

## Guide to the policy

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## TERMS & CONDITIONS FOR LIABILITY INSURANCE

KOV AVP

*In case of doubt or discussion, the stipulations in the Dutch version shall apply.*

The Specific Terms & Conditions set below apply only if the policy document shows that the relevant elements are included in the insurance. Where provisions in these Specific Terms & Conditions differ from the provisions of the General Terms & Conditions KOV ALG, the provisions of these Specific Terms & Conditions apply.

### Art. 1 Insured

#### 1.1 Insured as a household

The following persons qualify as insured:

- a. the policyholder and his or her spouse living with the policyholder;
- b. the persons living with the policyholder as a household;  
and:
- c. their underage children, including adoptive and stepchildren;
- d. their adult unmarried children, including adoptive and stepchildren, who live with them or live away from home for purposes of their studies or a work placement;
- e. their grandparents, parents, parents-in-law and unmarried relatives by blood and otherwise who live with them;
- f. their houseguests, insofar as their liability is not covered by another insurance policy;
- g. their household staff, insofar as their liability relates to their work for any of the insured.

#### 1.2 Insured as a single

If the policyholder is insured as a single, the following persons qualify as insured:

- a. the policyholder;
- b. his or her houseguests, insofar as their liability is not covered by another insurance policy;
- c. his or her household staff, insofar as their liability relates to their work for any of the insured.

### Art. 2 Capacity

This insurance covers liability on the part of the insured in a private capacity. It does not cover liability relating to the conduct of a primary or secondary business or profession or the performance of paid manual labour.

These capacity-related restrictions do not apply to:

- a. household staff as meant in Article 1 (insured);
- b. the children listed in items c and d of Article 1.1 (insured as a household), if they carry out work, whether paid or unpaid, for others besides the insured during their holidays or in their spare time;
- c. an insured in the performance of any of the professions listed below or while carrying out resulting paid manual or other labour:
  - geriatric care worker
  - dietician
  - spiritual counsellor / minister
  - childcare worker/host parent
  - demonstrator
  - poll-taker
  - musical conductor or choirmaster
  - social worker;
- d. an insured while carrying out unpaid volunteer work;



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### e. voluntary assistance:

For damage to persons other than any of the insured while providing assistance, free of charge, to help prevent:

1. death or bodily injury, or
2. imminent damage to objects of an insured.

Civil law serves as the standard for claim settlements. No compensation will be provided if the claim is filed by any person other than the natural person directly injured or his or her surviving dependants.

This insurance does not cover claims on the part of the employer/principal, his/her/its successors in title or surviving dependants that are based on damage caused in the performance of the work described in items b to e of Article 2.

Where claims that are based on damage caused in the performance of the work described in items b to e of Article 2 are covered by another policy, whether of a prior or later date, the Company is only obliged to provide compensation insofar as that other policy does not entitle the insured to compensation. A policy excess under an insurance policy taken out elsewhere does not qualify for compensation.

## Art. 3 Scope of the coverage

### 3.1 Liability/damage

The insurance covers liability on the part of the insured, in their capacity as set out above, for damage that was caused or occurred while the insurance was in place, subject to a maximum for all the insured together of the amount per event specified in the policy document.

All references in these Terms & Conditions to damage are understood to mean bodily injury and/or material damage.

#### a. Bodily injury:

Bodily injury is understood to mean: damage caused by injury or harm to a person's health, whether fatal or otherwise, including the damage resulting therefrom;

#### b. Material damage:

Material damage is understood to mean: damage caused by harm to and/or destruction and/or loss of objects belonging to persons other than the insured, including the damage resulting therefrom.

### 3.2 Mutual liability

The liability of the insured described above in relation to one another is only insured insofar as the insured in question suffer bodily injury and insofar as those insured do not have any other claims in connection with the event. No compensation will be provided if the party making the claim is not a natural person directly involved in the event or his or her surviving dependants.

This insurance covers liability on the part of an insured in respect of household staff during the performance of their work, including liability for material damage.

### 3.3 Costs of legal proceedings and statutory interest

Compensation will be paid on top of the sum insured for:

- a. the costs of procedural and legal assistance that are incurred with the approval of or at the request of the Company;
- b. the statutory interest on the claims insured.

### 3.4 Security

If, to protect the interests of the injured parties, a government authority requires monetary security in connection with damage covered by the insurance, the Company will provide that security, subject to a maximum of 10% of the sum insured.

The insured are obliged to authorise the Company to reclaim the security as soon as it is released, and to provide their full cooperation to ensure that the security is refunded.

### 3.5 Immovable property

This insurance covers the following with regard to immovable property:

- a. liability on the part of the policyholder or of an insured living with the policyholder, in his or capacity as owner of:
  1. the building or houseboat in which he or she resides, including the related structures, even if part of the object is let out;
  2. a home or houseboat, including the related structures, in which he or she previously resided or in which he or she will reside in the future;
  3. a second home or houseboat, holiday home, static caravan or cabin on an allotment complex situated in Europe, provided that that object is not intended exclusively to be let to third parties.

