

TERMS AND CONDITIONS PRIVATE CAR INSURANCE

**KOV ALG
KOV AUT
CL AUT
KOV MRM**

General information What to do in case of damage?

General Terms and Conditions KOV ALG

- 1 What can you expect from us?
- 2 What do we expect from you?
- 3 Which car is insured?
- 4 Who are insured?
- 5 Where are you insured?
- 6 When does the insurance start?
- 7 A new proposal for your insurance
- 8 When can you terminate your insurance?
- 9 When can we terminate the insurance?
- 10 What do we do if we discover fraud?
- 11 Which damage do we never pay for?
- 12 How do we handle damage due to terrorism and compliance with (inter)national legislation and regulations?
- 13 When do we recover damage?
- 14 Your premium
- 15 Your no-claims bonus and no-claims years
- 16 How long do you have to claim your bonus?
- 17 How do we handle your privacy?
- 18 Do you have a complaint about your insurance?
- 19 What do we mean by...?

Terms and Conditions Car Insurance KOV AUT

Liability

- 20 What is insured?
- 21 What amounts are insured?
- 22 What is insured additionally?
- 23 What don't we pay under the liability cover?
- 24 How do we handle damage?

**(Limited)
Comprehensive
Insurance**

- 25 Who are insured?
- 26 How do we handle damage to your car?
- 27 For what are you not insured?
- 28 What is insured if you chose Limited Comprehensive Insurance?
- 29 What is insured if you chose Comprehensive Insurance?
- 30 What damage do we compensate and what excess do you have in case of damage?
- 31 Is your car total loss?
- 32 How are your accessories insured?
- 33 What is insured additionally?

**Emergency
Assistance**

- 1 What assistance do you receive in case of a traffic accident?
- 2 What assistance do you receive in case of a breakdown?
- 3 What is not insured?
- 4 What is the excess?
- 5 What is the maximum compensation for each damage?
- 6 Particulars

Passenger insurance

- 1 What is insured?
- 2 What do we pay?
- 3 Is this damage also covered by the third-party insurance?
- 4 What is not insured?

Clauses Schedule Car Insurance CL AUT

Terms and Conditions Legal Assistance Motor Vehicles KOV MRM

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 to do in case of damage?

Do you have damage or did you cause damage? Please let us know as soon as possible. You can reach us 24/7.

For Emergency Assistance in case of an accident or breakdown please call ;

From The Netherlands 020 592 91 36;

From abroad +31 20 592 91 36;

It doesn't matter how you are insured. We will help you both in The Netherlands and abroad.

Do you need emergency repairs?

Sometimes you have to have your car repaired immediately, because it is unsafe to continue driving or because the damage will increase if you continue driving. You can have these emergency repairs done for up to € 500 including VAT. You do not have to discuss this with us first. Send us the bill of the emergency repairs. The excess also applies for emergency repairs.

Has your car been stolen?

In that case immediately report the theft on www.stichtingvbv.nl. In that case the theft is automatically reported to the police as well. Are you abroad? Immediately contact the Emergency support.

Report any other damage online

Go to your online policy folder and go to [claims](#).

Always immediately report to the police;

- The theft of your car. Did you report the damage at www.stichtingvbv.nl ? This means an immediate police report.
- Attempted theft, break-in, misappropriation, joyriding or damage by an unknown perpetrator
- Vandalism
- Hit-and-run (collision with an unknown driver).

What are the advantages of having damage repaired through a selected repair shop?

If you go to a repair shop that is affiliated with Kröller:

- You do not have excess (except in the case of a young driver or if we agreed for a higher excess);
- We pay the repair costs directly to the repair shop
- You always get the best service
- There is a pickup and return service for your car. Your damaged car is picked up and a free loan car is brought to you. When the repair is done, your car is returned to you and the loan car picked up. The fuel costs are of course to your account
- You get a replacement car until your car is repaired
- You get a 4-year guarantee on the repairs.

GENERAL TERMS AND CONDITIONS

KOV ALG

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, vandalism 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. 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 car is insured?

This insurance is for the private car or van that you insured with us and of which the registration is on the policy schedule.

This is always a car requiring a category B driving licence. Everything that the manufacturer attached on, to or in your car also forms part of the car. For example a spoiler, but also add-ons such as metallic paintwork or special rims.

Are you also insured if you temporarily drive a replacement car?

Yes, a replacement car is also insured if your car is at a dealer or repair shop for maintenance, repairs or inspections. We shall then insure the temporary car on loan under the same coverage as your own car. But only if the car on loan is not insured elsewhere. This car has to be comparable to your own car. The new-for-old scheme

and the purchase price scheme do not apply to this replacement car. During this period, the General Passenger Insurance only applies to the car on loan.

