

Private Package Online Car Insurance

Additional Terms and Conditions Version 6.0

Information for the insured

Important

The Additional Terms and Conditions Car Insurance form an integral part of the General Terms and Conditions of the Private Package Online. The General Terms and Conditions apply to the whole package.

These Additional Terms and Conditions apply for your Car insurance in particular or for the supplementary policies that you have taken out.

The policy schedule states which insurance policies you have taken out. If special conditions apply, these are specified on the policy schedule.

Who we are...

Geert Bouwmeester was only 22 years old when in 1924 he started his own company. A small space was converted into an office. The first policies were distributed by bike, a traditional Dutch mode of transport. Since then our company has gone through exponential growth and therefore a lot has changed. Despite our present size we are still an independent family business that has kept its entrepreneurial spirit.

Insurances for entrepreneurs

Our focus is on supplying insurance solutions for entrepreneurs. Men and women who work hard at achieving success for their companies, who seek security and convenience. And who are looking for good and practical insurance solutions for each phase of their entrepreneurship.

Independent advisors

Our society is becoming more and more complex. Both individuals and entrepreneurs have the need for advice given by third parties who know their specific requirements and can advise them accordingly. Therefore, we work closely with independent brokers, who like no other are capable of providing the right customized solution.

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List of definitions **48**

If you see a word underlined in the conditions, you will find it explained in the list of definitions. The first time the word is found in the text, it is underlined.

Article 1

General

You decide how to insure your car. You choose between the components within the car insurance. You can further extend the car insurance by selecting one or more supplementary insurance policies.

1.1 Which car insurance suits you?

Our car insurance consists of several components. You will assemble your car insurance by selecting those components that suit you and your car best:

- The component Third-party Liability (WA) is mandatory. If you cause damage to another person with your car and you are liable for that damage, then we pay the damage.
- You may opt to take out insurance for damage to your car with limited cover (Limited cover body work) or full cover (Full cover body work) or to not cover this damage.
- Furthermore, it is optional to take out insurance for additional accessories (see article 2.2.4 Accessories package). You may also take out insurance for your trailer (see article 2.2.5 Trailer). Finally, it is possible to take out insurance for the loss of discount for claim-free driving (see article 2.2.6 Bonus protection).

1.2 Which supplementary insurances are available?

Your car insurance may be supplemented with the following insurance policies:

- Accident Insurance for occupants.
- Traffic collision insurance.
- Legal expenses car insurance.

More information on these insurance policies can be found in the Terms and Conditions.

1.3 How do you know what is covered?

The policy schedule provides information on the insurance policies you have taken out and the insured amounts. Of course, you may also contact your insurance advisor to obtain this information.

Article 2

The Car insurance

2.1 General part car insurance

Your car insurance offers extensive security. Below you find all the necessary information. However, we do not cover all damage. This general part lists the exclusions that apply. And the exceptions we make in this respect. Furthermore, you are informed how we determine the premium and when the insurance ends. You will also find important instructions and rules to notify and settle a claim.

2.1.1 What will not be paid?

We provide extensive coverage. Yet, we do not cover everything. The following general exclusions apply for all components of the car insurance.

We do not pay damage:

- a. When it is apparent from the law that we do not have to pay;
- b. When you failed to inform us of important changes (see, among other things, the cases mentioned in article 2.1.6);
- c. That is caused by or related to nuclear reactions or acts of war or wilful damage;
- d. That arises during a speed competition, speed test or driving on a circuit;
- e. That arises during skid testing, slip and skid control courses or driving proficiency courses;
- f. That arises during regularity rallies and skill drives taking place partly or fully abroad;
- g. That arises during renting out, using the car as a taxi or driving school car or for any other purposes not reported to us and/or not permitted by law;
- h. That arises while the driver or passenger was not authorised to use your car;
- i. That arises while the driver was not entitled to drive the car (for instance, because the driver does not have a legally prescribed valid driving license under Dutch law, is disqualified from driving or the driving license has been withdrawn);
- j. That arises while the driver is unable to drive safely or is not allowed to drive the car because he is under the influence of alcohol, or has used a stimulating or intoxicating substance or medicines. We also do not pay if the driver refuses to cooperate in taking a breath, urine or blood test;
- k. That arises with your permission;
- l. That is caused intentionally by an insured person;
- m. If the car has been seized or confiscated.

2.1.2 When do we make an exception?

You may make a claim under the insurance in circumstances outside your control.

Are you able to demonstrate that the circumstances occurred without any knowledge on your part or against your will? And you cannot reasonably be reproached in this matter? Then the exceptions in article 2.1.1 under h up to and including j do not apply to you.

2.1.3 *In which countries does the insurance apply?*

The insurance applies in the countries mentioned, and not crossed out, on your International Motor Insurance Certificate ('green card').

2.1.4 *Temporary replacement*

A similar car within the same price category, which temporarily replaces the insured car when it is being serviced, repaired or during its statutory periodic inspection, will also be covered during the time of replacement. This does not apply if this courtesy car is an insured person's car. The courtesy car will be insured under the same conditions as those that apply to your car. This cover does not apply if another insurance policy provides cover or would provide cover for this courtesy car, if this insurance did not exist. This insurance only provides cover that exceeds the cover you are entitled to or would be entitled to under this other insurance, if this insurance did not exist.

2.1.5 *How do we determine the premium?*

How do we calculate the premium?

For the following components of the car insurance the premium is related to the number of years you have been driving claim-free:

- Third-party liability;
- Limited cover body work;
- Full cover body work.

How is the discount or surcharge calculated?

To calculate your discount or surcharge we apply the following rules:

- If you already have claim-free years, we use the number of years that we request from Roy-data. This is a central database where all insurers transfer information on the claim-free years of their insured.
- Upon the commencement of your insurance policy, you will receive a number of entry levels.
- For every year without a claim you will move one level up. The premium discount can increase to a maximum of 80%.
- Four or more claims in one policy year will always result in a drop to level 1.
- Did a loss or damage occur in one year and we made a payment that we were unable to recover from a third party? The table below indicates the level that will apply.
- You can also pay the loss or damage yourself. You are allowed to do so until 12 months after we informed you about the claim settlement. If we had adjusted your level, we will correct it.
- You may opt for Bonus Protection. You can find more information under 2.2.6. If you have Bonus Protection, the first loss or damage in a year does not affect your premium.
- We keep track of the claim-free years you have accrued. If you terminate the car insurance, the number of claim-free years accrued can be transferred to another insurer.

Indexation

Each year we adjust your premium based on the change in the index of consumer prices. This is the index of consumer prices for all households published by Statistics Netherlands (CBS, Centraal Bureau voor de Statistiek).

What are levels within the bonus-malus discount system?

The bonus-malus table shows the discount per level. And the influence of a claim on your level.

Level

Level	Discount percentage	After one policy year				
		Without a claim to level	With one claim to level	With two claims to level to level	With three claims to level	With four or more claims to level
21	80	21	16	11	6	1
20	80	21	15	10	5	1
19	80	20	14	9	4	1
18	79	19	13	8	3	1
17	78	18	12	7	2	1
16	77	17	11	6	1	1
15	76	16	10	5	1	1
14	75	15	9	4	1	1
13	72.5	14	8	3	1	1
12	70	13	7	2	1	1
11	65	12	6	1	1	1
10	60	11	5	1	1	1
9	55	10	4	1	1	1
8	50	9	3	1	1	1
7	45	8	2	1	1	1
6	40	7	1	1	1	1
5	35	6	1	1	1	1
4	25	5	1	1	1	1
3	15	4	1	1	1	1
2	5	3	1	1	1	1
1	-25	2	1	1	1	1

Which type of damage does not influence your level?

The following damage does not influence your level:

- Damage mentioned under Limited cover body work in article 2.2.2.
- Damage mentioned under Full cover body work in article 2.2.3 under the heading ‘What is covered’ under a. (fire, storm, natural disasters etc.) and under b sub 4 (to hoist on board a vessel or from a vessel).
- Damage mentioned under Full cover body work in article 2.2.3 under the following headings:
 - ‘What is covered in case of damage to the motor or the transmission?’ (Page 17).
 - ‘What assistance is offered in case of a breakdown abroad?’ (Page 18)
 - ‘What is covered in case of window damage?’ (Page 18).
 - ‘What is covered in case of theft, joyriding and embezzlement?’ (Page 19).
- Damage as a consequence of assistance (for instance, expenses of recovery costs after an accident).
- Damage that we have been able to fully recover.
- Damage that we cannot fully recover, because we paid your damage based on the new-for-old value or the original purchase value.
- Damage to pedestrians and cyclists, if the driver demonstrates that the collision was beyond his control. Often, we do have to make a payment, because law and case law offer additional protection to pedestrians and cyclists.
- Damage to the upholstery, in case of Third-party Liability (article 2.2.1 under the heading ‘What will also be paid under the Third-party liability cover?’)

2.1.6 *When does the Car Insurance end?*

In addition to the cases mentioned in the General Terms and Conditions, the insurance ends as soon as:

- You have no longer an interest in your car¹;
- You are no longer living in the Netherlands;
- Your car is usually parked abroad;
- Your car will be fitted with a foreign number plate;
- Your car is total loss.

2.1.7 *What should you do in the event of damage?*

If damage occurs you would of course like things to be resolved as soon as possible. Please contact your insurance advisor immediately after the occurrence of any loss or damage. He will be able to assist you. Would you like to know which general terms and conditions apply to the claim settlement? Please read the General Terms and Conditions of your Private Package Online. In the following articles, information will be provided on the Car insurance in particular.

European accident statement/ Mobielschademelden.nl

If possible, immediately take pictures of the damage, the position of the vehicles and the circumstances on the road. Always complete a European accident statement and send it to your insurance advisor. You may also use the app Mobielschademelden.nl.

The sooner the better! If you need assistance immediately after the damage, because your car cannot continue driving, you may also contact the phone number on the 'green card', this is a 24/7 service. Also in case of damage abroad.

When do you report to the police?

You report to the police in case of:

- Theft; in case of theft immediately contact Stichting VbV (Verzekeringsbureau Voertuigcriminaliteit): 055 74 10 001 or report the theft at stichtingvbv.nl;
- Embezzlement;
- Joyriding;
- Burglary;
- Vandalism;
- Collision by an unknown perpetrator;

Please note!

Please subsequently send the police report and the European accident statement to your insurance advisor.

¹ This is the case, if, for example:

- You sell your car;
- You exchange your car;
- You take your car to be scrapped;
- You lose the actual control over your car, for instance, in case of your car's theft.

Please note! Please notify us as soon as possible if one of the cases mentioned above occurs.

2.1.8 *How will the claim be paid?*

The claim settlement is as follows:

- If you notify us of a claim, you automatically authorise us to handle the claim on your behalf.
- We always have to handle claims for which we are held liable pursuant to the Dutch Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen, WAM).
- If you are covered for damage, we assess the extent of the damage and we settle the claim for you.
- We have the right to compensate the injured parties directly.
- We will inform you whether we will pay the damage.

2.1.9 *When do we recover the damage?*

Sometimes we have to pay damages to you or others pursuant to the law or the terms and conditions of the insurance policy, while at the same time the insurance excludes cover of that damage. For instance, there is no cover when you paid the premium too late. Or if someone without a driving license drove in your car. We will then recover the damage and costs incurred. If we have to pay compensation for a damage for which a third party is liable, we will then recover the damage and the costs from that third party.

When do we recover the damage from the insured?

It may occur that we compensate damage and we recover the damage and costs from the insured person or his employer. We recover the damage if that insured person is not covered pursuant to the terms and conditions of the policy or the law.

When do we not recover the damage from the policyholder?

We do not recover the damage and the costs on you, as the policyholder, when:

- You notified us in due time that your car no longer has to be insured with us (article 2.1.6); and
- You did not cause the damage yourself.

When do we recover the damage from third parties?

Whenever possible we recover the damage and the costs from third parties or their insurers.

Do you need to cooperate?

If we need your assistance to recover the damage, then you are under the obligation to cooperate.

2.2 *The components of the car insurance*

2.2.1 *Third-party liability (WA)*

This article provides information on what is covered and what is not covered under Third-party liability (WA). We also provide information on the amount of the sum insured. If you cause damage to another person, that person may request compensation from you. The condition is that you are liable for the damage. In general, you are liable if you have acted unlawfully and you are to blame. For instance, you have acted unlawfully when you failed to give priority to a cyclist or when you ran into a pedestrian on a pedestrian crossing.

