

Only persons directly involved in the traffic accident can receive payments. In case of death, spouse or partner can also get a payment. If you do not have one, the payment will be made to your legal heirs; If there are none, no payment is made.

25. Legal assistance

With this cover, you get legal assistance if you are involved in a collision. You are also entitled to legal assistance if you have a dispute over purchase or maintenance of the vehicle. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

25.1. Terms used

Legal assistance: representing your legal interests.

Dispute: a dispute in which parties have strong differences of opinion.

Expert: a recognised expert in the area concerned, who presents a report of findings before a case is handled.

TVM rechtshulp: the organisation to which TVM verzekeringen N.V. has outsourced the handling of legal assistance.

Case: a dispute in respect of which you have requested legal assistance. We also define a case as the event or interrelated events by which the dispute arose.

25.2. What is insured?

Cover is provided for legal assistance arising from:

- participation in traffic with the vehicle. This includes:
 - the recovery of damage caused to the vehicle while parked.
 - prosecution for 'death by fault' or 'injury by fault'.
- recovering vehicle damage, even when the cause is unrelated to participation in road traffic.
- maintenance of the vehicle within the Netherlands.
- a dispute concerning the repair and towing of the vehicle.
- a dispute concerning the purchase of a new vehicle or second-hand vehicle if purchased from a dealer based in the Netherlands with a written warranty.
- the use of loading/unloading and work equipment.

25.3. What is not insured?

Cover is provided for legal assistance:

- If, according to TVM rechtshulp, there is no reasonable chance of success. In that case, you are entitled to one-off advice;
- if you incur costs for legal assistance without permission from TVM rechtshulp;
- for disputes concerning the operation of the vehicle, such as loss of turnover, rental, transport, lessons and advertising.
- for the recovery of wage loss and any reintegration costs incurred;
- for disputes known to you at the time of taking out the insurance or disputes that you can expect to arise at the time of taking out the insurance;
- if someone demands compensation from you for damage you allegedly caused;
- for disputes related to road rage;
- if the dispute is about taxes;
- for collection of claims under contract;
- for disputes with the government, such as fines, penalties, subsidies and import duties;
- during the time you are in bankruptcy or when the court allows you to delay your payments (i.e. suspension of payments);
- where there is a criminal case but a summons has not yet been issued;
- if you have knowingly broken the law;

- if there is a criminal case and you are suspected of criminal offences.
 - The reasonably incurred costs of legal assistance you have had to incur in the period from the summons will retrospectively be compensated if:
 - you are completely acquitted;
 - you are discharged from further prosecution;
 - the case is dismissed;
 - there is an absence of fault.
 - You must report this to TVM rechtshulp within one month of the court ruling becoming final or the public prosecutor's notification. If you are convicted, these costs will not be compensated.
- What is insured is if you are suspected of criminal offences in a criminal case in the case of death/injury through negligence and/or failure to stop after a collision;
- for disputes involving the surrender of a driving licence. If the driver is acquitted then the reasonable costs of legal assistance will still be compensated;
- if a dispute between you and TVM rechtshulp concerns the interpretation and/or implementation of this legal assistance insurance. If you are proved right in an irrevocable judgement then the reasonable costs of legal assistance will as yet to be compensated.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [17](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

25.4. Excess

For the excess applies:

- There is no excess for recovery of damage arising in traffic and for assistance in criminal cases.
- 10% of lawyer's fees in other cases

25.5. What should you do to get legal assistance?

To get legal assistance, you must contact us as soon as possible.

Legal assistance is provided by:

- TVM rechtshulp B.V.
- Postal address: PO Box 130, 7900 AC, Hogeveen.
- Office address: Van Limburg Stirumstraat 250, Hogeveen.
- Telephone number: +31 (0)528 29 25 55.

You authorise TVM rechtshulp to take any action necessary on your behalf.

25.6. What is the maximum compensation per claim?

Costs of legal assistance by legal staff employed by TVM rechtshulp will be compensation in full.

Compensation amounts to a maximum of €50,000 per case. This includes:

- the costs of engaging experts (including lawyers), litigation costs and witness costs that you have to pay from the court and the costs of enforcing the court ruling;
- necessary travel and accommodation expenses if you have to appear before a foreign court.

