

**TERMS AND CONDITIONS PRIVATE TRAILER INSURANCE**

**KOV ALG  
KOV AHW  
CL AHW**

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**General terms and conditions KOV ALG**

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**Clauses Sheet Trailer Insurance CL AHW**

## General information

The English translations have no legal force and are provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of the Netherlands shall apply.

### What do you do in case of damage?

#### Has your trailer been stolen?

In that case immediately report the theft on [www.stichtingvbv.nl](http://www.stichtingvbv.nl). The theft is automatically reported to the police as well.

#### Report any other damage online

Go to your online policy folder.

#### Always immediately report to the police;

- The theft of your trailer. Did you report the damage at [www.stichtingvbv.nl](http://www.stichtingvbv.nl) ? This means an immediate police report.
- Attempted theft
- Vandalism
- Hit-and-run (collision with an unknown driver).

These are the terms and conditions of your car insurance. They form an integral part with your policy schedule. These describe exactly what you are insured for and which rules there are.

You are insured standard against liability and for assistance in case of accident or breakdown. You can also choose one of more additional insurance coverage. The policy schedule states the coverage and the insured amounts you choose. This tells you how you are insured, what you can expect from us and what we expect from you.

We have tried our best to keep these terms and conditions as simple as possible. If you still have questions, please contact us or your Aon insurance adviser.

### **1 What can you expect from us?**

You can expect from us that we treat you with respect. You can also expect that we establish the damage in the proper way and that we pay for insured damage. And that we help you to have the damage repaired as soon as possible.

### **2 What do we expect from you?**

We expect from you that you:

- Are honest and reasonable;
- Comply with the law;
- Give us the right information;
- Handle your property consciously and carefully;
- Do whatever it takes to prevent or minimize damage;
- Follow our instructions;
- Do nothing to prejudice our interests;
- Help us settle the damage as soon as possible by giving us all required data and documents as soon as possible;
- Report a criminal offence to the police. Such as break-in, theft, misappropriation, joyriding or damage by an unknown perpetrator;
- Also immediately report the theft of your car to the [Verzekeringsbureau Voertuigcriminaliteit](#) (VBV). You can report the theft on [www.stichtingvbv.nl](http://www.stichtingvbv.nl). Please do this as soon as possible. This increases the chances that your car is found. If you report a theft here, you do not have to report it to the police as well, this is done automatically;
- Report which other insurance possibly covers the damage;
- Input all important changes yourself in your online policy folder. Or inform us of any important changes, at least if:
  - You move or change your e-mail address;
  - Another person becomes the regular driver of your car;
  - You sold the car or the car is total loss;
  - You use the car in another way that you originally stated, for example (partially) for business instead of private use;
  - The registration has been put on someone else's name;
  - The car is abroad for 6 consecutive months or longer.

If you fail to comply with these rules that can have consequences for damage compensation or assistance. We can also suspend or terminate your insurance.

### **3 Which trailer is insured?**

This insurance is for a private trailer that you insured with us and that is on the policy schedule. All items that the manufacturer attached on, to or in your trailer are considered to be connected to the trailer. These terms and conditions shall refer to "trailer".

### **4 Who are insured?**

This insurance applies to the following persons:

- You the owner and the policyholder. The person who took out the insurance;

In these terms and conditions we shall address these persons as 'you'.

## 5 **Where are you insured?**

You are insured in the countries listed on your green card. You do not have coverage for the countries deleted on your green card.

## 6 **When does the insurance start?**

Your insurance starts on the date on the policy. You are only covered for events occurring during the term of the insurance.

## 7 **A new proposal for your insurance**

A month before your insurance expires, we shall send you a new proposal for your insurance. This states the premium for the next year. If you don't want to change anything, you don't have to do anything. You will remain insured. If you want to change your insurance, please contact your Aon advisor. You can also make the changes yourself in your online policy folder.

## 8 **When can you terminate your insurance?**

Did you take out insurance with us through our website? You then have a 14-day cooling-off period. During that time you can terminate the insurance from the commencement date. Did you already pay premium? We will pay that back.