4 Who are insured?

This insurance applies to the following persons:

- You, the policyholder. The person who took out the insurance;
- The owner;
- The holder, i.e. the person who holds the car by permission of the owner. For example, the garage for maintenance;
- The regular driver;
- The person who drives the car or rides along (passenger) by permission of the owner;
- The employer of one of the aforementioned if he is legally liable.

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 the no-claims years that Roydata sent us differ from the no-claims years you submitted to us. And if we would not offer insurance based on those no-claims years;
- 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;
- Your car has a foreign registration;
- The insured car is technically total loss. In such a case the car is damaged so badly that it can no longer be safely repaired;
- You no longer have an interest in the insurance. For example if you sell the car or if the car is no longer registered in your name. You have to report this to us within 8 days. Otherwise you remain responsible for the damage caused by the car. So it is important to inform us about such situations.

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 misled 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.terrorismeverzekerder.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 and accepting the risk we at least take into account:

- The type of fuel (petrol, diesel, electric, hybrid etc);
- The weight of the car;
- The make, type and year of manufacture;
- The number of no-claims years;
- The no-claims bonus;
- The listed value and any accessories;
- Your address or the address of the regular driver.

So, always inform us of any changes as soon as possible!

15 Your no-claims bonus and your no-claims years.

Each policy year we again calculate your premium. We will inform you after each policy year what your new no-claims point will be, what your bonus is, how many no-claims years you have and how much premium you have to pay.

The No-claims table gives your new bonus percentage.

The No-claims years table gives any changes in your no-claims years.

How do we determine your no-claims bonus?

Each policy year we again calculate your premium. We also use the no-claims table for this.

15.1 How does the no-claims table work?

When you receive this insurance, your policy will show at what point of the no-claims table you will start.

- Each point gives the bonus on your premium;
- If we don't pay any damage during an policy year, you will go up one point;
- If you are at point 20, you cannot go up another point;
- Did you report a damage to us that we have to pay? Then you go down several points. The no-claims table shows how many points you have then and your new bonus percentage.

Please note: if this insurance is terminated, you can start at another point on the no-claims table with a new insurer.

No-claims table

No-claims point	Bonus percentage	Future no-claims point after an policy year			
		No damage	1 damage	2 damages	3 or more damages
20	80	20	15	10	1
19	80	20	14	9	1
18	79	19	13	9	1
17	78	18	12	8	1
16	77	17	11	7	1
15	76	16	10	6	1
14	75	15	10	5	1
13	72,5	14	9	4	1
12	70	13	8	3	1
11	67,5	12	7	2	1
10	65	11	6	1	1
9	60	10	5	1	1
8	55	9	4	1	1
7	50	8	3	1	1
6	45	7	2	1	1
5	35	6	1	1	1
4	25	5	1	1	1
3	15	4	1	1	1
2	5	3	1	1	1
1	25% surcharge	2	1	1	1

15.2 No Blame system

This means that you don't fall back in the no-claims bonus. We do this for you if damage is not (also) caused by the driver or a passenger, for example in case of vandalism or damage by an unknown perpetrator or if there is a hit-and-run collision.

Please note: in that case you do fall back in the number of no-claims years.

If a culpable third party caused the damage, you have to do everything to prove this, for example by immediately reporting this to the police.

15.3 How does the no-claims years table work?

We determine each policy year again how many no-claims years you have. We calculate this based on the no-claims years table. In the following we shall explain how.

The no-claims years table works as follows:

- When you receive the insurance, the policy shows how many no-claims years you have;
- If we don't have to pay out damage in an policy year, you will receive an additional no-claims year;
- If we do have to pay out damage in an policy year you lose no-claims years. The no-claims years table shows how many no-claims years you lose;

- If you have more than 15 no-claims years, we shall keep track of the no-claims years after that, but if there is damage you always fall back to 10 no-claims years.

Table no-claims years
Number of no-claims years in the next policy year

Number of no-claim years	no damage	1 damage	2 damages	3 damages
15 or more	+1	10	5	0
14	15	9	4	-1
13	14	8	3	-2
12	13	7	2	-3
11	12	6	1	-4
10	11	5	0	-5
9	10	4	-1	-5
8	9	3	-2	-5
7	8	2	-3	-5
6	7	1	-4	-5
5	6	0	-5	-5
4	5	-1	-5	-5
3	4	-2	-5	-5
2	3	-3	-5	-5
1	2	-4	-5	-5
0	1	-5	-5	-5
-1	0	-5	-5	-5
-2	-1	-5	-5	-5
-3	-2	-5	-5	-5
-4	-3	-5	-5	-5
-5	-4	-5	-5	-5

If you cause 4 or more damages in one year, you will always have -5 no-claims years in the next policy year.