- b. liability of the part of an insured for damage to the holiday home rented by him or her for holiday purposes or to the contents of that holiday home, caused by fire or water flowing from the pipes, fittings or appliances in the home as a result of a sudden uncertain event.
- c. liability of an insured for damage caused by an aerial or dish antenna, including for damage caused to a building or houseboat that the insured has rented and in which he or she resides.

The exclusion described in Article 4.2 (care, custody or control) does not apply to the provisions set out in items b and c of Article 3.5.

### 3.6 Favours

If an insured causes damage to others besides the insured for which he or she is not liable on the grounds that his or her actions were performed as a favour, the Company will nevertheless provide compensation up to a maximum of € 12,500.= per event.

## Art. 4 Exclusions

### 4.1 Intent

This policy does not cover liability:

- a. on the part of an insured for damage caused by and/or stemming from any intentional unlawful act or omission on the insured's part that is aimed at a person or object;
- b. on the part of an insured who is part of a group for damage caused by and/or stemming from any intentional unlawful act or omission, aimed at a person or object, on the part of one or more persons belonging to that group, even where the act or omission was not committed directly by the insured;

The intentional nature of such acts or omissions is not diminished by the circumstance that the insured or, if he or she is part of a group, one or more of the persons belonging to that group, is or are under the influence of alcohol or other substances to such a degree that he or she or they is or are incapable of exercising his, her or their own will.

### Sexual acts

This policy does not cover liability:

- c. on the part of an insured for damage caused by and/or stemming from his or her sexual or sexually suggestive acts, whatever their nature;
- d. on the part of an insured who is part of a group for damage caused by and/or stemming from sexual or sexually suggestive acts, whatever their nature, on the part of one or more persons belonging to that group, even where the act or omission was not committed directly by the insured.

### 4.2 Care, custody and control

This insurance does not cover liability for damage:

- a. to objects in the care, custody or control of an insured or in the care, custody or control of another person on behalf of the insured:
  - 1. pursuant to a rental, hire-purchase, lease or pledge agreement or usufruct (including the right of use and occupancy);
  - 2. pursuant to the conduct of a primary or secondary business or profession or the performance of paid manual labour except as a favour.
- b. to objects in the unlawful care, custody or control of an insured, unless the insured in question has not reached the age of 14;
- c. to motor vehicles, mobile or static caravans, collapsible caravans, motorboats or sailing boats (including windsurf boards) or aircraft in the care, custody or control of an insured or in the care, custody or control of another person on behalf of the insured;
- d. consisting of and/or stemming from loss or theft of money, negotiable instruments or bank, checking, debit or credit cards in the care, custody or control of an insured or in the care, custody or control of another person on behalf of the insured.

Other instances of liability for damage to objects in the care, custody or control of an insured besides the situations described in items a to d of this Article 4.2 are covered up to a maximum of €12,500.= per event.

The coverage for liability for fire or water damage to rented holiday homes, for damage caused by an aerial to the rented building and for damage as a passenger as described in Articles 4.3 (motor vehicles), 4.4 (boats) and 4.6 (aircraft) remains fully applicable.

## 4.3 Motor vehicles

This insurance does not cover liability for damage caused with or by a motor vehicle of which an insured is the owner, possessor, driver or user.

However, this exclusion does not apply to:

- a. passenger risk  
liability for damage caused as a passenger of the motor vehicle, including damage to that motor vehicle. However, the provisions set out in Article 3.2 (mutual liability) and Article 4.2 (care, custody or control) remain fully applicable;
- b. household staff  
liability for damage caused by household staff with or by a motor vehicle that is possessed or owned by none of the other insured besides the household staff, insofar as the policyholder or one of the persons living with him or her as part of his or her household is liable for that damage;
- c. motorised mowers, children's toys etc.  
liability for damage caused with or by motorised mowers, children's toys and similar consumer items with a top speed of 16 kilometres per hour, or remote-controlled model cars;
- d. electrically assisted pedal bicycles;
- e. trailers, including caravans with a caravan mover, unless hitched to a motor vehicle, where the damage was caused after the trailer was unhitched or came loose and stopped safely off the road.

The coverage described in items a to c of this Article 4.3 does not apply insofar as the liability is covered by another insurance policy.

## 4.4 Boats

This insurance does not cover liability for damage caused with or by a boat for which the operator requires a navigation licence.

However, this exclusion does not apply to:

- a. model boats  
liability for damage caused with or by remote-controlled model boats, except where those boats are equipped with an outboard motor or other motorised propulsion with a performance in excess of 3 kw (approximately 4 horsepower);
- b. passenger risk  
liability on the part of an insured as a passenger on a boat, including damage to that boat;
- c. houseboat  
liability for damage caused with or by a houseboat on which the insured is resident and that is tied up at its regular mooring, with the related structures.

