



Work equipment insurance

Policy conditions

WMP01012027GB

TRANSLATION:

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



Introduction

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

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

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

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

We will send you a policy 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.tvn.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.

Driver: the person driving or operating the insured object.

Current value: the amount needed to buy an similar vehicle or parts, of the same make, type, age and/or operating hours. 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 insured object, such as through wear and tear, construction-, material- or manufacturing errors.

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: 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: the event or connected events whereby damage or liability arises.

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).

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 minus the proceeds from selling off usable parts and scrap exceed the value of the object immediately before it is damaged in an incident, it is considered a total loss. Theft and embezzlement are also forms of total loss.

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

Traffic accident: a traffic accident with the insured object, for instance a collision, crash, running over, fire, lightning strike and running off the road.

Insured object: the object (work equipment) specified on your policy, including fittings and ancillary tools.

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.

Insured value: The value of the insured object as stated in the policy. The insured value equals the insured object's value as appraised by you and us.

We/ourselves/us: TVM verzekeringen N.V.

General Conditions

The conditions that are applicable on the entire insurance are set down in this chapter. Thus 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.tvn.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.

You are not entitled to receive compensation for damage resulting from an event that occurs before the policy commencement date.

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 the event of total loss or sale of the insured object). 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.

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](#) 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 insured object 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.
- do not or only partially pay your damage;
- increase the premium;

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?

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

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).

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 provide no assistance and pay no claims if the related damage is caused during or as a result of:

- other use than is explicitly agreed, such as:
 - paid transport of persons;
 - giving driving lessons;
 - participating in speed and contests of skill and training for this;
 - 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 insured object or operate the insured object. We define this as a driver who is not authorised to drive or who should not be considered capable of driving;

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.

- a driver has stolen the insured object, 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 .

- 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;
- piledriving work;
- demolition work;
- 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 insured object remains outside European Union countries for more than eight consecutive weeks;
- if the aim is to cause damage through the use of computers and software;
- 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 insured object without your permission. Then we will recover the damage from the person who used the insured object;
- 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. 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 work equipment insurance.

15. 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

15.1. 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 insured object;
- 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.

15.2. 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.

15.3. 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. 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 (clauseblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (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 does your insurance cover?

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

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. The overview below states what is and is not insured.

17.1. What is insured?

You are insured if you are held liable for:

- damage suffered by third parties or their goods caused by or with the insured object. Is the insured object a trailer? The damage suffered by third parties or their goods is insured if the trailer is connected to or disconnected from a towing vehicle, but not if it safely at a standstill off a public road. Damage caused by disconnected trailers that have been safely brought to a standstill out of traffic is insured to a maximum of €125,000 per incident. This only applies if no preceding insurance exists;
- damage suffered by third parties or their goods caused by a falling load/cargo;
- damage to third parties caused by the transportation of hazardous substances as defined in the applicable laws and regulations.

You are also insured if you cause damage with the insured object to your own property. However, the maximum compensation in this respect is €125,000 per incident. This cover applies solely if the property is not covered by any other insurance. Any excess on said other insurance will not be compensated.

17.2. What is not insured?

You are not insured for:

- damage to the driver or the person operating your insured object;
- 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;
- damage caused by the transportation of hazardous materials:
 - if the insured object 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;
- contractual liability;
- damage to the cargo that was transported or hoisted by the insured object;
- damage to property of others that you use or that has been entrusted to your care (in your custody). This does not apply to property that you rent, lease, or borrow;
- 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 [16](#) 'How are claims resulting from acts of terrorism settled?' you will find what else is not or not fully insured.

17.3. Excess

The excess is stated on your policy schedule.

Attention

See Articles [14](#) 'In which countries are you insured?' and [17.6](#) 'Excess in case of damage to underground goods'.

17.4. 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.
- For the following types of damage, a different maximum compensation applies:
 - damage to the property of the policyholder € 125,000
 - damage caused by a trailer if it is manually pushed to a parking lane or if safely brought to a standstill outside of traffic € 125,000
 - damage to underground installations, including consequential damage € 250,000

Special rules do, however, apply to underground installations. See Article [17.6](#) 'Excess in case of damage to underground goods'

- The maximum security deposit demand that can be paid above the insured sum is €50,000, but only if it is imposed by a competent government authority in connection with an insured criminal action or a traffic accident involving the insured object. As soon as the deposit is refunded by the respective government authority, you must pay us back as quickly as possible at our first request.
- 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.

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

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.

17.6. Excess in case of damage to underground goods

17.6.1. Used terms

Underground installations: underwater mains, cables, drains, pipes, etc. installed underground or beneath the surface of open water.

17.6.2. For damage to underground goods applies:

- An excess of 10% of the damage with a minimum of €1,000 and a maximum of €5,000;

- The excess amounts to €1,000 if due care is taken when carrying out work. Due care is understood to mean that you have in any case arranged the following:
 - An information request concerning the underground installations has been submitted to the KLIC (Cable and Pipeline Information Centre). Is the KLIC unable or not permitted to provide the information? The information must be requested from the cable/pipeline owner.
 - Pipelines must be manually localised and excavated to expose them. A manually excavated trial trench twenty metres long is compulsory if a cable has to be exposed over a long distance. In this respect, a worker must manually dig ahead of an excavating machine.
 - If a cable cannot be located, (demonstrable) permission must be obtained from the cable/pipeline owner before working with a machine.
 - With regard to work beneath the surface of open water (dredging, etc.), the locations of cables and/pipelines must be verified with the cable/pipeline owner. Working with machines immediately above a cable or pipeline is not permitted. A minimum distance of one metre must be maintained.

Is the work subcontracted to you? Before starting, you must obtain **demonstrable assurances** from the client/tenant/main contractor that the above obligations have been met.