15.4 What damages do not cause falling back in your no-claims bonus and no-claims years?

No every damage you claim impacts your no-claims bonus or no-claims years. A claim for damage does not have consequences for your no-claims bonus and your no-claims years if we:

- Pay out damage covered on the Limited Comprehensive insurance;
- Pay a damage and the entire amount has been reimbursed by another party;
- Pay out only because this was agreed with another insurer. Or if we cannot be reimbursed for the payment only because this was agreed with another insurer;
- We agreed in the insurance to pay you more than the actual damage and another party reimburses us for the actual damage. For example, your 6-month old car is total loss through the fault of another party. In that case we pay you the price of a new car (new-for-old scheme). The perpetrator's insurer pays us the (lower) current value;
- We paid damage but we cannot be reimbursed for that damage under the law, for example pursuant to article 7:962 paragraph 3 of the Dutch Civil Code. Under this article we cannot recover the damage compensation from certain persons in your family or employment circle;
- You reimbursed us for the entire amount of the damage, for example if this is more advantageous for you than losing the no-claims bonus. In that case you have to reimburse us within 12 months after we informed you that we paid the damage;
- Pay for damage to or cleaning costs of the upholstery, if this is caused by transporting an injured person;
- Pay for a collision with cyclist or a pedestrian, but only if the insured party can prove that this was not his fault. In these kinds of collisions you are responsible by law even if it was not your fault;
- Only pay an amount for the categories Assistance of the Emergency Service, Passenger Insurance.

15.5 Where are your no-claims years stored?

The national system Roydata is used by insurers to store information about car insurance and no-claims years. We use that system to find how many no-claims years you have at the beginning of your insurance. If no no-claims years are in the system for you we assume that you do not have any no-claims years yet. Is the number of no-claims years incorrect? Then call your former insurer. He can register the right number of no-claims years in Roydata.

16 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.

17 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.

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. That also gives the applicable CIS privacy regulations.

18 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.

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.

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.

19 What do we mean by...?

Trailer

A trailer with one or more axles, but also a caravan or collapsible caravan that is linked to the car.

Accessories

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

Selected repair shops.

The network of damage repair shops that we work with. Are you looking for repair shop nearby?

Go to <https://kroller.nl/en/report-damage>

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.

Liability

In The Netherlands a car has to be insured against third-party liability, also if you are not driving your car. These requirements are defined in the Motor Insurance Liability Act (WAM). With this car insurance you comply with your insurance obligation. The Motor Insurance Liability Act (WAM) also arranges that an insurance has to comply with all types of requirements. This insurance complies with the WAM requirements.

20 What is insured?

- Damage you cause to other persons or items with your car;
- Damage you cause to other persons or items with the trailer, caravan or collapsible caravan coupled to your car. Also if this has been uncoupled and not yet been brought to a standstill safely outside of traffic;
- Damage to personal, private property of the passengers. But only if the car itself was also damaged by the event. Is this property covered by another insurance? In that case we only pay the amount not paid by that insurance.

21 What amounts are insured?

- You are insured for the amounts on your policy schedule;
- If a higher maximum amount is mandatory, you are insured for that amount (e.g. abroad).

22 What is insured additionally?

- Have you caused damage with your car to another motor vehicle that also belongs to you? And is this damage not insured elsewhere? In that case we shall pay for the damage to that motor vehicle if the damage was caused by an insured party;
- If you transport injured persons for free, we pay the resultant damage to the upholstery;
- If your car is transported by ship and the ship encounters problems causing costs to secure the ship and/or its load (this is called general average), we shall pay your part of the costs, possibly exceeding the insured amount.

Deposit

If you are in a serious accident abroad, the police can take away your driving licence or your car for their investigation. Or the police can hold you for some time to investigate whether punishment is to be imposed. The police, the courts or the government of that country can ask you to pay a temporary amount. We call that a deposit. We pay a deposit up to €50,000.- for:

- Your release;
- The return of your driving licence;
- The cancellation of the attachment of your car.

When the deposit is released you have to insured that this is returned to us immediately.

Legal costs

We shall pay the costs of legal counsel if you are held liable in legal proceedings. If this concerns criminal proceedings you have to consult with us in advance. We shall also pay these costs if these exceed the amount on your policy.

23 What don't we pay under the liability cover?

Apart from the exclusions in the General Terms and Conditions you are not insured or we don't pay for damage caused:

- To the driver him/herself;
- To your own car or property;
- During loading and unloading;
- By someone who had no permission to drive the car;
- To the trailer or caravan that was uncoupled, detached or came loose accidentally;
- To the load you transport in the car. We do pay for the personal private property of the passengers if the car itself was also damaged.

24 How do we settle damage?

We are obliged to pay the damage if you are liable, up to the amount covered in your insurance. We can pay the damage directly to the injured parties or settle this with them. We shall take your interests into account.