The coverage described in items a to c of this Article 4.4 does not apply insofar as the liability is covered by another insurance policy.

## 4.5 Joyriding

This insurance does not include liability for damage caused while joyriding in a motor vehicle or boat.

However, this exclusion does not apply if the person who caused the damage has not reached the age of 18.

In deviation from the provisions set out in Article 4.2, this insurance also covers liability for damage to the motor vehicle or boat used for the joyride, subject to a maximum of €10,000.= per event.

Joyriding is understood to mean any instance of unlawful use of a motor vehicle or boat without the intention of appropriating that motor vehicle or boat.

This policy does not cover liability:

- a. in cases of theft or misappropriation of the motor vehicle or boat;
- b. in cases of joyriding without violence, if liability insurance has been taken out for the motor vehicle or boat.

## 4.6 Aircraft

This insurance does not cover liability caused with or by an airplane, model airplane, hang glider, target airplane, parachute, glider, airship, model rocket, kite or balloon with a diameter greater than 1 metre when fully inflated.

However, this exclusion does not apply to:

- a. liability for damage caused with or by model aircraft with a maximum weight of 20 kilograms, kites with a maximum surface area of 1.5 m<sup>2</sup>, delta planes, paragliders or parachutists;
- b. liability on the part of an insured as a passenger on an airplane; however, the provisions set out in Articles 3.2 (mutual liability) and 4.2 (care, custody or control) remain fully applicable.

The coverage described in items a and b of this Article 4.6 does not apply insofar as the liability is covered by another insurance policy.



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**4.7 Residence no longer in the Netherlands**

This insurance does not cover liability on the part of an insured who no longer resides in the Netherlands. The insurance ceases to be valid 30 days after the insured's departure. If the Company is given sufficient notice, the premiums paid for the remainder of the period will be refunded.

**4.8 Weapons**

This insurance does not cover liability for damage caused in connection with the possession and/or use of weapons as defined in the Dutch Weapons and Ammunition Act (*Wet Wapens en Munitie*) for which the insured does not possess a permit.

Liability for damage caused in connection with the possession and/or use of firearms while hunting is covered only insofar as that liability is explicitly included in the insurance; see the policy document.

**4.9 Contractual liability**

This insurance does not cover liability on the insured's part that stems from a contractual obligation entered into by or on behalf of the insured.

**4.10 Geographic scope**

With due observance of the provisions set out in Article 4.7 above (residence no longer in the Netherlands), the insurance is valid worldwide.

**Art. 5 Policy excess**

The standard excess is stated on the policy schedule.

If an extra voluntary excess was chosen, this is stated on the policy schedule. We add the voluntary excess to the already effective excess.

We deduct the excess from the compensation amount.

**Art. 6 Claim settlements**

The Company is at all times entitled to directly compensate injured parties or settle disputes with them. If the compensation payable consists of periodic payments, and if the value of those payments exceeds the sum insured, taking into account any other form of compensation that applies, the duration or amount of the payments will be recalculated proportionately.

Claims from injured parties for compensation for bodily injury will be handled with due observance of the matters set out in Article 954 of Book 7 of the Dutch Civil Code.

**Art. 7 Provisions for criminal proceedings**

The Company is entitled to contract legal counsel to assist an insured against whom criminal charges are brought. The insured is obliged to cooperate in that assistance. The Company cannot oblige an insured who has been sentenced to object to or appeal the judgment. However, if failure on the part of the insured to notify the proceedings in the first instance, or failure to notify them on time, causes judgment to be handed down by default or means that the Company has not had the opportunity to provide the insured with proper assistance, the insured is obliged to object to or appeal the judgment if the Company so requires, on pain of loss of his or her rights.



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## Clause sheet accompanying the liability insurance policy

If the policy document specifies one or more of the clause numbers listed below, the substance of the relevant clauses supplements or replaces the provisions set out in the General and/or Specific Terms & Conditions.

Since the substance of an applicable clause may serve to increase or limit the scope of coverage, that substance has precedence over the provisions set out in the General and/or Specific Terms & Conditions.

### **M6015 Hunting risks**

If the policy document shows that hunting risks are covered by the insurance, the following conditions apply:

For hunters, liability under civil law, including hunting with a rifle, is insured in accordance with the requirements laid down in Article 3.26.1 c of the Nature Conservation Act (Wet Natuurbescherming)

#### **Insured:**

The following persons qualify as insured:

- The persons listed in the certificate of insurance or the policy

#### **Sum insured:**

The sum insured is €1,000,000.= per event for damage due to acts using a rifle.

#### **Geographic scope:**

The geographic scope of this insurance is Europe.

#### **Right of recourse:**

If the Company provides compensation for damage to an injured party pursuant to the Nature Conservation Act that is not covered by this insurance, the Company is entitled to recover the compensation plus costs from the person liable.