We assess whether you have been rightly held liable and if so, we compensate the damage. You must then be covered for that damage. If you are partially liable, the damage that you caused will only be compensated partially as well.

What is covered?

What is Third-Party liability cover?

The insurance covers the Third-party liability (WA) of the insured persons for damage caused with or by the car. Cover for Third-party liability is required by law. This cover complies with the requirements of the Dutch Motor Insurance Liability Act (WAM).

What is included in the Third-party liability cover?

The statutory Third-party liability also includes:

- Damage caused by or with a trailer connected to your car;
- Damage caused by or with a disconnected trailer that has not yet come to a standstill outside of traffic;
- Damage caused by a load falling from your car or trailer.

What will also be paid under the Third-party Liability cover?

Under the cover for Third-party Liability we will also pay:

- Damage caused to another motor vehicle - not connected to the insured car - that is owned, held or used by the policyholder²;
- Damage caused to a trailer, not connected to the insured car, and that is owned, held or used by the policyholder;
- Damage to the upholstery; did you transport wounded persons, free of charge? And as a result, the upholstery has been stained? We will pay the costs for cleaning or replacing the upholstery of your car;
- Assistance after an accident: are you unable to continue driving your car in the Netherlands or abroad after an accident took place? Please contact the telephone number on the 'green card'. We will then ensure that you are assisted. This does not apply in case of a breakdown! The assistance offered after an accident can be found on page 10 under the heading "What assistance do we offer after an accident?".

What maximum deposit do we pay?

We pay a maximum deposit of €25,000. We provide this deposit if the authorities request a deposit from you in relation to the payment of damage of an injured party covered by this insurance. You are under the obligation to fully cooperate to recover the paid deposit from the authorities.

What assistance is offered after an accident?

What should you do to obtain assistance?

You obtain our assistance or a compensation of the costs incurred if:

- The assistance has been effected or the costs have been made in consultation with and after the approval of De Goudse Alarmcentrale Verkeer;
- You provide all cooperation;

2 This only applies if this damage is not covered elsewhere, and insofar we would have been under the obligation to pay should any third party have sustained damage. Consequential damage and damage consisting of depreciation will not be paid. Also, damage caused in buildings or on land belonging to the company of the policyholder is not paid, except in case of damage to a motor vehicle or a trailer:

- a. That is owned, held or used by the policyholder; and
- b. That is mainly driven or used by the policyholder or family members that live with the policyholder.

- The entitlement to assistance is demonstrated with the Verzekeraarshulpkaart (a component of the ‘green card’);
- The assistance can be rendered and is not hindered by a natural disaster.

What assistance is available in the Netherlands?

Is your car and/or its connected trailer no longer roadworthy as a consequence of an accident, a fire or any other external cause – so not in case of a breakdown? Or the driver is no longer able to drive the car as a consequence of that event and a passenger cannot take over? In that case we arrange by means of the support service:

- The transport of the driver and all passengers to one address – to be determined by the insured person – in the Netherlands;
- The salvage and transport of your damaged car and/or trailer. You determine the address in the Netherlands to which the car and/or trailer will be brought.

What assistance is available abroad?

Is your car and/or its connected trailer no longer roadworthy as a consequence of an accident, a fire or any other external cause – so not in case of a breakdown? Or the driver is no longer able to drive the car as a consequence of that event and a passenger cannot take over? In that case we arrange for all countries where the insurance policy applies – with the exception of the Netherlands:

- By means of the support service, the transport of your damaged car and/or trailer to the nearest garage where the damage can be assessed and possibly repaired;
- The transport of your damaged car and/or trailer to an address in the Netherlands – to be determined by you, if:
 - It is not possible to repair the car and/or trailer within four working days, in such a way, possibly via an emergency repair, that the (return) trip can be continued in a technically safe way;
 - And the transport costs are lower than the value of your stranded car and/or trailer.
- Import or demolition locally of your damaged car and/or trailer if the transport costs are higher than the value. In that case we will arrange the transport of your luggage to the Netherlands;
- Transport of your damaged car and/or trailer to an address in the Netherlands to be determined by you, if you are no longer able to drive the car as a consequence of the event and your travel companions cannot take over. If the transport costs are higher than the value of your stranded car and/or trailer, we will pay the costs of import or demolition locally. In that case we will arrange the transport of your luggage to the Netherlands.

In addition, we pay the return travel costs for you and your passengers in the following cases:

- If you are no longer able to drive the car as a consequence of the event and your travel companions cannot take over;
- If your damaged car has to be transported to the Netherlands;
- If your damaged car has to be imported or has to be demolished abroad.

We pay the following return travel expenses:

- Taxi costs to the nearest train station.
- Costs for train travel to the train station nearest to the destination in the Netherlands. You travel in second class.
- Taxi costs from that train station to the destination in the Netherlands.

What is not covered?

Not covered is:

- a. The liability for personal injury of the driver of the car. However, this damage is covered in so far as the driver is not entitled to a payment, benefit or provision in any other way. In case of this exclusion it is irrelevant which party is the claimant;
- b. The liability for damage to goods that:
 - Are the property of the policyholder, driver, holder or owner of the car;
 - The policyholder, driver, holder or owner of the car have in their possession;
 - Are transported with the car or the trailer. Any consequential damage is also included in this exclusion. This exclusion does not apply to what is stated under the heading ‘What will also be paid under the Third-party liability cover?’ on page 9;
- c. The liability for damage that arises during loading and unloading.

What is the insured sum?

The insured sums are stated on the policy schedule. If, pursuant to a foreign law a maximum amount is required that is higher than the insured amount stated on the policy schedule, the statutory amount applies.

In addition, the following may also be paid in excess of the insured sum:

- The statutory interest on the damage covered by the insurance;
- The costs of proceedings to defend against claims;
- The costs of proceedings.

We decide whether it is necessary to conduct proceedings.

2.2.2 Limited cover body work

If you have opted for Limited cover body work, we will in certain cases also pay damage to your car. Here you will find information on what is covered and what is not covered under the Limited cover body work. This cover applies when stated on the policy schedule.

What is covered?

Your car is covered against the following risks:

- Fire, storm, natural disasters and collision with animals;
- Window damage;
- Theft, joyriding and embezzlement.

Damage to your car in the event of a collision, accident or any other cause is not covered under the Limited cover body work. It is, however, covered within the Full cover body work.

What is covered in the event of fire, storm and natural disasters and other causes?

What is covered?

We pay damage to your car, if that damage is caused by:

- An object falling on your car as a consequence of storm;
- The blowing over of your car as a consequence of storm;
- Natural disasters;
- Fire, explosion, spontaneous combustion or lightning strike. This does not include: fire, explosion or spontaneous combustion caused by a collision or accident;
- A collision with wildlife, a bird or a stray animal. We only pay compensation for damage that is directly caused by the contact with the animal;

- Riot. This does not include: mischief and vandalism;
- Aircraft, parts of aircraft or objects that have fallen out of the aircraft;
- An external cause during transport by a transport company with the use of a means of transport. This does not include damage during hoisting, lifting, towing and scraping, scratching or paintwork damage.

Is there (also) damage to the accessories caused by these events? Then we pay compensation:

- Up to a maximum of €500 for accessories attached to or within the car such as a towing hook, rims and a security system. On top of this cover you may take out an accessories package by paying a supplementary premium, see also Accessories package (Page 23);
- Up to a maximum of €500 for any audio or audio-visual equipment that was built in afterwards;
- Up to a maximum of €125 for separate accessories. This includes an emergency triangle, breakdown lamp, road maps and first-aid kit.

We also pay compensation for:

- Necessary salvage costs;
- Necessary surveillance costs;
- €15 per day for a maximum of 15 days if your car cannot be repaired because it is total loss.

Furthermore, you are also entitled to a courtesy car during the repair of your own car if your car is repaired by a selected repairer. The courtesy car is a similar car, at most a middle-sized car. We do not refund the fuel.

What is not covered?

Accessories

You are not covered for:

- Phones and car-phones, detection, computer and other communication equipment, unless we explicitly agreed otherwise with you;
- Separate and mobile navigation and audio-visual systems;
- Accessories that are not authorised by law.

What is your excess?

The standard excess is €0 per event.

Your excess:

- Remains unchanged if a selected repairer repairs the damage (see for selected repairers: goudse.nl/autoschade);
- Is €500 if the damage is repaired by an unselected repairer;
- Is €150 in case of total loss;
- Is €500 if your car is not total loss and you do not proceed to repair.

What is covered in case of window damage?

What is covered?

We pay compensation for damage to your car that:

- Entails only damage to one or more windows;
- Entails only damage by fragments of that or those windows.

What is not covered?

You are not covered for:

- Scratches or dirt on windows;
- Damage to a glass sunroof;
- Window damage caused by a collision or accident.

What is your excess?

The standard excess is €0 per event. Your excess:

- Remains unchanged if the window is repaired by a selected repairer (see for selected repairers: goudse.nl/autoschade);
- Is €75 if the window is repaired by a selected repairer;
- Is €500 if the damage is repaired or window replaced by an unselected repairer.

What is covered in case of theft, joyriding and embezzlement?

What is covered?

We pay compensation for damage that:

- Entails the loss of your car as a result of theft, joyriding or embezzlement. Loss occurs if the car remains missing for more than 30 days;
- Occurs to your car by theft or attempted theft of your car;
- Occurs to your car by joyriding or attempted joyriding with your car;
- Occurs to your car by burglary or attempted burglary of your car.

As a result of theft, joyriding or embezzlement (also) accessories have been lost? Or does any damage to accessories occur by the events mentioned above? In that case we compensate:

- Up to a maximum of €500 for accessories attached to or within the car, such as a towing hook, rims and a security system. On top of this cover you may take out an accessories package by paying a supplementary premium, see also Accessories package (Page 23);
- Up to a maximum of €500 for any audio or audio-visual equipment that was built in afterwards;
- Up to a maximum of €125 for separate accessories. This includes an emergency triangle, breakdown lamp, road maps and first-aid kit.

We also pay compensation for:

- Necessary salvage costs;
- Necessary surveillance costs;
- €15 per day during the loss of your car as a result of theft, joyriding or embezzlement. This compensation will be provided up to the day that you have your car at your disposal again.

The maximum period to receive this compensation is 30 days.

You are also covered for:

- Up to a maximum of €500 for the costs of necessary replacement of your car keys and/or car locks, due to:
- Car keys stolen from within a building. A condition is that damage occurred as a result of forcible entry to the building;
- Violent robbery of your car keys.

Furthermore, you are entitled to a courtesy car during the repair of your car if your car is repaired by a selected repairer. The courtesy car is a similar car, at most a middle-sized car. We do not refund the fuel.

What is not covered?

Insufficient care and protection

You are not covered for:

- Any damage that occurs because you provided inadequate care to prevent theft or loss of your car³;
- Any damage that occurs because the car does not meet the following security requirements⁴ and/or the security requirements that we explicitly agreed upon. These security requirements are stated on the policy schedule.

Accessories

Excluded from cover are:

- Phones and car-phones, detection, computer and other communication equipment, unless explicitly agreed otherwise;
- Separate and mobile navigation and audio-visual systems are excluded from cover;
- Accessories that are not authorised by law do not qualify for compensation.

What is your excess?

The standard excess is €0 per event. Your excess:

- Remains unchanged if a selected repairer repairs the damage (see for selected repairers: goudse.nl/autoschade);
- Is €500 if the damage is repaired by an unselected repairer
- Is €150 in case of theft of the entire car or total loss;
- Is €500 if your car has not been stolen or in case of total loss and you do not proceed to repair.

3 Examples:

- The car was not locked.
- Not all doors and windows were closed and locked.
- You did not enable the alarm.
- The car keys were present in the car.
- You left your keys unattended in a readily accessible space.
- Your keys had disappeared and you did not take any measures, such as replacing the locks or changing the code.

4 In this table you find the security requirements set by us. If, in addition, other requirements apply, they are stated on your policy schedule.

Car category	Current market value inclusive of VAT (accessories included)	Security system (minimum requirements)
Soft-top cabriolet	Up to €25,000	VbV/SCM vehicle security system with inclination angle detection (this equals SCM class 3 or similar ex factory)
Other	Up to €25,000	VbV/SCM immobiliser (this equals immobiliser/SCM class 1)

Please note! When we require a VbV/SCM vehicle security system, we only pay for damage as mentioned under the heading on page 13 'What is covered in case of theft, joyriding or embezzlement?', if the VbV/SCM certificate is valid at the time of theft. An exception is the VbV/SCM immobiliser ex factory. Following the first issue of the certificate, it is valid for 36 months. At the end of this term you have to prolong the validity by having the system tested every 12 months and to have registration made by a VbV/SCM accredited installation service. Detailed information on security systems and accreditation can be found at: <http://kiwascm.nl>

How will compensation be paid?