The Limited Comprehensive and Comprehensive Insurance

Did you choose a Limited Comprehensive or a Comprehensive Insurance? That will be noted on your policy schedule. The following explains for what you are insured and what we do in case of damage.

General

25 Who are insured?

- You, the insured party who took out insurance with us;
- Your surviving dependants.

26 How do we handle damage to your car?

26.1 Are you having the damage repaired through an Aon selected repair shop?

In that case the damage is handled immediately and you do not have to inform us first. You can find a damage (windscreen) repair shop affiliated with Aon on our website

What are the advantages if you have the damage repaired through a selected repair shop?

If you go to a selected repair shop:

- You do not have excess;
- We pay the repair costs directly to the repair shop
- You always get the best service
- There is a pickup and return service for your car. Your damaged car is picked up and a free loan car is brought to you. When the repair is done, your car is returned to you and the loan car picked up. The fuel costs are of course to your account
- You get a replacement car until your car is repaired
- You get a 4-year guarantee on the repairs.

26.2 Are you having the damage repaired elsewhere?

In that case you have to give us the opportunity to have the damage assessed by a loss adjuster. He shall assess the damage to your car. The loss adjuster's fees are to our account.

26.3 How do we assess the loss?

We can engage a loss adjuster if we think that is necessary. He will assess the damage to your car. The loss adjuster's fees are to our account.

26.4 What if you don't agree with the loss assessment?

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

26.5 Was there previous damage?

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

26.6 When do we pay in cases of total loss or theft?

In cases of theft or misappropriation we shall wait at least 30 days after you report the loss before we pay out. In this period your car can still be found. We only pay if you have transferred the title to us, as well as proof of registration or the registration card and all keys.

In cases of total loss we pay out after:

- You have transferred the remains and the accessories to a party designated by us, and
- After we have received the disassembly certificate and a copy of the warranty against liability.

27 What is not covered by the insurance?

- Anything referred to in the chapter 'What damage do we never pay for?' (article 11) and damage excluded from third-party cover;
- Damage to illegal accessories, such as a radar detector;
- Damage to parts of the bodywork that are not delivered standard as a works option and are only intended to change the appearance of the car;
- Damage to parts that alter the power or clutch of the old-timer (tuning);
- Gradual impact (such as wear and tear, weather influence, freezing);
- If the driver:

- While driving was under the influence of drugs or if his driving ability was impacted by medicines;
- Drank more alcohol than legally permitted to drive a motor vehicle;
- Refused a breathalyzer or urine or blood test or was banned from driving for a (in) definite period.

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

- Loss occurring because your car is worth less after damage (depreciation);
- Loss occurring because you were temporarily unable to use your car;
- Loss due to (attempted) theft, break-in and joyriding if:
 - Your car did not have the proper alarm system. Your policy schedule gives the proper alarm system.
If there is damage, on our request you have to show that your car has a functioning security system, such as by showing a VbV/SCM certificate or purchase invoice. If we require a vehicle tracking system as security you must have taken out (and maintained) a subscription for automatic forwarding to a (private) emergency alarm centre.
 - Your car was not properly locked;
 - You left clearly visible valuables in your car;
 - The car keys or the authorization for the car were in the car;
 - The car keys were stolen and you did not replace the locks as soon as possible;

Limited Comprehensive Insurance

28 What is insured if you chose Limited Comprehensive Insurance?

The damage to your own car is insured if caused by:

- Fire, explosion, short-circuit. Also if this is caused by the car itself;
- Theft, break-in and joyriding or attempts for this;
- Fraud/misappropriation;
- Breaking of or damage to a windscreen or other glass parts, such as for example a glass roof. Damage means cracks, stars and pits;
- Damage to your car by pieces of broken glass from the car window or glass roof;
- Storm (wind force 7 or more);
- Lightning strike;
- Hail;
- Natural disasters, such as avalanche or flooding;
- Collision with birds and animals at large and possible consequential damage;
- Transport by boat, train or another means of transport by a professional transporter;
- Tackling or towing by a professional salvor;
- Riots;
- Aircrafts (for example an airplane or a hot-air balloon) or objects falling from aircrafts.

Comprehensive Insurance

29 What is insured if you chose Comprehensive Insurance?

- All damage also covered by the Limited Comprehensive Insurance;
- All sudden and unforeseen damage to the car except if a part of your car breaks due to an inherent defect or no longer works inherently.

30 What damage do we compensate and what is your excess in case of damage?

30.1 Can the damage be repaired?

You can choose to have the damage repaired by a Kröller selected repair shop or by another repair company.