Do you have an insurance with us for a longer period?

You can terminate your insurance with us whenever you want. You can do this in your online policy folder. Or you can inform your insurance advisor. The date always has to be in the future. Is the date not in the future? Then we will stop the insurance from the day that you inform us that you want to stop the insurance. You will be reimbursed for premium you paid in excess from the time that the insurance was stopped

## 9 **When can we terminate the insurance?**

We can terminate the insurance and inform you of that in advance in writing or by e-mail:

- If we decide not to present you with a new proposal at the end of the insurance term. We shall inform you 2 months in advance;
- If you do not pay the premium on time. In the article dealing with premiums (article 14) we shall explain what we do in that case;
- If we would not have offered you the insurance if you had given us the right information straightaway;
- If you report much and minor damage to us.

The insurance shall be terminated immediately if:

- You move aboard permanently. Are you moving within the EU? Then the insurance expires no later than at the end of the policy year;
- You no longer have an interest in the insurance. For example if you sell the trailer or if the trailer is no longer registered in your name. You have to report this to us within 8 days.

## 10 **What do we do if we discover fraud?**

If we discover fraud, we take several measures:

- We immediately terminate the insurance. We shall inform you of this by letter or e-mail and your insurance is terminated on the day that we send this letter or e-mail;
- We do not or only partially pay for damage;
- We recover from you all additional costs incurred for handling the damage;
- Did we already pay for the damage? Then we also let you repay the damage;
- We can report the fraud to the police;
- We register your details with the Central Information System (CIS).

Some examples of fraud are:

- You deliberately gave false information when you took out the insurance;
- You deliberately lied about damage;
- You deceived us.

## 11 **Which damage do we never pay for?**

For all coverage and other categories we never pay for:

- Damage caused by an event prior to the commencement date of the insurance;
- Damage that is already compensated under any law or by another insurance, or would be compensated if you did not have insurance with us;
- If it is found that when taking out the insurance or reporting damage you deliberately misinformed us or if important information was withheld;
- If you or an insured party refuses to cooperate in settling the damage and thus prejudice our interests;
- Damage caused by an insured party intentionally or recklessly, or if you gave someone permission to do so;

- If you are liable solely because you, or someone on your behalf, made an appointment or entered into an agreement. For example if you promised to deliver something on time but can no longer do so due to an accident.

### **Organized violence (Wilful damage)**

We never pay for damage caused by organized violence (also called wilful damage) in case of:

- A conflict between countries or groups where military weapons are used. This also includes actions by a United Nations peacekeeping mission;
- Civil war. This is organized violence between citizens of a country in which a major part of the citizens participates;
- An uprising. This is organized resistance with violence against the government of a country;
- Civil commotion. These are organized violent actions in different parts of the country;
- Riots. This is an organized violent group that is against the government;
- Mutiny. This is an organized violent act of members of, for example, the military. The action is aimed against the leader of the group.

These are the six forms of wilful damage. What this means exactly is also defined in a statement of 2 november 1981. The text of that statement is deposited at the District Court of The Hague. If there is a difference between the text in this article and the deposited text, the deposited text shall prevail.

### **Nuclear reaction**

We never pay for damage caused by a nuclear reaction, no matter how this occurred. A nuclear reaction is, for example, nuclear fusion or radioactivity.

We also never pay for damage:

- Caused by a driver who did not have your permission to drive the car;
- Caused by driving on a race circuit, practicing for or participating in races, rallies or speed tests during races or speed rides;
- If the car is not registered in your name or that of your cohabiting partner and you did not inform us of this;
- If the car is used professionally and you did not inform us of this;
- If the car is used differently than you informed us on your application (for example if the car is used as a taxi, for courier services, for renting or leasing or to give driving lessons);
- Caused during the professional transport of persons or items requiring a permit such as hazardous substances;
- Caused while the driver was not entitled to drive, e.g. if the driver did not have a valid driving licence or was banned from driving. If your licence is not valid because you did not yet renew it, we shall not invoke this.

We shall not invoke this if you can show that this was done outside your knowledge and consent and that you cannot be blamed for this.