In the event of damage, we compensate the costs of repair or the current market value less the value of the remnants. In the event of loss, we compensate the current market value.

When do we compensate the costs of repair?

We compensate the necessary costs of repair up to no more than the difference between the value of the car and/or accessories at the time immediately before the damage (current market value) and the value of the remnants. If the costs of repair are higher, there is a total loss. In that case we do not compensate the costs of repair.

When do we compensate the current market value less the value of the remnants?

In the event of total loss, we compensate the current market value of the car and/or accessories less the value of the remnants.

When do we compensate the current market value?

In the event of loss, we compensate the current market value of the car and/or accessories.

Which other rules apply?

For claim settlement and compensation, the following rules also apply:

- We may request a loss adjuster to determine the damage. The loss adjuster must comply with the Code of conduct for loss adjustment organisations (Gedragcode schade-expertiseorganisaties). We will pay the fees of the loss adjuster.
- If you engage a loss adjuster, for instance, if you disagree with the damage determined by us, then we pay the fees of the loss adjuster if these costs are reasonable. Additional costs that are not reasonable will remain at your own expense.
- If both loss adjusters fail to agree on the amount of the damage, they will appoint a third loss adjuster that will make a binding decision.
- You only receive a compensation in the event of total loss or loss if you have transferred to us the following:
 - The rights of ownership;
 - The vehicle registration certificate;
 - All keys.
 - If your car has been financed or leased, we pay compensation to the financing party. Any remaining amount will be paid to you.

2.2.3 Full cover body work

If you have opted for Full cover body work, you have taken out a comprehensive cover for almost any possible damage to your car. Here you will find information on the cover, your excess and when the new-for-old scheme applies. This cover applies if stated on your policy schedule.

What is covered?

What does Full cover body work entail?

The Full cover body work has the same cover as the Limited cover body work with several important additions. Full cover body work provides cover for your car against almost any possible risk.

You are also entitled to attractive add-ons. If your car has been stolen or can no longer be repaired, the compensation will often allow you to repurchase a similar car.

What is covered in the event of damage to your car?

What is covered?

We compensate the damage to your car if it is caused by:

- a. Fire, storm, natural disasters etc.
 - An object falling on your car as a consequence of storm;
 - The blowing over of your car as a consequence of storm;
 - Natural disasters;
 - Fire, explosion, spontaneous combustion or lightning strike. This does not include: fire, explosion or spontaneous combustion caused by a collision or accident;
 - A collision with wildlife, a bird or a stray animal. We only pay compensation for damage that is directly caused by the contact with the animal;
 - Riot. This does not include: mischief and vandalism;
 - Aircraft, parts of the aircraft or objects that have fallen out of the aircraft;
 - Any other external cause during transport by a transport company with the use of a means of transport. This does not include damage during hoisting, lifting, towing and scraping, scratching or paintwork damage.
- b. Crash, collision etc.
 - A crash, collision, overturning, skidding, driving off the road or ending up in the water;
 - Vandalism;
 - Any other external cause;
 - Hoisting the car on board a vessel or from a vessel.

Is there any damage (also) to accessories caused by events mentioned above? In that case we pay compensation:

- Up to a maximum of €1,250 for accessories attached to or within the car, such as a towing hook, rims and a security system. On top of this cover you may take out an accessories package by paying a supplementary premium, see also Accessories package (Page 23);
- Up to a maximum of €500 for any audio and audio-visual equipment that was built in afterwards;
- Up to a maximum of €125 for separate accessories. This includes an emergency triangle, breakdown lamp, road maps and first-aid kit.

We also pay compensation for:

- Necessary salvage costs;
- Necessary surveillance costs;
- €15 per day for a maximum of 15 days if your car cannot be repaired because it is total loss.

Furthermore, you are also entitled to a courtesy car during the repair of your own car if your car is repaired by a selected repairer. The courtesy car is a similar car, at most a middle-sized car. We do not refund the fuel.

What is not covered?

Accessories

Excluded from cover are:

- Phones and car-phones, detection, computer and other communication equipment, unless explicitly agreed otherwise;
- Separate and mobile navigation and audio-visual systems are excluded from cover;
- Accessories that are not authorised by law do not qualify for compensation.

What is your excess?

The standard excess is €0 per event. A higher excess may have been agreed upon with you. We state this on your policy schedule. Your excess:

- Remains unchanged if a selected repairer repairs the damage (see for selected repairers: goudse.nl/autoschade). If a higher excess has been agreed upon, then this higher excess will apply.
- Is €500 if the damage is repaired by an unselected repairer. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €150 in case of total loss. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €500 if there is no total loss and you do not proceed to repair. If a higher excess has been agreed upon, then this higher excess will apply.

What is covered in case of loss of damage to the motor or transmission?

When do we pay compensation of damage to the motor or transmission?

- We pay compensation for damage to several parts of the motor and/or transmission of your car.
- The following conditions apply:
- Damage to the motor and/or transmission must be a consequence of an inherent defect;
- Your car cannot be over three years old;
- Your car's lifetime mileage may not exceed 100,000 kilometres;
- You must be the car's first owner.

Which parts will be compensated?

- The cover for damage as a consequence of an inherent defect applies to the following parts:
- Motor: the motor and all its internal parts (with the exclusion of burnt valves and valve seats), distributor, manifolds, flywheel, fan, turbo, cooling system and fuel system (with the exclusion of electronic components);
- Transmission: multi-speed gearing with all internal parts as well as torque convertor, gear box, clutch disc and hydraulic actuator;
- Propulsion: axle housing/conical wheel front and backside with all internal parts as well as drive shafts, universal joints, wheel bearings and hub nuts;
- Electrical installation: dynamo, voltage regulator and starter.

What is not covered?

We do not cover this damage if:

- You did not properly maintain your car as prescribed by the manufacturer or importer;
- The damage is a result of wear and tear;
- You may invoke another provision (for instance, the manufacturer warranty);
- You refuelled with the wrong fuel or contaminated fuel.

What is your excess?

The standard excess is €0 per event. Instead, a higher excess may have been agreed upon.

We state this on your policy schedule. Your excess:

- Remains unchanged if a selected repairer repairs the damage (see for selected companies: goudse.nl/autoschade). If a higher excess has been agreed upon, then this higher excess will apply

- Is €500 if you have the damage repaired by an unselected repairer. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €150 in case of total loss. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €500 if there is no total loss and you do not proceed to repair. If a higher excess has been agreed upon, then this higher excess will apply.

What assistance is offered in case of a breakdown abroad?

With Full cover body work you are entitled to additional assistance abroad. This is supplementary to the assistance we offer under the heading ‘What assistance is offered abroad?’ in article 2.2.1 (WA).

Is your car and/or its connected trailer no longer roadworthy because of a mechanical defect? Or the driver is no longer able to drive the car as a consequence of that event and a passenger cannot take over? In that case we arrange or compensate for all countries outside of the Netherlands where the insurance policy applies:

- The assistance as described on page 10 under the heading ‘What assistance is offered abroad?’;
- Necessary costs of roadside assistance up to €125 per event. The costs of parts and the costs of repair are not included. Also the costs of repair in a garage are excluded;
- Costs to order and deliver parts to prepare the car and/or trailer to be roadworthy again. Costs of the parts itself are not included. If the costs exceed €750, we may request you to pay in advance.

What is covered in case of window damage?

What is covered?

We pay compensation for damage to your car that:

- Entails only damage to one or more windows;
- Entails only damage by fragments of that or those windows.

What is not covered?

You are not covered for:

- Scratches or dirt on windows;
- Damage to a glass sunroof;
- Window damage caused by a collision or accident.

What is your excess?

The standard excess is €0 per event. Instead, a higher excess may have been agreed upon. We state this on your policy schedule. Your excess:

- Remains unchanged if the window is repaired by a selected repairer. If a higher excess has been agreed upon, the higher excess applies.
- Is €75 if the window is replaced by a selected repairer. If a higher excess has been agreed upon, the higher excess applies.
- Is €500,- if the window is repaired or replaced by a selected repairer. If a higher excess has been agreed upon, the higher excess applies.

What is covered in case of theft, joyriding and embezzlement?

What is covered?

We pay compensation for damage that:

- Entails the loss of your car as a result of theft, joyriding or embezzlement. Loss occurs if the car remains missing for more than 30 days;
- Occurs to your car during the time it was considered to be missing;
- Occurs to your car by theft or attempted theft of your car;
- Occurs to your car by joyriding or attempted joyriding with your car;
- Occurs to your car by burglary or attempted burglary of your car.

As a result of theft, joyriding or embezzlement (also) accessories have been lost? Or does any damage (also) occur to accessories caused by the events mentioned above? In that case we compensate:

- Up to a maximum of €1,250 for accessories attached to or within the car, such as a towing hook, rims and a security system. On top of this cover you may take out an accessories package by paying a supplementary premium, see also Accessories package (Page 23);
- Up to a maximum of €500 for any audio and audio-visual equipment that was built in afterwards;
- Up to a maximum of €125 for separate accessories. This includes an emergency triangle, breakdown lamp, road maps and first-aid kit.

You are also covered for:

- Up to a maximum of €500 for the costs of necessary replacement of your car keys and/or car locks due to:
- Theft of your car keys from within a building. A condition is that damage occurred as a result of forcible entry to the building;
- Violent robbery of your car keys.

We also pay compensation for:

- Necessary salvage costs;
- Necessary surveillance costs;
- €15 per day during the loss of your car as a result of theft, joyriding or embezzlement. This compensation will be provided up to the day you have your car at your disposal again. The maximum period you will receive this compensation is 30 days.

Furthermore, you are also entitled to a courtesy car during the repair of your car if your car is repaired by a selected repairer. The courtesy car is a similar car, at most a middle-sized car. We do not refund the fuel.

In case your car cannot be prepared because it is total loss, we will pay you a compensation of €15 per day for a maximum of 15 days during the period that you do not have your car at your disposal.

You are not covered for

- Insufficient care and protection.
- Any damage that occurs because you have done too little to prevent theft or loss of your car⁵;
- Any damage that occurs because the car does not meet the following security requirements and/or the security requirements that we explicitly agreed upon. These security requirements are stated on the policy schedule.

5 Examples:

- The car was not locked.
- Not all doors and windows were closed and locked.
- You did not enable the alarm.
- The car keys were present in the car.
- You left your keys unattended in a readily accessible space.
- Your keys had disappeared and you did not take any measures, such as replacing the locks or changing the code.

Please note! When we require a VbV/SCM vehicle security system, we only pay for damage as mentioned under the heading on page 13 'What is covered in case of theft, joyriding or embezzlement?', if the VbV/SCM certificate is valid at the time of theft. An exception is the VbV/SCM immobiliser ex factory. Following the first issue of the certificate, it is valid for 36 months. At the end of this term you have to prolong the validity by having the system tested every 12 months and to have registration made by a VbV/SCM accredited installation service. Detailed information on security systems and accreditation can be found at: <http://kiwascm.nl>

Car category	List value inclusive of VAT Minimally required (accessories included)	Minimally required security system
Car	Irrespective of age/ model/value	VbV/SCM immobiliser (this is equal to ignition disabler/ SCM class 1)
Car up to and including 3 years old	Between €50,000 up to and including €70,000	VbV/SCM security system with inclination angle detection (this is equal to SCM class 3 or similar ex factory)
Car up to and including 3 years old	Over €70,000	VbV/SCM vehicle tracking system or a VbV/SCM vehicle tracking system combined with a VbV/SCM alarm system (this is equal to SCM class 4/5)
Car over three years old and up to and including 6 years old.	Over €70,000	VbV/SCM security system with inclination angle detection (this is equal to SCM class 3 or similar ex factory)
Soft-top cabriolet up to and including 3 years old	From €50,000	VbV/SCM vehicle tracking system or a VbV/SCM vehicle tracking system combined with a VbV/SCM alarm system (this is equal to SCM class 4/5)
Soft-top cabriolet	Irrespective of value	VbV/SCM alarm system with inclination angle detection (this is equal to SCM class 3 or similar ex factory)

Accessories

Excluded from cover are:

- Phones and car-phones, detection, computer and other communication equipment, unless explicitly agreed otherwise;
- Separate and mobile navigation and audio-visual systems are excluded from cover;
- Accessories that are not authorised by law do not qualify for compensation.