- a. If you choose a repair company that is a selected repair shop:
 - You do not have excess (except in the case of a young driver or if we agreed for a higher excess);
 - We pay the repair costs directly to the repair shop
 - You always get the best service
 - There is a pickup and return service for your car. Your damaged car is picked up and a free loan car is brought to you. When the repair is done, your car is returned to you and the loan car picked up. The fuel costs are of course to your account
 - You get a replacement car until your car is repaired
 - You get a 4-year guarantee on the repairs.

You can find the damage repair shops affiliated with Kröller <https://kroller.nl/en/report-damage>

- b. If you go to another repair shop or do not have the damage repaired:
 - You have € 500.- excess (if this is not windscreen damage).

30.2 Is there windscreen damage?

We only pay window damage if the windscreen has been actually repaired or replaced.

Can the window be repaired (star)? Then you have:

- no excess if the windscreen is repaired by a Kröller aligned windscreen repairer;
- € 250. – excess if you have the windscreen repaired elsewhere.

Is the window replaced? Then you have excess of:

- € 70.- if the window is replaced by Kröller aligned windscreen repairer;
- € 250 – excess if you have the windscreen replaced elsewhere

30.3 Excess young people

Drivers aged 23 or younger always have an additional excess of € 250.-. This is therefore added to possible other excess.

30.4 Other excess

It is possible that we agreed another excess with you. This will be on your policy schedule

31 Is your car total loss?

When is there total loss?

- **Technical total loss:** if the car cannot be repaired technically (e.g. in case of fire or serious deformation of the frame);
- **Economic total loss:** if the repair costs are 2/3 higher than the value of the car immediately prior to the incident;
- If the car was stolen or misappropriated.

31.1 What schemes are there for total loss?

In cases of total loss there are the:

- New-for-old value scheme, if the car is less than 15 months old;
- New-for-old value scheme, if the car is less than 36 months old, only if you chose this coverage and this is stated on your policy schedule;
- Purchase price guarantee; if you bought the car second-hand and the car is less than 7 years old, only if you chose this coverage and this is stated on your policy schedule;
- Replacement value (Bovag + 10%) if other schemes do not apply.

31.2 When can you use the New-for-old Value scheme (15 months)?

- You are the first owner and
- The car was newly marketed in The Netherlands. So no imported car and
- The car has Comprehensive Insurance and
- The insured amount is no more than € 80,000.- and
- Your car is no older than 36 months at the time of the loss and
- The repair cost are more than 2/3 of the new-for-old value.

Is your car no older than 15 months?

Then we pay the new-for-old value of your car.

That is the amount for which you can buy the same or a similar car. We take into account the make, model, version, co-insured accessories and any taxes.

Is your car older than 15 months but no older than 36 months?

Then we first deduct 1.5% of the new-for-old value for each month that your car is older than those 15 months.

We deduct the value of the remains and the assets from the payment. The disassembly company shall pay for the remains directly. We also pay the delivery costs.

31.3 When can you use the New-for-old Value Guarantee scheme (36 months)?

If you chose this additional coverage and that is stated on your policy schedule and

- You are the first owner and
- The car was newly marketed in The Netherlands, so not an imported car and
- The car has Comprehensive Insurance and
- The insured amount is no more than € 80,000.- and
- Your car is no older than 36 months at the time of the loss and
- The repair cost are more than 2/3 of the new-for-old value.

In that case we pay the new-for-old value of your car. That is the amount for which you can buy the same or a similar car. We take into account the make, model, version, co-insured accessories and any taxes. We deduct the value of the remains and the assets from the payment. The disassembly company shall pay for the remains directly. We also pay the delivery costs.

31.4 When can you use the Purchase Value scheme?

- You bought the car second-hand and insured it with us within 2 months of the purchase;
- The car was not yet 84 months (7 years) at the time of purchase;
- You have not owned the car for 36 months at the time of the damage;
- You can show us the original purchase invoice from a registered garage. If you cannot do so we shall assume the current value of the car at the time of the damage and add 10% to that.

We then reimburse you for the amount for which you bought the car. We deduct the value of the remains and the assets from the payment. The disassembly company shall pay for the remains directly. You can always choose to have the current value paid out if that is more advantageous.

31.5 The Replacement Value scheme.

Is there total loss but neither the New-for-old Value scheme nor the Purchase Value scheme apply? We shall then pay the replacement value. This is the value of the car according to the ANWB/BOVAG pricelist (as it was at the time of the accident) with 10% added to that. We deduct the value of the remains and the assets from the payment. The disassembly company shall pay for the remains directly.

32 How are your accessories insured?

Your accessories are co-insured for free up to 10% of the listed value of the insured car, but to no more than €5,000.-. Did you state a higher amount on your application? In that case you are insured for the amount on the policy schedule.

For accessories that are not part of the standard equipment of the car we pay the replacement amount. This is the value of the accessories immediately prior to the accident.