## **12 How do we handle damage due to terrorism and compliance with (inter)national legislation and regulations?**

### **12.1 What do we do in case of terrorism?**

We settle damage according to the Claims Settlement Protocol of the Dutch Terrorism Risk Reinsurance Company (NHT). This protocol stipulates that we can limit damage compensation in cases of terrorism, malicious contamination or suchlike cases. The complete text of this protocol is on [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl).

### **12.2 (Inter)national legislation and regulations**

We do not do business with persons, companies, governments or organizations on an international sanctions list. This could concern persons or organizations involved in terrorism. Are you, an insured party, your company or any party that has an interest in your company on an (inter)national sanctions list? Then the insurance will be terminated from the time that that person or company appears on the list.

Is business being conducted with persons, organizations or governments on a sanctions list? In that case we terminate the insurance immediately. We never pay the (financial) interests of persons, governments and organizations that we are not allowed to insure under (inter)national legislation and regulations.

## **13 When do we recover damage?**

### **From another party**

Did other parties cause the damage and did we pay for this? And are they obliged to pay for this damage under the law? Then we shall attempt to have them pay us back for that damage.

### **From an insured party**

Was the damage not insured but did we pay for it? In that case we are also entitled to have the damage paid back, for example if the driver did not have a valid licence.

## **14 Your premium**

### **14.1 When do you have to pay your premium?**

You pay the premium in advance, no later than on the premium due date. This date is on the giro collection form or on the invoice. The premium can include costs, extrajudicial costs, legal interest and insurance tax.

In case of direct debit, we shall inform you about the amount that we debit from your account for each period. We shall do that one time if you take out or alter the insurance, and if we renew the insurance. You have to ensure that there is enough money on your account.

### **14.2 What happens if you don't pay (on time)?**

Did you fail to pay the premium within 30 days? Then you never had the insurance and we do not pay out in case of damage. We do not have to send you a reminder about this.

Did you fail to pay the second or next premium within 30 days? We shall send you a reminder that we did not receive the premium on time. Did you fail to pay the full premium within 15 days after we sent you this reminder? Then you are not insured from the day that we sent the reminder.

Damage that occurs or is aggravated during this period is not insured. You are again covered one day after we received and accepted your (overdue) payment. If you still haven't paid after receiving our reminder(s), we can terminate the insurance and have the premium collected. In that case the collection costs are to your account. You are always obliged to pay the premium.

### **14.3 Alteration of premium and conditions**

We can alter your premium and the conditions of your insurance. If we do so, we will inform you at least one month in advance. If you don't agree with the alteration you can terminate your insurance. If we don't hear from you we assume that you agree to the alteration(s).

### **14.4 How do we calculate the premium?**

In calculating the premium, we shall in any case take the listed value and the accessories into account. Please inform us of any changes as soon as possible!

## **15 How long do you have to claim your damage?**

When must you submit your claim?

You have to submit your claim within three years. This term starts on the day that you knew or could have known that you can submit a claim. If you submit your claim too late, you are not entitled to payment.

How long do you have to respond if we reject your claim?

You have to report within three years that you don't agree with our rejection. This term starts on the day after you were informed that we reject your claim. After three years your right to payment expires.

## **16 How do we handle your privacy?**

The personal data you provide to us will be used by us to process your request for information, quotes and financial products. We also use this personal data to possibly contact you on the basis of the quotation, for the establishment of the insurance and for the services provided by us. We handle your information with great care. We also request this from other parties with whom we share your information. More information about how we handle your personal data can be found in our Privacy Statement at [aon.nl/privacyverklaring](http://aon.nl/privacyverklaring).

We can access and record your data at the Central Information System(CIS) in Zeist. We do this to conduct a responsible policy in the acceptance of insurance. But also to manage risks and combat fraud. See for more information [www.stichtingcis.nl](http://www.stichtingcis.nl). That also gives the applicable CIS privacy regulations.