18. Comprehensive insurance cover (damage to your work equipment)

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

18.1. Fire, Fire and Theft, Restricted comprehensive, Full comprehensive

18.1.1. 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 insured object or parts thereof;
- burglary and forced entry;
- joyriding;
- embezzlement or attempted embezzlement.

Restricted comprehensive

- the causes listed under Fire/theft
- (collision) damage to the insured object due to collision, impact, overturning, coming off the road or into water.
- any other sudden external causes causing damage.

Please note

For this cover, the insured object must not be older than 8 years. If the insured object has reached this age, we have the right to change the cover.

Full comprehensive

Insured is damage:

- as listed under Restricted comprehensive;
- to the inherent defect itself.

Please note

For this cover, the insured object must not be older than 5 years. If the insured object has reached this age, we have the right to change the cover.

18.1.2. What is not insured?

The following is not insured:

- damage to the inherent defect itself. This does not apply if you have Comprehensive cover;
- damage caused by freezing temperatures;
- damage to only tires if no further damage occurred. This does not apply to damage caused by vandalism;

- worn parts (by wear and tear; a gradual decline in strength and usability due to use and exposure) and the replacement thereof;
- damage due to inadequate care or maintenance;
- damage due to failing to carry out repairs or faulty repair work;
- claim arising through decreasing in value.

In Article [11](#) 'What is not insured', Article [12](#) 'Is the loss also insured under another insurance' and Article [16](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

18.1.3. Excess

For the excess applies:

- The excess is stated on your policy. This applies per event.
- No excess applies for total loss.

18.1.4. Important to know in case of damage

Important for you to know in case of damage:

- We determine the damage within six weeks, 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.
- We will base the insured value on the market value immediately before the damage occurred.
- You do not have the right to hand over (abandon) the damaged or stolen insured object to us.
- You can claim statutory interest from the day you are formally legally entitled to it.
- In the event of theft or embezzlement, we will pay you the compensation to which you are entitled after you have transferred your rights to the insured object to us. By doing this, you grant us an irrevocable power of attorney to reclaim the insured object.

See also Article [15](#) 'What to do in case of damage?'

18.1.5. What is the maximum compensation?

The maximum compensation depends on the following provisions:

- The insured value as stated in the policy. This includes any subsidy amounts for zero emission objects, if such were specified by you.
- We will reimburse the repair costs up to a maximum of the current value of the insured object prior to the damage, minus the residual value of the insured object after the damage.
- In case of total loss, the compensation will be equal to the insured value of the object before the damage, less its residual value after the damage. If the insured object is older than 8 years, we will reimburse the current value of the insured object immediately prior to the damage, minus the residual value of the insured object after the damage.
- If worn components are replaced with new ones during the repair, we reserve the right to apply a reasonable deduction from the compensation, as you are receiving new parts.
- If damage from a previous date is still present that has not been competently repaired, said damage will also be deducted from the compensation.
- In addition to the insured value of the insured object, compensation of up to an additional amount equal to the insured value of the insured object will be compensated for:
 - Cleanup costs, if required by law or under a contractual agreement.
 - Recovery: the costs of recovery, safeguarding, and transportation to the nearest repair facility, provided the insured object is unable to reach it under its own power.
 - Recovery and assistance fees, if such fees have been determined by a court or approved by us.
 - General average contribution: a share in the expenses incurred during an emergency situation in maritime transport.

18.1.6. What else do you need to know?

What else you need to know:

- The charging cable of the insured object is also covered. Also during charging.

- Leased batteries and mobile chargers are also covered if you declared the value of these items and these are included in the value of the insured object on your policy.
- Theft of the mobile charger is only insured after demonstrable traces of forced entry to the insured object.
- In establishing the compensation of the charging cable, leased batteries and mobile chargers, we base our calculations on the current market value. The residual value is deducted from said value.
- If you have indicated that your insured object is financed or leased and we have noted this on the policy, compensation for damage will be made to the financier or leasing company stated on the policy.
- Always provide the correct insured amount of the insured object including all modifications to the vehicle so that you are not underinsured. Underinsurance may result in us not compensating your claim in full.

19. Passenger injury

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

19.1. Terminology

Occupants/riders: The driver and anyone who is riding in or on the insured object.

19.2. Who are insured

Persons inside/on the insured object.

19.3. What is insured?

Insured is damage as a result of a traffic accident, driving in buildings and/or on premises closed to third parties with the insured object. This applies for:

- a claim as result of injury or death;
- damage to personal belongings.

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 insured object have to be carried out during the journey;
- if first aid is provided outside the insured object in the event of a road accident.

19.4. 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 a traffic accident or driving inside buildings and/or on land closed to third parties with the insured object.

We define damage that is not a direct result of driving with the insured object as, for example, tripping over the handles of a forklift truck while it is stationary.

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 [16](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

19.5. Excess

The excess is stated on your policy.

19.6. 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.

19.7. 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.

- 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.

19.8. Special details

Only persons who are directly involved with the traffic accident can be compensated. In case of death, also the surviving relatives

20. 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 insured object. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

20.1. 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.

20.2. What is insured?

Cover is provided for legal assistance arising from:

- participation in traffic with the insured object, possibly with a coupled trailer or semi-trailer. This includes:
 - the recovery of damage caused to the insured object 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 insured object within the Netherlands.
- a dispute concerning the repair and towing of the insured object.
- a dispute concerning the purchase of a new insured object or second-hand insured object if purchased from a dealer based in the Netherlands with a written warranty.

20.3. 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 insured object, 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 [16](#) 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.

20.4. 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

20.5. 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.

20.6. 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.

20.7. 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.

20.8. 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.