If your car is total loss we pay the costs to have the undamaged accessories built into a new car, but no more than 10% of the value of those accessories.

What do we pay for electronic accessories?

- For built-in equipment that
 - Is part of the standard equipment, we pay the replacement amount;
 - Is not part of the standard equipment and is not additionally co-insured we pay no more than € 450.-
- For portable electronic equipment and stereo equipment we pay no more than € 250.- for each event, for all equipment combined;
- For separate navigation systems we pay no more than € 500.- for each event.

We only pay in case of theft if the loose accessories were stored out of sight.

33 What is insured additionally?

- You will receive €15.- daily, for every day your car is not available and you do not choose a replacement car in case of total loss or theft of your car. Abroad you can choose replacement transport, to no more than €450.- and only if you have our Emergency Service arrange this;
- Have your car keys been stolen? In that case we pay for you to get new keys, change the locks and recode the immobiliser. You will have had to report this to the police immediately. The payment is limited to 3% of the insured (limited) comprehensive insurance amount;
- We pay for the reasonable costs you incurred to prevent or minimize damage to a covered damage;
- We also pay the reasonable costs of storage, security or transport to a selected repair shop.

Emergency Assistance

Please note: You always have to arrange the assistance through our Emergency Service

1 What assistance do you receive in case of a traffic accident?

Are you on the side of the road? Kröller helps you immediately:

In The Netherlands

Are you unable to drive your car due to a traffic accident in The Netherlands? Our Emergency Service will help you. It doesn't matter how you are insured. We always ensure the transport of the driver and the passengers to an address in The Netherlands. You can choose the address. Your car will also be transported to an address in The Netherlands chosen by you.

Abroad

Are you unable to drive your car due to a traffic accident abroad?

- We will ensure the transport, storage and garaging of your vehicle (also possible trailer or sidecar) to the nearest repair shop for repairs or damage assessment;
- If the damage cannot be repaired within 4 workdays, we pay the costs of the transport of your car to The Netherlands. You can choose the address. Does transporting your car cost more than the car's value? In that case we do not pay the transport costs. You can leave the car abroad. We shall pay those costs;
- If the car cannot be repaired within 4 workdays, we pay the costs of the journey back to The Netherlands for the driver and the passengers. In that case we pay:
 - a taxi to the nearest train station;
 - the train costs (2nd class) to the train station closest to the destination in The Netherlands;
 - a taxi from the train station to the destination.
- Are you abroad and is the driver unable to drive back to The Netherlands due to a traffic accident? And no other person can or is permitted to drive the car? We will ensure the transport of you, your car and the passengers and their luggage back to The Netherlands. You can choose the address;
- Do you have comprehensive insurance? We will help you order and send parts to get the car back on the road. We do not pay the costs of the parts themselves.

The service does not apply, both in The Netherlands and abroad, if you can no longer drive your car due to fire, theft or another outside cause (so no breakdown).

2 What assistance do you receive in case of a breakdown?

The emergency service shall provide the required assistance in all reasonableness as soon as possible. This shall be done in mutual consultation. There is always the possibility that this cannot be done due to government regulations or other circumstances. When we provide the assistance we shall tell you immediately what we can do for you. We will inform you as soon as possible if we are paying your costs and if so, how much.

- The emergency control room can ask you to advance certain costs;
 - The emergency control room is not liable for errors or defects of others;
 - A credit card is mandatory for replacement transport abroad.
- a. What are the details for the Breakdown Assistance for the vehicle?**
- We only offer assistance if your vehicle is no older than 25 years. Is your vehicle older than 25 years? In that case the journey home can be arranged in consultation with the Emergency Service. The costs are to your account.
 - You are entitled to assistance up to seven times a year, with a maximum of five times in your own place of residence. You are entitled to replacement transport no more than twice a year.
 - Abroad you are entitled to no more than assistance twice a year for transport, garaging, storage and replacement transport.
 - The entire mass of the vehicle (private car) and coupled (loaded) trailer can be no more than 3,500 kg.
 - We also offer assistance for:
 - If the keys are defective or if the car is locked with the keys still in it;
 - Tanking the wrong fuel;
 - One flat tire
 - An empty battery.
 - We pay the costs of transport of the vehicle back to The Netherlands, to no more than the value of the vehicle and only if the repairs last longer than 2 workdays
 - For replacement transport we arrange for a loan car. Within The Netherlands this is not more than B category and abroad this is similar, if possible and required.
 - You have to provide the original invoices. We can ask those for proof.
 - You also receive assistance if someone else drives your vehicle with your permission.

b. Where are you insured for breakdown assistance?

- You are entitled to breakdown assistance in The Netherlands, also for your place of residence;
- You are entitled to breakdown assistance in those countries where the International Insurance Certificate (green card) applies, with the exception of Iran, where we never give coverage. You cannot be abroad for more than 180 consecutive days.