## **17 Do you have a complaint about your insurance?**

If you are not satisfied with the services provided by Aon or the insurance company, you can submit your complaints and / or suggestions to the management of Aon, Admiraliteitskade 62, 3063 ED Rotterdam, Postbus 518, 3000 AM Rotterdam. You can also report the complaint via our website: [www.aon.nl](http://www.aon.nl).

After receiving your complaint we will contact you as soon as possible but in any case within two weeks.

With complaints about the service provided by the insurance company, you can of course approach the management of the insurance company directly. If desired, you can request contact details from Aon.

Experience shows that most complaints are handled satisfactorily. If, however, we are unable to find a solution, you can turn to the Klachteninstituut Financiële Dienstverlening with your complaints.  
PO Box 93257, 2509 AG The Hague  
telephone 077 333 8 999, Website [www.kifid.nl](http://www.kifid.nl).

This complaints procedure at Kifid is only open to consumers, and therefore not to companies or individuals who exercise a profession.

Aon follows the statements of the Kifid. You can also contact the civil court.

## **18 What do we mean by...?**

### **Trailer**

A trailer with one or more axles.

### **Accessories**

Anything that is not originally part of the trailer but was later built in or onto the trailer.

### **New-for-old value**

The price of the insured car according to model, type, version and optional items ex works, as recorded in the latest pricelist of the manufacturer/importer.

### **Damage**

We offer coverage for two types of damage:

- Damage to persons: personal injury or physical damage, someone is hurt, falls ill or dies. This includes damage resulting from this.
- Damage to items: items belonging to others are damaged or are lost. This includes damage resulting from this.

### **Policy year**

The period between the starting date of the insurance and 12 months after this starting date. After this period a new policy year starts.

### **We/us**

One Underwriting B.V., part of Aon, is registered with AFM under number 12009128, has its statutory office in Amsterdam and is registered with the Dutch Chamber of Commerce under number 33109041.

## **Comprehensive Insurance**

The following explains what the insurance covers and what we do in case of damage.

### **19 What is insured?**

Any loss to your trailer by all sudden and unforeseen damage is insured. So for example also damage caused by collision (also if it's your fault), fire, hail, storms or vandalism.

### **20 What is not covered by the insurance?**

- Anything mentioned in the chapter: 'What damage do we never pay for?'(article 11)

#### **No ownership.**

- If at the time of the incident neither the policyholder, nor his spouse or partner owned the insured trailer.

#### **Use**

- If the trailer is used for other purposes than those of which the insurer was notified;
- If the trailer is used for another purpose than legally allowed, such as the transport of hazardous substances which requires a permit;
- If the trailer is used professionally;
- If the trailer is used for the transport of cattle or poultry. Transporting small pets and horses is insured if the trailer has been specifically equipped for this;
- If the damage is caused by overloading the trailer;
- If the trailer is too heavy to be pulled by the motor vehicle.

#### **Lease**

- If the trailer is leased out.

#### **Competitions**

- During driving on a circuit, practicing for or participating in competitions, rallies or speed tests during races or rallies.

#### **Driving licence**

- If the driver does not have a valid driving licence, if the driving licence had to be surrendered to the authorities, or if the driver was disqualified from driving by a court order;

#### **Alcohol, drugs, stimulants or medicines**

- If the driver;
  - Was under the influence of drugs while driving or if his driving ability was impaired by medicines;
  - Had consumed more alcohol than allowed by law to drive a motor vehicle;
  - Refuses to take a breathalyzer or a urine or blood test or has been banned from driving for a (in) definite period .

We shall not invoke this clause if you can show that this was done outside your knowledge and against your will and that you cannot be blamed for this.

#### **Loss by theft and inadequate security**

- The theft of the trailer is only insured if, at the time of the theft, the trailer;
  - a. was provided with a wheel clamp certified by the SCM/ VbV or a pole lock, or
  - b. was garaged in a closed space, not open to the public.These safety requirements do not apply if the trailer was garaged on the premises or residential area of the policyholder or if the trailer is still attached.

#### **Damage to third parties**

- Damage to third parties caused by the insured trailer, whether or not this was attached.