If there is cover for a truck and a (semi)trailer, the maximum reimbursement for this jointly only applies once.

25.7. How do we deal with a conflict of interest?

A conflict of interest exists if two or more parties in the same dispute are entitled to by TVM rechtshulp. In that case, the following rules apply:

- If it concerns a dispute between you and one of the co-insureds on this insurance, only the policyholder is entitled to legal assistance by TVM rechtshulp.
- If it concerns a dispute between two co-insureds on this insurance, only the co-insured designated by the policyholder is entitled to legal assistance by TVM rechtshulp.
- If it concerns a dispute between two insureds on two different insurance policies with us, you are entitled to legal assistance from a lawyer of your choice.

25.8. Special details

Further special details include:

- You may not engage in the handling of your dispute without the permission of TVM rechtshulp.
- TVM rechtshulp provides the legal assistance itself, but May decide to delegate the handling to a lawyer. The lawyer must practice in the country in which the case will be heard.
- You can choose the lawyer to whom we assign the handling, if:
 - we assign the lawyer to represent your interests in judicial or administrative proceedings;
 - the opposite party also has legal assistance insurance and we are responsible for providing legal assistance.
- Do you want to change lawyers during the handling of your conflict? Then these costs will only be eligible for reimbursement after permission from TVM rechtshulp.
- If we are of the opinion that engaging an expert is necessary, we will engage one on your behalf. This could, for example, be a loss adjuster for making a survey report.
- We cannot be held liable for damage caused by the work of external lawyers or experts.
- Is there an ongoing dispute between you and TVM rechtshulp about how legal assistance should be provided?
 - you may present the case to an independent lawyer of your own choice.
 - We will pay the related costs and will handle your case further in the way advised by your lawyer.
 - Is TVM rechtshulp not allowed or able to pursue the case itself? Then you must ask another lawyer to continue the proceedings. This other lawyer must not be employed at the same law firm as the lawyer who assessed the dispute.
 - If a ruling goes against you, you may proceed with the action under your own name. You will then do this at your own expense.
 - If you eventually win the case, we will compensate you up to the maximum sum insured.
- Has another person caused you damage? And is it likely that he or she is unable to compensate you for this damage? Then TVM legal aid will pay this damage to you, up to a maximum of €1,250. It must then be established that you are entitled to this compensation. It must also be certain that you cannot be compensated for the damage in any other way.
- We only handle disputes involving an interest of more than €125. This minimum interest does not apply to traffic and criminal cases.
- TVM rechtshulp may terminate and buy off the handling of a case if the importance of the case does not outweigh the costs of legal assistance that must be incurred. You will then be entitled to compensation of an amount equal to the importance of the case.
- TVM rechtshulp will advance costs related to the handling of the dispute. These may include extrajudicial costs, litigation costs and deductible VAT. If you are compensated for these costs, for example because the court so decides, you will reimburse these costs to TVM rechtshulp.
- Are any bills eligible for compensation during the handling of your dispute and can you offset the VAT on these? Then we will not compensate this VAT.
- Is it unclear whether there really is a legal problem? Then you must have an expert report drawn up. This must include the cause, perpetrator and consequences of the damage. If this report shows that there is a legal problem, TVM rechtshulp will handle the case.

Clauses Sheet Terrorism Cover

1. Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1. Terrorism

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2. Malevolent contamination

The spreading (whether active or not) – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.3. Precautionary measures

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

1.4. Dutch Terrorism Risk Reinsurance Company (NHT)

A reinsurance company incorporated by the Association of Insurers in the Netherlands, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

1.5. Insurance contracts

- a. Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- b. Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6. Insurers authorised in the Netherlands

Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

2. Limitation of the cover for the terrorism risk

2.1. If and insofar as, subject tot the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,

- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

- 2.2. The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.
- 2.3. Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
 - loss of or damage to immovable property and/or the contents thereof;
 - consequential loss due to loss of or damage to immovable property and/or the contents thereof,

shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.

For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.

For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24)(b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

3. Payment Protocol NHT

- 3.1. The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.
- 3.2. The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.
- 3.3. Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.
- 3.4. The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