What is your excess?

The standard excess is €0 per event. Instead, a higher excess may have been agreed upon. We state this on your policy schedule. Your excess:

- Remains unchanged if a selected repairer repairs the damage (see for selected companies: goudse.nl/autoschade). If a higher excess has been agreed upon, then this higher excess will apply.
- Is €500 if you have the damage repaired by an unselected repairer. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €150 in case of theft of the entire car or total loss. If a higher excess has been agreed upon, then this higher excess will apply.
- Is €500 if there is no theft of the entire car or total loss and you do not proceed to repair. If a higher excess has been agreed upon, then this higher excess will apply.

How will compensation be paid?

In the event of damage to your car and/or accessories, we compensate the costs of repair or the current market value less the value of the remnants. In the event of loss, we compensate the current market value.

When do we compensate the costs of repair?

In the event of damage, we compensate the necessary costs of repair up to no more than the difference between the current market value of the car and/or the accessories and the value of the remnants. If the costs of repair are higher, there is a total loss. In that case we do not compensate the costs of repair.

When do we compensate the current market value less the value of the remnants?

In the event of total loss, we compensate the current market value of the car and/or accessories less the value of the remnants.

When do we compensate the current market value?

In the event of loss, we compensate the current market value of the car and/or accessories.

Which other rules apply?

For claim settlement and compensation, the following rules also apply:

- We may request a loss adjuster to determine the damage. The loss adjuster must comply with the Code of conduct for the loss adjustment organisations (Gedragcode schade-expertiseorganisaties). We will pay the fees of the loss adjuster.
- If you engage a loss adjuster, for instance, if you disagree with the damage determined by us, then we pay the fees of the loss adjuster if these costs are reasonable. Additional costs that are not reasonable will remain at your own expense.
 - If both loss adjusters fail to agree on the amount of the damage, they will appoint a third loss adjuster that will make a binding decision.

- You only receive a compensation in the event of total loss or loss if you have transferred to us the following:
 - The rights of ownership;
 - The vehicle registration certificate;
 - All keys.
- If your car has been financed or leased, we pay compensation to the financing party. Any remaining amount will be paid to you.

When does the new-for-old value scheme apply?

The new-for-old scheme does not assume the current market value of your car but the higher new-for-old value.

- The new-for-old scheme applies if the following conditions are met:
 - The damage arose within three years after the date of issue of the Dutch vehicle registration certificate.
 - The car was new at the time of issue of the Dutch vehicle registration certificate.
 - You are the first owner of the car.
 - The car is not a privately leased car.
 - The car has an original list price that is lower than €70,000 (inclusive of VAT).

Which compensation do we pay?

The compensation of the damage or loss of your car will be determined pursuant to article 2.2.3 under the following headings:

- ‘When do we compensate the costs of repair?’ (Page 21);
- ‘When do we compensate the current market value less the value of the remnants?’ (Page 21);
- ‘When do we compensate the current market value?’ (Page 21).

We do not assume the current market value but the new-for-old value. In addition, your car will also be total loss if the costs of repair are more than 2/3 of the new-for-old value.

How do we determine the new-for-old value?

If the damage occurred within 36 months after the issue of the vehicle registration certificate, there will be no deduction applied to the new-for-old value.

When does the purchase value scheme apply?

The purchase value scheme is supplementary to the Full cover body work. If you own a used car, the current market value is the starting point for the compensation of your damage. When using the purchase value scheme, in some cases we do not use the current market value but the higher new-for-old value.

When does the purchase value scheme apply?

The purchase value scheme applies if the following conditions have been met:

- The damage has occurred within twelve years after the date of issue of the first Dutch or foreign vehicle registration certificate.
- The damage has occurred within three years after the transfer of the Dutch vehicle registration certificate in your name.
- The car has an original list price that is less than €70,000 (inclusive of VAT).
- Transfer of the original purchase invoice from a BOVAG company (Dutch association of motor, car, garage and allied trades) or brand dealer.

What is the compensation?

The compensation for the damage or loss of your car will be determined pursuant to article 2.2.3 under the following headings:

- ‘When do we compensate the costs of repair?’ (Page 21);
- ‘When do we compensate the current market value less the value of the remnants?’ (Page 21);
- ‘When do we compensate the current market value?’ (Page 21).

We do not assume the current market value but the purchase value.

2.2.4 Accessories package

If you have many accessories, Limited cover body work or Full cover body work may be insufficient. The Accessories package provides a tailor-made insurance policy for your accessories. This cover applies if it is stated on the policy schedule.

What is covered?

Within the Accessories package you opt for a cover that applies for Limited cover body work or Full cover body work. The following conditions apply:

- This cover is only available when combined with Limited cover body work or Full cover body work;
- If choosing this option, the standard cover for accessories as mentioned in the component Limited cover body work and Full cover body work will lapse. The cover for separate accessories will remain;
- The conditions that apply to Limited cover body work and Full cover body work remain the same.

Which packages are available?

You may opt for one of the following packages:

Package 1

We pay:

- Up to a maximum of €2,500 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €1,000 for any audio or audio-visual equipment that was built in afterwards.

Package 2

We pay:

- Up to a maximum of €5,000 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €1,500 for any audio or audio-visual equipment that was built in afterwards.

Package 3

We pay:

- Up to a maximum of €7,500 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €2,500 for any audio or audio-visual equipment that was built in afterwards.

Package 4

We pay:

- Up to a maximum of €10,000 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €3,000 for any audio or audio-visual equipment that was built in afterwards.

Package 5

We pay:

- Up to a maximum of €12,500 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €3,000 for any audio or audio-visual equipment that was built in afterwards.

Package 6

We pay:

- Up to a maximum of €15,000 for accessories attached to or within the car such as a towing hook, rims and a security system;
- Up to a maximum of €3,000 for any audio or audio-visual equipment that was built in afterwards.

2.2.5 Trailer

If you have a trailer, it can be insured under the Full cover body work. This cover applies if it is stated on your policy schedule.

What is covered?

Your trailer is covered against almost any possible risk. You are also entitled to attractive additions. If your trailer has been stolen or can no longer be repaired, the compensation will often allow you to repurchase a similar trailer.

With the Trailer cover you take out insurance for your trailer according to the cover that applies for Full cover body work. In this respect the following components of the terms and conditions apply accordingly: General part car insurance (2.1), Third-party liability (WA) (2.2.1) and Full cover body work (2.2.3). Do these components deviate from this article (2.2.5 Trailer)? Then the information in this article applies.

What will not be reimbursed?

In addition to or by way of derogation of article 2.1.1 we do not reimburse damage:

- a. That occurs during use for purposes not permitted by law;
- b. That occurs if the trailer is used without your permission;
- c. That occurs while the driver is not entitled to drive the car or the motor vehicle with its connected trailer (for instance, because the driver does not have a legally prescribed valid driving license under Dutch law, is disqualified from driving or the driving license has been withdrawn);
- d. That occurs while the driver is unable to drive safely or is not allowed to drive the car or the motor vehicle and its connected trailer, because he is under the influence of alcohol or has used a stimulating or intoxicating substance or medicines. We also do not pay if the driver refuses to cooperate in taking a breath, urine or blood test;
- e. That arises from poor or overdue maintenance;
- f. If the trailer is used for business or is rented out.

When do we make exceptions?

Circumstances outside of your control:

Are you able to demonstrate that the circumstances occurred without your knowledge or against your will? And you cannot reasonably be reproached in this matter? Then the exceptions under a up to and including d do not apply to you.

How do we determine your premium?

The premium for the Trailer cover depends on the original list price of the trailer.

Temporary replacement and end of cover

For the Trailer cover, articles 2.1.4 and 2.1.6 apply, whereby the word car should be read as trailer.

What does the Full cover body work entail?

We offer an extensive cover in the case of damage to your trailer or in the case of theft, joyriding or embezzlement. The cover for the trailer equals the cover as indicated under the component Full cover body work for cars. In this section the word car should be replaced by trailer.

The following deviations apply:

- a. The payment for accessories installed in or to the trailer amounts to a maximum of €500;
- b. You will not receive a payment of €15 per day for the period that the trailer is not available to you;
- c. You are not entitled to a replacement trailer;
- d. You are not entitled to the new-for-old value scheme and the purchase value scheme;
- e. The assistance offered after an accident in the Netherlands or abroad (WA) or after a breakdown abroad (Full cover body work) will only be provided if the trailer was connected to the car insured with us;
- f. The following standard security requirement applies for your trailer: VbV/SCM wheel clamp or VbV/SCM gear lever lock/trailer lock.

What is your excess?

Only the excess stated on your policy schedule applies to your trailer.

2.2.6 Bonus protection

After filing a claim, you will generally have a premium increase for your car insurance. To prevent this, you may opt for Bonus protection. This cover applies if stated on the policy schedule.

How does Bonus protection work?

In any policy year you are allowed to invoke Bonus protection once for one specific claim in that year. You may determine which claim that will be. Invoking Bonus protection means:

- The notified damage does not influence your discount percentage;
- The damage, however, does influence your accrued number of claim-free years;
- That in the next policy year you will not proceed to the next higher level;
- Other claims in the policy year, in which you invoke Bonus protection, will influence your discount.

Article 2.1.5 provides information on which type of damage does have an influence on your discount and how this works. For the definitions for claim percentage, claim-free years and levels we refer to the bonus-malus scheme mentioned in that article.

Article 3

Supplementary insurance policies

You may further extend your car insurance by selecting one or more supplementary insurance policies: Accident insurance for occupants, Traffic collision insurance and Legal expenses car insurance. These supplementary insurance policies offer additional protection for you, your family members and your passengers.

3.1 General information supplementary insurance policies

This part informs you on the supplementary insurance policies that you may take out. Furthermore, information is provided on the countries where the insurance applies and how the temporary replacement of your car will be arranged. You also find information on when a supplementary insurance ends.

3.1.1 Which supplementary insurances policies are available?

You may opt for the following supplementary insurances:

- Accident Insurance for occupants.
- Traffic collision insurance.
- Legal expenses car insurance

In the Terms and conditions below you find more information on these supplementary insurances policies.

3.1.2 How do you know what is covered?

The policy schedule provides information on the policies you have taken out and the insured amounts. Of course you may also contact your insurance advisor to obtain this information.

3.1.3 In which countries does cover apply?

The insurance is valid – except when indicated otherwise – in the countries mentioned and not crossed out on your International Motor Insurance Certificate ('green card').

3.1.4 Temporary replacement

The insurance will automatically apply for a similar car within the same price category, which temporarily replaces the car when it is being serviced, repaired or during its statutory periodic inspection. The following conditions apply:

- The replacement cover only applies during the replacement period.
- The cover does not apply if the courtesy car is a car of the insured person.
- The cover does not apply if another insurance policy provides cover or would provide cover for the courtesy car, if this insurance did not exist. This insurance only provides cover that exceeds the cover you are entitled to or would be entitled to under this other insurance, if this insurance would not have existed.
- The cover for the car that is being replaced lapses during the replacement period.

3.1.5 *When does a supplementary insurance end?*

In addition to the cases mentioned in the General terms and conditions, the insurance ends as soon as:

- The car insurance ends;
- You no longer have an interest in your car⁶;
- You are no longer living in the Netherlands;
- Your car is usually or always stored abroad;
- Your car will be fitted with a foreign number plate.

3.2 *Accident Insurance for occupants*

You may exercise caution while driving your car, but an accident cannot always be prevented. The Accident insurance for passengers insures the passengers in your car. The passengers or their surviving relatives receive a benefit in the event of permanent disability or death.

3.2.1 *What is covered?*

In the event of death

We pay out a benefit if you die as a consequence of an accident. This must be a direct and sole consequence of the accident. The benefit will be paid to the beneficiary or beneficiaries.

The maximum insured sum per insured person is stated on the policy schedule.

Did you already receive a benefit because you had become permanently disabled as a consequence of that same accident? In that case we set this off against the payment of the benefit in the event of death.

In the event of permanent disability

We pay out a benefit if you remain disabled as a consequence of an accident. This must be a direct and sole consequence of the accident. The benefit that we will pay out is a percentage of the insured sum. The insured sum per insured person is stated on the policy schedule. The level of your benefit will be based upon the degree of permanent disability.