#### **You are also not insured for:**

- Gradual impacts (such as wear and tear, weather conditions, freezing);
- Loss occurring because your trailer is worth less after damage (value depreciation)
- Loss because you could temporarily not use the trailer.
- Loss due to an inherent defect or no longer works inherently.

### **21 What arrangements do we make in case of damage to your trailer?**

#### **21.1 How do we assess your loss?**

If we think it is necessary, we can engage a loss adjuster, who will assess the damage to your trailer. We shall pay the adjuster's fee.

#### **21.2 What if you don't agree with the loss assessment?**

In that case you yourself can engage a loss adjuster. Please inform us. Loss adjusters have to abide by the Code of Conduct for Loss Adjustment Organizations. If they reach the same conclusion, this result is binding to you. If

the adjusters cannot agree, they jointly appoint a third adjuster, who will make a binding loss assessment. We shall pay the fees of this third adjuster. We shall also pay the reasonable costs of the adjuster you engaged. .

### **21.3 Was there previous damage?**

In assessing the loss, we can deduct unrepaired existing damage from the loss amount.

## **22 What do we pay in case of damage and what excess do you have in case of damage?**

### **22.1 What excess applies to damage?**

- An excess applies to your insurance. This is the amount you have to pay yourself in case of damage. The excess is on your policy schedule.

### **22.2 Can the damage be repaired?**

If there is no total loss, we shall pay the repair costs. We deduct the excess from this.

### **22.3 Is your trailer total loss?**

What does total loss mean?

- **Technical total loss:** if the trailer can technically no longer be repaired (e.g. in case of fire or serious distortion);
- **Economic total loss:** if the repair costs exceed the value of the trailer immediately prior to the incident, minus the value of the remains after the incident;
- If the entire trailer was stolen or misappropriated.

### **22.4 The current market value**

In cases of total loss, we pay the current market value of your trailer. This is the value of your trailer immediately prior to the damage. We shall deduct the value of the remains (which you will receive from the buyer) and also the amount of the excess.

### **22.5 When do we pay in cases of total loss or theft?**

In cases of theft or misappropriation we shall at least wait 30 days after receiving your claim notice. Your trailer can still be found during this period. We shall only pay if you have transferred the property title to us.

## **23 Underinsurance**

If it is shown in cases of damage that, due to an incorrect statement, the trailer is insured for too low an amount, we can decrease the payment. This is done in proportion to the premium charged and the premium that should have been paid based on the correct data.

## **24 What is insured additionally?**

- We pay the reasonable costs you incurred to prevent or minimize damage to an insured object;
- We also pay the reasonable costs of emergency repairs, storage, security or transport to a repair company;
- If your trailer is transported by ship and there is trouble to the ship and costs are incurred to secure the ship and/or the shipment (this is called average), we shall pay your part of these costs, possibly in excess to the insured amount;
- We shall pay for the costs for importing the trailer or leaving the trailer abroad if this is necessary after covered damage.

Your terms and conditions state the insurance rules. These rules are altered or supplemented by clauses. The rules in these clauses always take priority over the rules in the terms and conditions. Your policy schedule informs you whether a clause applies to you. In the following the text of the clauses.

**MP010 Night clause**

You or the driver have to safely garage the car at night, between 10 PM and 8 AM. In any case if the insured vehicle is within a radius of 1 km from the residential address. The vehicle then has to be in a garage or space that is properly locked and not publicly accessible. We only pay for damage to the vehicle by break-in or theft if there is damage caused by forcible entry.

**MP015 Excess theft/break-in**

This excess is for damage caused by theft, misappropriation, break-in or joyriding to the car or parts of the car, also if the perpetrators did not succeed in taking the car.

**MP020 Exclusion theft coverage**

We do not pay the damage caused by theft, misappropriation, break-in or joyriding of the trailer or parts of the trailer, including if the perpetrators succeeded in taking the trailer.

**MP084 Mechanical theft protection**

We do not pay damage due to theft or joyriding, unless you secured your trailer with a mechanical theft protection system. This system has to be approved by the SCM /VbV. You have to show us the security certificate and the original keys of the security system.