2.1 The following is insured for breakdown in your place of residence:**On-site assistance;**

- Repairs by a professional emergency service on-site (if that is possible within the hour).

Transport

- Transport of the vehicle to the nearest professional emergency service.

Garaging

- The costs of garaging, i.e. temporarily securing the vehicle until transport is possible.

Transport of passengers

- Transport of the driver, passengers and their luggage to an address in The Netherlands. Mostly together with the transport of the vehicle.

Replacement transport

- Is the transport to the nearest professional service within 25 kilometres? And can the vehicle not be repaired the same day? Then we pay the costs of 1 day of replacement transport (no more than rental class B).

2.2 The following is insured for breakdown outside your place of residence, but in The Netherlands:**On-site assistance;**

- Repairs by a professional emergency service on-site (if that is possible within the hour).

Transport

- Transport of the vehicle to the nearest professional emergency service.

Garaging

- The costs of garaging, i.e. temporarily securing the vehicle until transport is possible.

Transport of passengers

- Transport of the driver, passengers and their luggage to an address in The Netherlands. Mostly together with the transport of the vehicle.

Replacement transport or hotel expenses

Is the transport to the nearest professional service within 25 kilometres? And can the vehicle not be repaired within 24 hours? Then we pay:

- The costs of no more than 2 days of replacement transport (no more than rental class B) or;
- The hotel expenses for no more than one day of €80.- (including VAT) for each person for each night.

This only applies if a trip to the place of residence is impossible. We also pay the travelling expenses to the nearest hotel.

Picking up the vehicle after repairs

We pay the train costs (2nd class) for one person to pick up the repaired vehicle.

2.3 The following is insured for breakdown abroad**On-site assistance;**

- Repairs by a professional emergency service on-site (if that is possible within the hour).

Transport

- Transport of the vehicle to the nearest professional emergency service.

Garaging

- The costs of garaging for no more than 10 workdays. This is. temporarily securing the vehicle until transport is possible.

Transport of passengers

- Transport of the driver, passengers and their luggage to the final destination or to an address in The Netherlands, in combination with the transport of the vehicle. If that is impossible we pay the travelling expenses to one address in The Netherlands:
 1. Of public transport or if that is impossible
 2. The costs of a taxi

Replacement transport or hotel expenses?

Can the vehicle not be repaired within 48 hours? Then we pay:

- The costs of no more than 4 workdays of replacement transport. If that is impossible this period can be extended to a maximum of 30 consecutive days, if no other insurance pays for this, or;

- The hotel expenses for no more than one day of €80.- (including VAT) for each person for each night. We also pay the travelling expenses to the nearest hotel. If a taxi is taken in consultation with the emergency control room, and a taxi is used, we pay those costs to no more than €100.-, or
- By train (2nd class) to the final destination or the home address in The Netherlands and the travelling expenses to the nearest train station. If the train ride would last over 8 hours a plane ticket can be used (Economy Class). Do you choose for transport to the final destination? The additional travelling expenses are paid to not more than the costs of the return journey to the home address in The Netherlands.

The costs of a rental car abroad are always based on an equivalent car. The right to replacement transport is terminated in principle when your vehicle is repaired.

Replacement driver

Is the driver incapable to drive due to illness or an accident? And can none of the passengers take over the driving? In that case the costs of a replacement driver are paid to drive to the final destination or return to your home address.

Picking up the vehicle after repairs

We pay the train costs (2nd class) for one person to pick up the repaired vehicle. If the train ride would last over 8 hours a plane ticket can be used (Economy Class). For transport by taxi from the train station or airport there is maximum amount of €100.-.

3 Breakdown assistance for the trailer

If the trailer cannot be driven due to a mechanical defect, assistance by our emergency control room is insured. Our emergency control room arranges the assistance.

In case of breakdown in The Netherlands:

- Emergency repairs (if possible within one hour);
- Transport to the nearest professional emergency service;
- The costs of garaging the trailer until it can be transported;
- Transport of the luggage to an address in The Netherlands.

In case of breakdown abroad:

- Emergency repairs if possible within one hour);
- Sending parts for required repairs;
- Transport to the nearest professional emergency service;
- The costs of garaging the trailer for no more than 10 workdays;
- The transport costs for the trailer and the luggage to The Netherlands, to no more than the value of the trailer and only if the repairs take longer than 48 hours;
- Can the trailer not be repaired within 48 hours? We shall pay the costs, for no more than 15 days, of:
 - A replacement trailer, or
 - Replacement accommodation if the trailer is a caravan or a collapsible caravan;
 - To € 80.- per person a night for additional accommodation expenses.