What happens in the event that we have not yet determined the level of the benefit and you die by any other cause than the accident itself? In that case the entitlement to a benefit for permanent disability still remains. In that event we assess the level of the benefit based upon the expected degree of disability that would have applied if you had not died.

3.2.2 *Who are insured?*

The insured persons are the occupants of the car.

⁶ This is the case, for example, if:

- you sell your car;
- you exchange your car;
- you take your car to be scrapped;
- you lose the actual control over your car, for instance in case of your car's theft.

Please note! The policyholder and his/her heirs are under the obligation to notify us as soon as possible if one of the cases mentioned above occurs.

3.2.3 Who are the beneficiaries?

In the event of death

If you die as a consequence of the accident, we pay out the benefit to your partner.

If you do not have a partner, we pay out the benefit to your heirs.

In the event of permanent disability

We pay out a benefit to you if you become permanently disabled as a consequence of an accident. What if you have died before we paid out the benefit to you? In that case we pay out the benefit to your partner.

If you do not have a partner, we pay out the benefit to your heirs.

The State of the Netherlands

The State of the Netherlands can never be the beneficiary.

3.2.4 What is not covered?

We provide extensive coverage. Yet, we may not always cover everything. This article lists the exclusions that apply specifically for the Accidents Insurance for occupants. We will also indicate any exceptions to this.

What exclusions apply?

You cannot make a claim under the insurance if:

- a. You failed to inform us of important changes (see the cases mentioned in article 3.1.5);
- b. You or a beneficiary misrepresented the facts or provided a false statement;
- c. The accident occurred with your consent;
- d. The accident was caused by or in connection with your intent;
- e. The accident was the result of a risky venture in which you recklessly endangered your body;
- f. The car was used without permission of the policyholder;
- g. The car was used during a speed competition, speed test or driving on a circuit;
- h. The car was used during skid testing, skid control courses or driving proficiency courses;
- i. The car was used during regularity rallies and skill drives taking place partly or fully abroad;
- j. The car was used to rent out or for transport of people against payment (this does not include private transport against a cost contribution);
- k. The car was used as a taxi or driving school car or for any other purposes not reported to us and/or not permitted by law;
- l. The accident occurred while the driver was not entitled to drive the car (for instance, because the driver does not have a legally prescribed valid driving license under Dutch law, is disqualified from driving or the driving license has been withdrawn);
- m. The accident or the collision occurred because the driver is unable to drive safely or is not allowed to drive the car because he is under the influence of alcohol, or has used a stimulating or intoxicating substance or medicines.
This also applies if the driver refuses to cooperate in taking a breath, urine or blood test;
- n. The accident or the collision was made possible because a passenger, who is not the driver, was under the influence of alcohol or had used a stimulating or intoxicating substance;
- o. The occurrence of the accident is related to the use of or addiction to stimulating, or intoxicating or similar substances;
- p. The accident was made possible because of:
 - an illness or infirmity;
 - an abnormal physical or mental condition.

- q. The following illnesses are involved:
 - hernia;
 - lumbago;
 - discal hernia (hernia nucleii pulposi);
 - an inflammation of the tendon sheath accompanied by cracking sounds (tendovaginitis crepitans);
 - sprain.
- r. At the time of the accident you were situated in the cargo space while the car was circulating in traffic;
- s. The car has been seized or confiscated;
- t. The accident is caused by or related to nuclear reactions or acts of war or wilful damage.

When do we make an exception?

In the following circumstances you may still invoke the insurance:

- a. Circumstances beyond your control. Are you able to demonstrate that the circumstances occurred without any knowledge on your part or against your will? And you cannot reasonably be reproached in this matter? Then the exclusions in article 3.2.4 from b up to and including p do not apply to you.
- b. Risky venture.
The exclusion in article 3.2.4 under e does not apply, if the risky venture was reasonably required:
 - To practise your profession properly;
 - To rightfully defend yourself;
 - To save yourself, other people, animals or objects.
- c. Stimulating or intoxicating substances.
The exclusion in article 3.2.4 under o does not apply if a physician prescribed these substances and you have complied with the user instructions.
- d. An illness or infirmity etc.
The exclusion in article 3.2.4 under p does not apply if these circumstances are a consequence of an accident for which payment of a benefit should be made or has already been made under this insurance policy.

3.2.5 What is your benefit if you remain disabled?

How do we determine your benefit in the event of permanent disability?

The percentage of permanent disability determines the level of the benefit. Your benefit is a percentage of the insured sum. The payment percentage is equal to the percentage of disability, unless expressly provided otherwise.

The level of the percentage of disability depends on:

- The body part or organ that is damaged in the accident;
- The condition of that body part or organ; whether it is lost or no longer functional;
- The degree to which the body part or organ is lost or no longer functional.

When do we use a fixed payment percentage?

Below you will find the fixed percentages for permanent disability in the event of complete loss or loss of function of specific organs or body parts.

Organs and body parts	Percentage of disability (= Payment percentage)
Vision of both eyes	100%
Vision of one eye	30%
Vision of one eye if we have already paid out a benefit for the loss of vision in the other eye	70%
Hearing of both ears	60%
Hearing of one ear	25%
Hearing of one ear if we have already paid out a benefit for total deafness in the other ear	35%
An arm (including forearm, hand and fingers)	75%
A forearm (including hand and fingers)	70%
A hand (including fingers)	60%
A thumb ⁷	25%
An index finger ⁷	15%
A middle finger ⁷	12%
A ring finger ⁷	10%
A little finger ⁷	10%
A leg (including lower leg, foot and toes)	70%
A lower leg (including foot and toes)	60%
A foot (including toes)	50%
A big toe	5%
Any other toe	3%
The spleen	5%
Taste and smell together	10%
A kidney	10%

In the event of partial loss or loss of function

In case of a partial loss or loss of function of the organs or body parts in the above table, the fixed percentages mentioned in that article will be decreased in proportion to the degree of loss or loss of function.

What is the payment percentage in other cases?

For all permanent disability cases other than mentioned in the table above, the percentage is equal to the degree of loss or loss of function for the entire body.

How do we determine the degree of loss or loss of function?

We determine the degree of loss or loss of function by using medical information. If a medical examination is needed for this, this examination must be performed in the Netherlands.

The determination of the degree of loss or loss of function will take place:

- In accordance with objective criteria;
- Without taking into account any professional activities;
- In compliance with the latest edition of the ‘Guides to the Evaluation of Permanent Impairment’ of the American Medical Association (AMA) at the time of the determination; and
- The supplementary Dutch guidelines drawn up by a scientific association of medical specialists.

⁷ In the event of loss or loss of function of more than one finger the payment will never exceed the benefit for the loss or loss of function of your entire hand.

Are medical devices included?

In determining the degree of the loss or the loss of function we take as a starting point the situation without external artificial aids or medical devices, but with any fitted internal artificial aids or medical devices.

When do we increase the payment percentage?

If your permanent disability is more than 25%, we will increase the payment percentage. The following table states the increased payment percentage.

<i>Disability percentage</i>	<i>Payment percentage of your insured sum</i>	<i>Disability percentage</i>	<i>Disability percentage of your insured sum</i>
26	27	64	117
27	29	65	120
28	31	66	123
29	33	67	126
30	35	68	129
31	37	69	132
32	39	70	135
33	41	71	138
34	43	72	141
35	45	73	144
36	47	74	147
37	49	75	150
38	51	76	153
39	53	77	156
40	55	78	159
41	57	79	162
42	59	80	165
43	61	81	168
44	63	82	171
45	65	83	174
46	67	84	177
47	69	85	180
48	71	86	183
49	73	87	186
50	75	88	189
51	78	89	192
52	81	90	195
53	84	91	198
54	87	92	201
55	90	93	204
56	93	94	207
57	96	95	210
58	99	96	213
59	102	97	216
60	105	98	219
61	108	99	222
62	111	100	225
63	114		

Please note!

These increased percentages do not apply if the insured person failed to fasten his/her seatbelt or wear a helmet during the accident while this is required by law.

What is the maximum payment percentage?

The total of all payment percentages for an insured person will never exceed 225%. This applies to one or more accidents during the term of the insurance policy.

What is the time period within which the payment percentage will be determined?

We determine the payment percentage as soon as the condition has stabilised. In any case it must be determined within two years from the date of the accident. This does not apply if we make another arrangement with the insured person.

Do we reimburse interest?

If we are unable to pay out a benefit within one year from the date of the accident, we will compensate the legal interest on the payable amount. We will do so from the 366th day after the date of the accident. The interest will be paid out to you together with the benefit.

What if you fail to notify the accident within three months from the date of the accident? And as a result the benefit is paid out at a later date than it would have been paid if you had notified us in time? In that case we do not compensate any interest on the amount during the period of delay.

3.2.6 Are there any restrictions?

If there were more people than seats

Were more people seated in the car than the number of seats stated on the policy schedule? In that case we lower the insured sum per seat proportionally.

3.2.7 Were you already ill or disabled before the accident occurred?

Did your illness or disability increase the consequences?

Were the consequences of the accident exacerbated by the following circumstances:

- An illness or infirmity of an insured person;
- An abnormal physical or mental condition of the insured person?

The consequences that the accident would have had if you had been completely healthy will in that case be used in determining the benefit. We will only make an exception to this if these circumstances are a consequence of an accident for which payment of a benefit still has to be made or has already been made under this insurance policy.

Has your illness worsened?

Has your existing ailing condition worsened as a consequence of the accident? In that case no payment will be made to you. The exception stated under the previous heading does not affect this.

Has your disability worsened?

Were you already disabled before the accident occurred? In that event we will pay out the difference between the degree of permanent loss or loss of function before and after the accident. We will determine the degree of permanent loss or loss of functions as indicated in article 3.2.5.

3.2.8 What obligations apply to you and beneficiaries?

Policyholders and beneficiaries have a duty to inform

In the event of death

It is important that the policyholder or a beneficiary informs us as soon as possible when an insured person has died as a consequence of an accident.

In the event of disability

It is important that the policyholder informs us as soon as possible about an accident from which an entitlement to a benefit for permanent disability may arise. Please notify us within three months after the accident. What if the policyholder notifies us of the accident after more than three months? In that event there may only be an entitlement to a benefit if you can prove that we would have had the duty to pay out a benefit if you had notified us in time.

Cooperation of beneficiaries

What if an insured person dies as a consequence of an accident? Then the beneficiaries are under the obligation to cooperate in any necessary investigation to establish the cause of death.

Obligations of insured persons

You are under the obligation to:

- Immediately seek medical treatment if this is reasonably necessary;
- Do everything to promote your recovery;
- Follow the instructions of your attending physician;
- Undergo an examination by a physician designated by us on our request;⁸
- Be admitted to a hospital or any other medical institution designated by us and on our request;
- Supply us or have us supplied with all information we require;
- Supply all required information or have all required information supplied to experts designated by us;
- Not conceal any facts and circumstances that may be relevant for the assessment of your entitlement to a benefit;
- Inform us in time if you move abroad.

Obligation of policyholder

The policyholder must fully cooperate in order to fulfil the obligations under article 3.2.8 under the heading: 'Obligations of insured persons'.

What happens if you fail to meet an obligation?

If you do not comply with or you have not complied with the obligations mentioned in article 3.2.8 under the headings 'Obligations of the insured persons' and 'Obligation of policyholder' the entitlement to a benefit may be lost.

3.3 Traffic collision insurance

The Traffic collision insurance reimburses many different types of damage that you may encounter in current traffic circulation. We provide extensive cover. We will pay for damage

⁸ We will reimburse the costs of these examinations and admissions to a hospital.

also if you are liable fully or partially. For instance, if you crash your car into a tree and you are injured. Or if your son or daughter crosses the street incautiously and is run over by a car.

3.3.1 *Who is covered and what is covered?*

Extent of the cover

The maximum insured sum per event is stated on the policy schedule.

Who is covered?

The cover is extensive but also rather complicated. Below we will explain who has cover. Please also read the definitions in the List of definitions to understand the cover thoroughly. We underlined these definitions again below and sometimes we included the definition partially or in full.

Firstly, the cover applies to all occupants of the car. By car we refer exclusively to the car mentioned on the policy schedule. The definition of occupant is given in the List of definitions. The occupants of the car are covered if an accident or a road accident occurs. And they must have suffered damage as a consequence. A road accident is a collision, a crash or a run down. An accident may have an even wider range. The exact description of these two concepts is stated in the list of definitions.

The insured persons included in the family cover⁹ have an additional cover. They are not only covered as occupants of the car that is stated on the policy schedule. This additional cover is two-fold. An insured person that is included in the family cover is also covered for:

- Accidents and road accidents if the insured person is an occupant of another motor vehicle¹⁰
 - this may also be a bus – than the car stated on the policy schedule or a train, tram, trolleybus or metro.
- Road accidents if the insured person is not the occupant of another motor vehicle than the car stated on the policy schedule or a train, tram, trolleybus or metro. For instance, if this person is run into as a pedestrian or cyclist.

What is the cover for the occupants?

To the insured persons included in the cover for occupants, we pay the damage they suffer from:

- Accidents in which they are involved as occupants of the car;
- Road accidents in which they are involved as occupants of the car.

What cover applies to the family?

To the insured persons included in the family cover we pay the damage they suffer from:

- Accidents and road accidents in which they are involved as occupants of a motor vehicle, train, tram, trolley bus or metro;
- Road accidents in which they are involved but not as occupants of a motor vehicle, train, tram, trolley bus or metro.

⁹ This includes the policyholder, the family members living with the policyholder, and the children of the policyholder living away from home for educational purposes.

¹⁰ A major exception to this is that the insured person included in the family cover has no cover if the registration certificate of the motor vehicle that he uses is registered in his name. See article 3.3.2 under n.

3.3.2 What is not covered?

We provide extensive coverage. Yet, we may not provide cover for everything. This article lists the exclusions that apply specifically for the Traffic collision insurance. We will also indicate any exceptions to this.

What exclusions apply?

We do not pay damage:

- a. If you failed to inform us of important changes (see the cases mentioned in article 3.1.5);
- b. That is caused by or related to nuclear reactions or acts of war or wilful damage;
- c. If the car or the motor vehicle that the insured persons uses, has been seized or confiscated;
- d. That is caused with your permission;
- e. If the car was rented out or used for transport of persons against payment (this does not include private transport against a cost contribution);
- f. If the car was used as a taxi or a driving school car or for any other purposes not reported to us and/or not permitted by law;
- g. That is caused intentionally by an insured person;
- h. That arises during the participation in a speed competition, speed test or driving on a circuit;
- i. That arises during the participation with the car or the motor vehicle in skid testing, control courses or driving proficiency courses;
- j. That arises during the participation with the car or the motor vehicle in regularity rallies and skill drives taking place partly or fully abroad;
- k. That arises while the driver is not entitled to drive the car or the motor vehicle (for instance, because the driver does not have a legally prescribed valid driving license under Dutch law, is disqualified from driving or the driving license has been withdrawn);
- l. If the accident or the road accident was made possible because the driver is unable to safely drive the car or the motor vehicle or is not allowed to drive, because he was under the influence of alcohol, a stimulating or intoxicating substance or medicines. We also do not pay if the driver refuses to cooperate in taking a breath, urine or blood test;
- m. If the accident or the road accident was made possible because an insured person (that is not the driver) was under the influence of alcohol or stimulating or intoxicating substance;
- n. If the registration certificate of the motor vehicle that the insured person uses is registered in his name;
- o. If an insured person as mentioned in the family cover unlawfully uses the car or a motor vehicle.
- p. If an insured person makes use as the driver or passenger of a motorcycle, scooter or moped, irrespective of the model or type;
- q. If an insured person or passenger was situated in the cargo space at the time of the accident or road accident;
- r. To the car or a motor vehicle itself;
- s. To other goods than that belong to the private household of an insured person;
- t. If an insured person is liable for personal injury caused to the driver of a motor vehicle that caused damage.

When do we make an exception?

In the following circumstance you may still invoke the insurance:

- a. Circumstances beyond your control.
- b. Are you able to demonstrate that the circumstances occurred without any knowledge on your part or against your will? And you cannot reasonably be reproached in this matter? Then the exclusions in article 3.3.2 under g up to and including o do not apply to you.
- c. Personal injury of the driver.
- d. Damage as referred to in article 3.3.2 under t must be paid by the WAM-insurer of the motor vehicle that caused damage. If the insured person makes a written request to us, we will nevertheless pay the damage, but only if and insofar as the damage would be covered without this exclusion. We do not compensate the damage until the insured person cooperates in transferring all rights (assignment) that he may exert on the WAM-insurer.

3.3.3 Other insurances and provisions

Is damage involved and is there also entitlement to compensation under another insurance than a liability insurance (whether or not of an earlier date than this insurance), or on the grounds of a statutory arrangement or any other provision? Or would this entitlement to compensation exist if this Traffic collision insurance did not exist? If so, the following conditions apply:

- The Traffic collision insurance will be the last to provide cover.
- The Traffic collision insurance only applies on top of the right to compensation, which has been granted or would have been granted if the current insurance did not exist.

3.3.4 Which additional obligations do you have in the event of damage?

Does something happen for which you can be held liable under civil law? Then you are under the obligation to also notify your liability insurer of this. We will subsequently consult with the insurance company or companies concerned as soon as possible.

3.3.5 How is the claim settlement?**How is the damage determined?**

The determination of the damage entitled to compensation, the loss estimate and the establishment of the beneficiaries entitled to compensation will take place:

- In accordance with Dutch civil law; and
- As if an unlawful act is involved.

Who have an entitlement to compensation?

A claim under this insurance may only be made by:

- Aggrieved natural persons that were directly involved in the event;
- Surviving relations of these persons.

When is your contributory negligence involved?

You are contributory negligent when you failed to wear your seat belt. Contributory negligence is determined according to Dutch law. The compensation of the loss is reduced by the percentage for contributory negligence.

3.4 Legal expenses car insurance

The Legal expenses car insurance offers cover for legal disputes connected with participation in traffic and the use and ownership of the insured car. As a consequence of statutory requirements, we have transferred the execution of legal assistance to SRK Rechtsbijstand B.V.

(a claims settlement agency for legal expenses insurance), hereinafter referred to as SRK. We guarantee compliance with the obligations set out in the conditions by SRK. Below you find the contact details of SRK.

SRK Rechtsbijstand B.V.
(Postal) Address: Oude Middenweg 17, 2491 AC Den Haag
Telephone number: (088) 018 85 00
Website: srkrechtsbijstand.nl

3.4.1 *What is covered?*

This insurance covers:

- The provision of legal assistance;
- Compensation of the costs of legal assistance;
- The risk of inability of a legally liable third party;
- Provision of security as specified in these conditions.

3.4.2 *Who are covered?*

You and other insured persons are – with application of the provisions stated in 3.4.4 – insured in their capacity of:

- Participant (in person) in road traffic;
- Possessor, holder or owner of the insured car.

The insured persons must have their residence in the Netherlands at the time of the event. For the Legal expenses car insurance, the insured persons are:

1. You, the policyholder;
2. The partner of the policyholder and the unmarried children of you or your partner, that are living with you;
3. The occupants, including the driver of the insured car;
4. The surviving relations of the insured persons mentioned under 1 up to and including 3, if and insofar as they are entitled to make a claim for compensation of the costs of living in response to an event in which the insured person is involved and for which there is entitlement to legal assistance pursuant to the insurance.

Also covered are:

5. The owner of the courtesy car for the duration of the replacement;
6. The owner of a trailer, as long as the insured person is the holder of this trailer.

3.4.3 *When does the cover start and end?*

The cover defined in 3.4.1 is applicable if the event occurs during the term of this insurance and outside the waiting period, insofar as this is applicable.

No rights can be derived from the insurance if the insured person reports an event:

- That was to be expected or would have been reasonably foreseeable at the time of concluding the insurance;
- More than 12 months after its occurrence, but never more than 6 months after the termination of the insurance.

3.4.4 *What is covered and what is not?*

In this article information will be provided on what is covered in various situations by your Legal expenses car insurance and when a waiting period applies. Furthermore, you will be informed

what happens when a legal assistance provider such as a lawyer or expert is needed. We will also indicate what is never covered.

Recovery assistance related to the insured car.

- You are entitled to legal assistance to recover damage suffered by the insured person that is caused by a road accident or other external contingencies in which the insured car was involved and was damaged.
- This cover applies if the insured person acts as the claimant.
- This cover does not have a waiting period.
- The area of cover is: Europe, Asian Turkey, Israel, Morocco, and Tunisia.
- Applicable law: the law of one of the countries within the area of cover.

Legal assistance for criminal cases

- You are entitled to legal assistance in criminal cases after an insured person who is suspected of committing a minor traffic offence or traffic offence has been summoned. To be eligible for cover, the insured car must have been involved in the minor traffic offence or traffic offence.
- This cover does not have a waiting period.
- The area of cover is: Europe, Asian Turkey, Israel, Morocco, and Tunisia.
- Applicable law: the law of one of the countries within the area of cover.

Legal assistance is not provided:

- a. If by paying a sum of money (further) criminal proceedings could/can be avoided or in enforcing a traffic regulation, an administrative law sanction is imposed in the form of a fine;
- b. If it involves an intentional offence or an offence committed with conditional intent, or the insured person is (also) charged with intent.

Provision of security

If foreign authorities require the provision of security from an insured person in connection with an insured criminal case in order to lift a restriction of freedom imposed on him or the seizure of his car, SRK will provide this security in the form of an advance payment up to an amount of €25,000 per event for all insured persons together.

By accepting the advance payment, the insured person authorises SRK to irrevocably have this at its disposal as soon as it is released again and he accepts the obligation to fully cooperate in the immediate reimbursement to SRK.

If, as a consequence of a criminal conviction, the provided security is not released or only partially released, the insured person is under the obligation to immediately repay to SRK the amount that is not released.

Return of driving license or seized car

You are entitled to receive legal assistance with regard to requests, addressed to a public authority, in respect of the return of:

- a. A seized driving license relating to an insured event;
- b. A seized vehicle registration certificate of the car relating to an insured event;
- c. A confiscated or seized car relating to an insured event.

The area of cover is: the countries in which the International Motor Insurance Certificate ('green card'), issued by us, is valid, with the exception of the non-European countries surrounding the Mediterranean Sea.

Applicable law: the law of one of the countries where an insured event has occurred within the area of cover indicated under this heading. This cover does not have a waiting period.

Revendication

You are entitled to legal assistance in the recovery of the insured car in the meaning of the Dutch Civil Code. If the insured person is the owner of the car, legal assistance will act for the insured in the capacity of claimant. If the insured person is the possessor in good faith of that car, legal assistance will act for the insured in the capacity of defendant.

The area of cover is: the countries in which the International Motor Insurance Certificate ('green card'), issued by us, is valid, with the exception of the non-European countries surrounding the Mediterranean Sea.

Applicable law: the law of one of the countries where an insured event has occurred within the area of cover indicated under this heading. For this cover a waiting period of three months is applicable.

Legal assistance is not provided if it involves a car that:

- a. Has been purchased second hand without a BOVAG guarantee certificate or equivalent guarantee;
- b. Is or will be involved in a third-party action.

Legal assistance for consumer contract disputes car

You are entitled to legal assistance for legal disputes of the insured person concerning the purchase, maintenance, repair or servicing of the insured car. This cover applies if the insured person is acting as the claimant or defendant. The area of cover is: the Netherlands, Belgium, Luxembourg and Germany. Applicable law: Dutch, Belgian, Luxembourg or German law. For the cover a waiting period of three months is applicable.

No legal assistance is provided in legal disputes concerning cars that are purchased second hand without a BOVAG guarantee certificate or equivalent guarantee.

3.4.5 When is legal assistance provided?

Legal assistance will be provided if an event results in a legal dispute that can be defined concretely.

If in respect of an event no entitlement to compensation can be derived from this insurance, the ensuing and/or connected legal disputes are also excluded from cover.

If it is doubtful whether the event reported by the insured person results in a legal dispute, the insured person has to demonstrate, on request of SRK, the existence of the legal dispute by means of an expert report that gives a definite answer about the cause, perpetrator and actual consequences of an event. If the report contains sufficient arguments for legal action, SRK will compensate the (reasonable) costs for drawing up the report.

The reported cases are in principle handled by the employees of SRK. The primary objective of SRK will always be 'an amicable settlement', wherever possible. SRK itself will provide assistance, wherever possible, if legal proceedings will have to be conducted.

SRK will (continue to) provide legal assistance, insofar as there is a reasonable chance in the opinion of SRK to achieve the intended result. If success cannot reasonably be expected, SRK will inform the insured person of this, supported by reasons.

3.4.6 Which costs are reimbursed?

There is a payment for:

- a. The fees and disbursements of the legal assistance provider engaged in accordance with these terms and conditions such as a lawyer, local counsel, bailiff or other legally qualified expert and loss adjuster;
- b. The costs of the proceedings and court costs, the costs of arbitration or the costs of a binding opinion. This does not include redemption sums, fines and other punitive measures;
- c. The costs of witnesses in legal and administrative proceedings insofar as awarded by a court;
- d. The costs of the other party, insofar as these costs are for the account of the insured person as a result of a court ruling, arbitral award or binding opinion;
- e. The necessary travel and accommodation costs of the insured person, to be incurred in consultation with SRK, if a foreign court orders his personal appearance. The maximum reimbursement is based on the travel expenses – second class – by train or by boat, or the costs of a flight, insofar as these costs – including the accommodation costs – do not exceed the costs of the train or boat trip, including the accommodation costs. For accommodation costs a maximum reimbursement of €125 per day applies.

SRK is entitled to pay the costs of legal assistance directly to the party concerned. If in the course of proceedings, arbitration or a binding opinion the other party is ordered to pay the costs, the amount of these costs, insofar as the costs are for the account of SRK, will be credited to SRK.

If the insured person is able to set off the VAT against the VAT payments owed by him, this VAT surcharge will not be eligible for reimbursement.

If pursuant to a contractual or statutory provision, the insured person is able to obtain full or partial reimbursement, these costs are not eligible for reimbursement under this insurance. To compensate for the costs advanced by SRK, SRK will provide assistance to the insured person in reclaiming or recovering these costs.

3.4.7 What costs will be reimbursed in case of a class action?

If others have a concrete interest in an action by one or more insured persons on the same legal ground and without there being a conflict of interest between them, regardless of whether they take no action at all or are only partly involved in the event, SRK will reimburse the costs of legal assistance in proportion of the interested insured person(s) to the total number of parties concerned.

3.4.8 *What is the cover in case of damage by an insolvent third party?*

SRK will pay out the material damage – up to a maximum of €1,000 per event – if all the following requirements have been met:

- a. It has been proven, or it is plausible, that a third party is liable solely based on an unlawful act within the meaning of the Dutch Civil Code committed by this third party.
- b. Recovery from that third party is not possible solely on account of his inability.
- c. A full or partial recovery or compensation of the damage partially or in full was not possible.
- d. The indigent third party was living in the Netherlands at the time of the event.

By accepting the payment referred to here, the insured person transfers all rights related to the damage to be recovered to SRK.

This cover applies exclusively to the passenger car insured on the policy schedule and any trailer, insofar as these are not rented out or used as a taxi or for teaching purposes.

3.4.9 *What are the general limitations and exclusions?*

No rights can be derived from this supplementary insurance if:

- The insured person fails to comply with his obligations as set out in the policy conditions and consequently the interests of SRK/us have been harmed. This occurs in any case if:
 - The case is reported at such a late stage that SRK:
 - Is no longer able to provide legal assistance itself, or would only be able to provide this with an additional effort or with additional costs;
 - Would have to reimburse unnecessary legal costs and/or other costs of legal assistance;
 - Can no longer reach an amicable settlement or can only do this with additional costs;
 - The insured person failed to supply SRK with all the information required;
 - The insured person does not follow the instructions of SRK, the legal assistance provider such as a lawyer, the other legally qualified expert or the loss adjuster;
 - The insured person engages a legal assistance provider such as a lawyer, other legally qualified expert, mediator or a loss adjuster without permission of or consultation with SRK;
 - The insured person approaches the other party in relation to the case without prior consultation with SRK, the contracted legal assistance provider such as a lawyer or legally qualified expert.
- The insured person upon making a claim under the insurance, provided an incorrect or incomplete representation of the facts which he should have reasonably understood would harm the handling of the case or the interests of SRK;
- The insured person can derive rights from another insurance policy, whether or not of an earlier date, which provides for the compensation of the damage, legal assistance, the provision of security or the reimbursement of costs of legal assistance, and the insured person has already invoked that other insurance policy;
- The insured person failed to inform us of important changes (see the cases mentioned in article 3.1.5);
- It involves a claim of an insured person, other than yourself, against the liability insurer of another insured person;
- The event that gives rise to the need for legal assistance is the intended or foreseeable consequence in accordance with reasonable criteria of acts or omissions of the insured person or if the insured person has knowingly and willingly accepted the possibility of the event taking place, in order to gain or retain any advantage;
- The insured person in a criminal case is suspected of an offence committed with (conditional) intent or is (also) charged with intent. The costs that are reasonably made for

- legal assistance will solely be reimbursed after the insured person has been acquitted or discharged from prosecution by a final decision;
- In connection with bankruptcy of the insured person a trustee has been appointed to manage and liquidate the assets of the insured person. From that moment on, no further rights can be derived from this insurance for cases still pending with SRK or cases outsourced by SRK;
 - The event that gives rise to the need for legal assistance is caused by or is related to nuclear reactions or acts of war or wilful damage.

3.4.10 What are specific exclusions?

In addition to the exclusions mentioned in article 3.4.9 there will also be no cover when:

- Pursuant to a statutory provision or a judgment the driver of the car was not authorised to drive the car or did not have a legally prescribed valid driving license for the car;
- The car was used to participate in a speed competition, regularity rally, skill drive, skill competition or driving on a circuit, unless it involved a regularity rally, skill drive or skill competition fully taking place within the Netherlands;
- The car was rented out, whether or not with a driver, was used for other purposes than stated on the policy schedule, or the car is not a car for which driving license B or BE is valid, or was used with a trailer or semi-trailer;
- During the event the influence of alcoholic beverages or any stimulating or intoxicating substance (which also includes medicines) was such that safely participating in traffic as a driver or otherwise should not be considered possible or that participation in traffic is prohibited according to the law of the country in question.

The exclusion under d will not be invoked if the legal assistance in connection with being under the influence as mentioned above constitutes part of the legal assistance related to the recovery of damage from a the legally liable third party as a consequence of a road accident.

The exclusions stated in this article do not apply to the insured person in his capacity as owner/holder of the car involved, who is able to demonstrate that the circumstances referred to therein occur without any knowledge on his part and he cannot reasonably be blamed for these circumstances.

3.4.11 What are the obligations in the event of damage?

Reporting the case and obligations of the insured person

If an event occurs in which the insured person can derive rights from this insurance, he is under the obligation to:

- a. Report the event as soon as possible to SRK stating all information, facts and circumstances that led to the event;
- b. Provide all cooperation requested by SRK, including for the recovery of costs;
- c. To continue to inform SRK of new facts and developments in the case and to fully cooperate in the implementation of this insurance, also if the case is handled by a legal assistance provider such as a lawyer or a legally qualified expert;
- d. To refrain from doing anything that could harm the interests of SRK/us;
- e. Take civil action in criminal proceedings as a civil part at the request of SRK.

Authorisation to SRK

By reporting the event the insured person authorises SRK, to the exclusion of anyone else, - both in and out of court - to represent his interests.

3.4.12 Engaging legal assistance providers such as lawyers and other legally qualified experts

- In case of legal or administrative proceedings, the insured person has the right to choose a legal assistance provider such as a lawyer.
- If due to the terms and conditions or in the opinion of SRK, a case has to be subcontracted outside of SRK to a legal assistance provider such as a lawyer or other legally qualified expert, the insured person has the right to appoint the legal assistance provider of his choice. In case the insured person has no preference, SRK gives an assignment to a legal assistance provider such as a lawyer or other legally qualified expert of its choice.
- Solely SRK has the competence to give the assignment on behalf of the insured person to the legal assistance provider such as a lawyer or other legally qualified expert.
- If the Dutch court has jurisdiction, only legal assistance providers such as a lawyer and other legally qualified experts are eligible who are registered or legally in the Netherlands and who have their business address in the Netherlands.
- If a foreign court has jurisdiction, only legal assistance providers such as a lawyer and other legally qualified experts are eligible who are registered or legally admitted at that relevant foreign court.
- If legal assistance is required immediately in case of a road accident outside of the Netherlands, the insured person must contact VHD/Europ Assistance through the number stated on your International Motor Insurance Certificate ('green card').
- If a legal assistance provider such as a lawyer or other legally qualified expert has been engaged, the insured person is under the obligation – whether or not by means of his legal assistance provider such as a lawyer or his expert – to keep SRK informed of the progress.
- Before initiating legal remedies or performing work outside the assignment given by SRK, the legal assistance provider such as a lawyer or other legally qualified expert must have permission from SRK.
- Per reported event, SRK will only give one legal assistance provider such as a lawyer or one other legally qualified expert the assignment to provide legal assistance.
- SRK is not liable towards the insured person for any claims that may result from the choice of a legal assistance provider or other legally authorised expert or the services provided by them.

3.4.13 What happens in case of a conflict of interest between insured persons?

If your other party also reports in the capacity of insured person to SRK, SRK will inform you of this. You and your other party may then engage a legal assistance provider such as a lawyer or other legally qualified expert in accordance with the provisions of article 3.4.12. This only applies if both parties report to SRK as insured person under two different policies if they are both entitled to legal assistance provision by SRK.

3.4.14 What are the conditions for engaging experts?

- If SRK is of the opinion that a loss adjustment report should be issued, then SRK will arrange for the engagement of the loss adjuster and give him the assignment on behalf of the insured person.
- If the insured person disagrees with the loss adjustment report, he is free to have another loss adjuster draw up a second report at his own expense.

- If SRK involves the second report in the case, then the costs related to that report will be reimbursed to the insured person.
- SRK is not liable towards the insured person for any claims that may result from the choice of the loss adjuster or the services provided by the loss adjuster.

3.4.15 Which conditions apply in the event of surrender?

Instead of providing (further) legal assistance, SRK is entitled to offer the insured person an amount that equals the financial interest. The rights of the insured person arising from the insurance in respect of this event will lapse after payment of the amount.

3.4.16 When do the costs incurred have to be repaid?

The insured person is under the obligation to compensate the damage that arises for SRK or for us, if he fails to comply with an obligation that results from the insurance agreement or if he withdraws his authorisation for the handling of the reported case, without prejudice to the further provisions of these terms and conditions.

3.4.17 What does the dispute settlement procedure entail?

Disputes on the handling by SRK

In the event of disagreement between SRK and the insured person on the settlement of the dispute for which this insurance has been invoked the following applies:

The insured person may invoke the dispute settlement procedure below if he disagrees with SRK's notification that, pursuant to article 3.4.5 of these terms and conditions, there is no reasonable chance of achieving the intended result or if he disagrees with the method of legal approach of the case. In that case, the insured person will have to inform SRK in writing why he disagrees with SRK, based on the facts and circumstances known to SRK, supported by reasons.

The dispute settlement procedure includes the following:

- a. SRK requests a lawyer registered in the Netherlands, insofar as this lawyer is not employed by SRK, to advise on the question whether further handling of the case has a reasonable chance to achieve the intended result, or whether or not the legal approach of the case is the right approach. The lawyer takes into consideration both the points of view of SRK and the insured person.
- b. The insured person has the right to select a legal representative. If the insured person does not have a lawyer of his choosing, SRK consults with the insured person on which lawyer will be asked to provide his legal advice.
- c. SRK ensures that the file is sent to the chosen lawyer, enabling him to provide his legal advice.
- d. The advice given will be binding for SRK.
- e. SRK pays the costs of this legal advice.
- f. If the lawyer shares the opinion of the insured person, then SRK may further handle the case in accordance with the legal advice given. If SRK does not further handle the case itself, then the insured person has free choice on who will further handle the case in accordance with the legal advice given. The lawyer or a colleague of his engaged under this dispute settlement procedure is not allowed to further handle the case. SRK will give a written assignment for the further handling of the case.
- g. If the lawyer shares SRK's opinion then the insured person may pursue the case and continue at his own expense. If it is evident from the final outcome of the case – that the

insured person has to send to SRK within one month after the decision had been made – that the intended result was achieved entirely, then SRK will compensate the costs made as yet, as stated in 3.4.6 of these terms and conditions. If the intended result was only partially achieved, then SRK will compensate these costs relative to the result achieved in the proceedings.

- h. The insured person is not entitled to invoke the dispute settlement procedure if, with the approval of the insured person, SRK has already engaged a lawyer, insofar as he is not employed by SRK, or another legally qualified expert, for the handling of the case or a lawyer has already give advice in the context of the dispute settlement procedure.

Disputes on whether or not providing cover

You may bring legal action against SRK if SRK is of the opinion that the insured person cannot derive any rights from this insurance. If the court decides in your favour, SRK will compensate reasonably made costs as stated in 3.4.6 of these terms and conditions.

3.4.18 What is the amount of excess?

The insured person cannot derive any rights from this insurance if the financial interest of the insured person is less than €75. This provision does not apply to legal assistance in a criminal case.

3.4.19 What is your obligation with regard to your address?

After reporting a case to SRK, the insured person has to ensure that his address is known by SRK at any time.

3.4.20 What can you do when you have a complaint about SRK?

Where to go?

Do you have a complaint about SRK? Please submit your written complaint to:
SRK-klachtenbureau (SRK complaints department)
Oude Middenweg 17 2491 AC Den Haag

How does the complaints department operate?

The complaints officer of the SRK-klachtenbureau investigates your complaint and will handle your complaint. He will contact you as soon as possible or will send you a notification that your complaint has arrived within five working days. Within ten working days after receipt, you will receive a substantive response to your complaint.

Do you disagree with SRK's response?

- If you do not agree with SRK's response, you can subsequently submit your complaint to us.
Klachtencommissie (Complaints Committee)
De Goudse
Postbus 9, 2800 MA Gouda

- Do you disagree with the decision of the complaints committee? You can then submit your complaint or the dispute to the Kifid.
The Financial Services Complaints Board (Kifid)
Postbus 93257, 2509 AG Den Haag
0900 355 22 48
kifid.nl

In case you do not wish to make use of these options or you consider the handling or the outcome to be unsatisfactory, you can submit your complaint or the dispute to court.

This information is also mentioned in the General Terms and Conditions of your Private Package Online.

3.4.21 *How are your personal data used?*

SRK uses your data in the following ways:

1. After the report of a case to SRK Rechtsbijstand, your data are processed by SRK. SRK uses these data:
 - To provide legal assistance and/or legal services;
 - For efficiency management;
 - To prevent and combat fraud.
2. SRK informs us of:
 - The fact that you have reported a case;
 - Which jurisdiction and type of damage the case concerns;
 - The related costs incurred by SRK internally and/or externally.
3. Personal data are processed by SRK in accordance with the Personal Data Protection Act (Wet bescherming persoonsgegevens) and the Code of Conduct for the Processing of Personal Data by Financial Institutions (De Gedragscode Verwerking Persoonsgegevens Financiële Instellingen).
The full text of the code of conduct can be obtained from the Verbond van Verzekeraars (Dutch Association of Insurers), Postbus 93450, 2509 AL Den Haag (telephone 070 - 3338500) or can be consulted on the website verzekeraars.nl
4. Personal data provided to us by SRK and other data mentioned under 2 may also be processed in the Centraal Informatiesysteem (CIS – Central Information System) for insurance companies operating in the Netherlands, owned by the Stichting CIS (CIS foundation), that is based at Huis ter Heideweg 30, Postbus 124, 3700 AC, Zeist, stichtingCIS.nl. If required, SRK is also allowed to provide the relevant data to the CIS on our behalf. Other insurance companies have access to the CIS to assess and accept potential clients and to ensure safety and integrity within the industry.
5. As a result of the fact that not just you in your capacity of the policyholder but also other insured persons may invoke this legal expenses insurance, it is hereby recorded that you are responsible to also inform other interested parties in this insurance on the notifications included in this article. As, if necessary, the insured persons will make use of this insurance policy, via you as policyholder.
6. Notification of the processing of personal data was made on 9 August 2002 at the Dutch Data Protection Authority (College bescherming persoonsgegevens) (notification number 1029513).

7. At any time, you may request in your capacity of policyholder a full overview of the personal data processed by SRK. You may request data to be rectified, deleted and/or blocked if the data:
 - Are inaccurate or incomplete;
 - Are irrelevant for the purposes of processing;
 - Are processed in breach of the law.
8. A request to this end may be addressed to the management of SRK Rechtsbijstand.

3.4.22 When does the Legal expenses car insurance end?

In addition to the reasons mentioned in the General terms and conditions and the Additional terms and conditions Car, the supplementary Legal expenses car insurance also ends:

- In the event of bankruptcy of the policyholder;
- In the event of death of the policyholder.

List of definitions

Trailer

A trailer, caravan, or another object that is considered equivalent under the Dutch Motor Insurance Liability Act (Wet aansprakelijkheidsverzekering motorrijtuigen), irrespective of the number of wheels.

For the Trailer cover, this refers to the trailer you insured with us.

Purchase value

The purchase value of the car stated on the original invoice of a BOVAG company or brand dealer.

Accessories

The components and objects attached to or within the car that have been attached by you or a previous owner that are not included in the list price. Therefore, this excludes any accessories and options ex factory.

Ex factory

Anything that has been built in in the factory.

Car

The car stated on your policy schedule. This is the car ex factory without trailer and without any adjustments made compared to the version that the manufacturer or importer introduced into the market, unless those adjustments have been explicitly included under the policy.

Beneficiary or beneficiaries

The person(s) to whom the payment must be made in accordance with the terms and conditions.

Driver

The person who is driving the car.

List price

The price of the car as stated in the price list of the manufacturer/importer.

Current market value

The value of the car and/or accessories immediately before the loss event. This value may be determined by a loss adjuster. The current market value of a lease car is never lower than the book value according to the lease contract immediately before the loss event.

Cover/covered

Being insured; entitlement to the insurance.

Area of cover

The geographical area where the cover applies. The cover is not valid in the countries that are crossed out on your International Motor Insurance Certificate ('green card').

Loss adjuster

A loss adjuster is a qualified expert who assesses and determines the damage.

For the Legal expenses car insurance a loss adjuster is a qualified expert that compiles a report to support the case. A loss adjuster may possess expertise, for instance, in the area of:

- Agricultural affairs;
- Cars and motorcycles;
- Construction;
- Medical affairs;
- Technical affairs.

Event

The actual occurrence or a series of related occurrences from which the damage resulted. If a series of related occurrences is involved, the time of the first occurrence in that series is conclusive to determine the time of the event.

For the Legal expenses car insurance an event is understood to be an occurrence that gives rise to a legal dispute and as a result the insured person has a need for legal assistance. A legal dispute is deemed to have arisen when there is a conflict of interest with the other party for the first time. If a series of related occurrences is involved, the time of the first occurrence in that series is conclusive to determine the time of the event.

Covered

See under: Cover/covered.

Occupants

The driver and all other occupants of the car, if they:

- Are seated in the car with the permission of the policyholder;
- Get in or get out of the car;
- After having got out of the car:
- During the journey to perform or to help perform an emergency repair to the car at the roadside;
- Are at a service station where the car is being filled up.

Occupants of a motor vehicle, train, tram, trolley bus or metro

Those who:

- Get on or get off these;
- Are sitting inside these;
- (if it involves a motor vehicle) after having got out of the motor vehicle:
 - During the journey to perform or to help perform an emergency repair to the car at the roadside;
 - Are at a service station where the car is being filled up.

Acts of war or wilful damage

Acts of war or wilful damage involve:

- Armed conflict

Each case in which states or other organised parties fight one another, or at least one party

fighters the other party, with the use of military weapons. We also consider armed conflict to include armed action by the United Nations Peacekeeping forces.

– Civil war

A more or less organised violent conflict between inhabitants of the same state in which a major part of the inhabitants of that state is involved.

– Rebellion

Organised violent resistance within a state directed against the public authorities.

– Civil commotion

More or less organised violent acts occurring in different places within a state.

– Riot

A more or less organised local violent movement directed at the public authorities.

– Mutiny

A more or less organised violent movement of members of any armed force directed against the authority under which they resort.

Motor vehicle

Any other motor vehicle than the car. This must be a motor vehicle under the Dutch Motor Insurance Liability Act (Wet aansprakelijkheidsverzekering motorrijtuigen).

Natural disaster

Flood, tidal wave, inundation, hail, earthquake, volcanic eruption, avalanches, falling rocks, collapse, landslide.

New-for-old value

The list price valid at the time of damage applies to a new car of the same brand, type and series and in the same or similar version.

Accident

We consider an accident to be a sudden and unexpected force that impacts the body externally. The insured person must have incurred bodily injury directly and in one instant as a consequence of this force. This injury must be medically determinable.

Accident

This description only applies to the Accident insurance for occupants.

We consider an accident to be a sudden and unexpected force that impacts the body externally. The insured person must have incurred bodily injury directly and in one instant as a consequence of this force. This injury must be medically determinable.

Under the Accidents insurance occupants an accident is also considered to be:

a. Acute poisoning. You have been acutely poisoned because you suddenly and involuntarily ingested:

- Gases;
- Fumes;
- Liquids; or
- Solids.

Have you been poisoned by the use of medicines or have you ingested allergens? In that case we do not pay out a benefit.

b. Contamination by germs or an allergic reaction. Your contamination or allergic reaction must have occurred as a direct consequence of your involuntary fall into water or another

- substance. Or because you went into the water or the substance to save a person, animals or objects.
- c. The unwanted and sudden intake of substances or objects in the intestinal tract, respiratory tract, eyes or ears causing internal injury. This does not include the entry of germs or allergens.
 - d. Suffocation, drowning, freezing, sunstroke and heat stroke.
 - e. Exhaustion, starvation, thirstiness and sunburn. Only if these are the consequence of unforeseen circumstances.
 - f. Wound infection or blood poisoning. This must have occurred because germs have entered in an injury. This only applies if this injury is the consequence of an accident covered under the insurance.
 - g. Complications or worsening of an injury. This injury must be the consequence of an accident covered under the insurance. And the worsening or complications must be a direct consequence of the administering of first aid, or of the medical treatment.

Us/our

Se under: We/us/our

Unlawful act

An unlawful act is:

- An infringement of a right; or
- An act or omission in violation of a statutory obligation of what is appropriate in society in accordance with unwritten law.

Explanation

If you suffer damage caused by someone else, you may claim compensation. The condition is that the other person is liable for the damage. In general, a person is liable if he has committed an unlawful act and is at fault. Someone, for instance, acts unlawfully if he does not give you way in traffic.

Partner

Spouse or registered partner.

Personal injury

This involves injury to a person. It must involve injury or impairment of health. The person may also die. Personal injury also includes all the ensuing loss.

Legally qualified expert

An expert who may provide the necessary legal assistance pursuant to the regulations on the right to bring an action in the legal or administrative proceedings.

Damage

Personal injury and/or property damage including the ensuing loss.

Storm

Storm involves a wind speed of at least 14 metres per second (Wind force 7 or more).

Total loss

Total loss is involved in cases described in:

- 2.2.2 under the heading ‘When do we compensate the costs of repair?’;
- 2.2.3 under the heading ‘When do we compensate the costs of repair?’;
- 2.2.3 under the heading ‘What compensation do we pay?’.

You/your

The person who has entered into the insurance agreement and the person to whom the insurance applies. This involves therefore the policyholder and other insured persons.

Road accident

A collision, crash or run over which involves at least one motor vehicle circulating in traffic. In this respect ‘motor vehicle’ also includes a train, tram, bus or metro.

Insured person(s)

The insured persons are the persons to whom the insurance applies. They can also be the subject of the insurance.

For the Car insurance, the insured persons are:

- the policyholder, the owner, the holder, the driver and the passengers of the car;
- their employer insofar as he is liable for their actions as employer.

For the components Limited cover body work, Full cover body work, Accessoires package and Trailer, only the policyholder is entitled to cover.

For the Accident Insurance for occupants the insured persons are: the occupants.

For the Traffic accident insurance, the insured persons are:

1. For the cover that applies to occupants: the occupants;
2. For the cover that applies to the family: the policyholder, the family members living in with the policyholder, the children of the policyholder living away from home for educational purposes.

For the Legal expenses car insurance the insured persons are the persons listed in article 3.4.2.

Policyholder

The person who has entered into the insurance package with us. If you have damage, you are entitled to payment under the terms and conditions of the policy.

Waiting period

The waiting period is the period in which no rights can be derived from the insurance. This period starts on the commencement date of this insurance and is further specified in the extent of the cover. The waiting period does not apply if this insurance has been concluded immediately following another legal expenses insurance, insofar as the insured person could have derived equal rights from it for the notified case.

We/us/our

Goudse Schadeverzekeringen N.V. also abbreviated as De Goudse.

Property damage

This is damage to or the loss of immovable and moveable property, including animals. Property damage also includes all the ensuing loss.