Is the journey continued with a replacement trailer while the own trailer is repaired in the meantime? You can pick up your own trailer for the journey home. We do not pay the costs of bringing the repaired trailer back to The Netherlands.

Maximum

- 2 times annually in case of breakdown.

Not insured

- Assistance and costs incurred without the permission of the control room;
- Parts required for repairs;
- Poorly maintained trailers;
- If the trailer does not comply with the legal requirements;
- The transport of luggage if this can be taken in the vehicle pulling the trailer or if the journey can be continued with a replacement trailer.

4 What is not insured in the assistance?

Not insured is the right to the assistance:

- If the damage would not be insured on the car insurance either;
- If the driver is not competent to drive, e.g. if he does not have a valid driving licence;



Empower Results®

- If the driver
 - While driving was under the influence of drugs or if his driving ability was impacted by medicines;
 - Drank more alcohol than legally permitted to drive a motor vehicle;
 - Refused a breathalyzer or urine or blood test or was banned from driving for a (in) definite period.
- Assistance and costs you incur without the permission of the emergency control room;
- Assistance required because you were negligent or careless (such as neglect, wrong use, lack of fuel, loss of keys and suchlike);
- The costs of the parts required for the repairs;
- Poorly maintained vehicles and vehicles that do not comply with legal requirements (such a periodic vehicle inspection approval);
- If it concerns a campervan;
- For hotel expenses the costs of meals, telephone and suchlike are not paid;
- In case of replacement transport the following is not paid: fuel costs, toll fares, parking fees, fines and additional costs for not returning a leased car properly.

Passenger Insurance

This coverage applies if you have chosen this and it is on your policy schedule.

1 What is insured?

The damage to the persons and items in your car due to a traffic accident.

Also when getting in or out of the car and on the road immediately outside the car, such as in case of breakdown or at a petrol station.

2 What do we pay?

We pay no more than the amount you have chosen listed on your policy schedule.

This is also the amount for each event for all insured parties jointly. Are more insured parties entitled to payment?

And does the total amount of all claims exceed the insured amount? In that case we pay each insured party an amount in proportion to the maximum insured amount.

No seatbelt?

Did the driver or the passengers fail to wear a seatbelt? In that case the party causing the damage who did not wear a seatbelt will be paid 75% of the damage amount.

3 Is this damage also covered by the third- party insurance?

In that case we shall handle the damage under the third-party insurance.

4 What is not insured?

- If an exclusion to the car insurance applied;
- Damage to the car itself and the connected trailer;
- Damage insured by another insurance;
- If the driver:
 - While driving was under the influence of drugs or if his driving ability was impacted by medicines;
 - Drank more alcohol than legally permitted to drive a motor vehicle;
 - Refused a breathalyzer or urine or blood test or was banned from driving for a (in) definite period.
We shall not invoke this if you can show that this was done outside your knowledge and against your will and that you cannot be blamed for this.

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.

MP002 Cabriolet hood

Does your car have a linen hood or a hood of another soft material? (so no hardtop). In that case you have an excess of €450.- for each event for damage caused by theft, break-in, joyriding, fire and vandalism. If you have a higher excess and this listed on your policy schedule, this higher excess will apply.

MP003 Lease car

1. Book value in case of total loss
If your car has full Comprehensive Insurance, then:
 - a. In case of operational lease we never pay more than the book value for total loss. This is the value immediately prior to the accident as registered at the lease company. We shall deduct the value of the remains and possibly also the excess.
 - b. In case of damage we also pay the interest or penalty interest if the current contract is bought out.
 - c. If the car is on your company's balance sheet, we never pay more than the book value for total loss. This is the purchase value minus the normal depreciations until the month of the accident. We can ask you to send us an audit report. We shall deduct the value of the remains and possibly also the excess from the book value.
2. In case of total loss you do not receive a per diem.
3. You do not receive a replacement vehicle during assistance and repairs.

P009 Alcohol

We do not insure the driver (on the policy schedule) for damage caused while he was driving under the influence of alcohol, drugs, medicine, or if the driver refuses a urine test or breathalyzer or was banned from driving from an (in) definite period.

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 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 .

MP021 Age of the driver

We do not pay if the driver is younger than 24.

If we do have to pay damage, e.g. under the law, we shall recover all damage from you.

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

MP027 Financing/lease

If your car is financed or leased, we shall pay the financier or the lease company in case of total loss. We shall pay you if you have a letter from the financier or lease company stating that the payment can be made to you. We shall pay you or the repair shop if the car has damage that can be repaired.

If you do not pay the premium, or if the insurance is terminated or you make changes, we shall inform the financier or the lease company.

MP047 Coverage one driver

We only pay for damage if the car is driven by the driver on the policy schedule.

MP070 Guideline clause

To determine the value of your motor vehicle we shall use the valuation report drawn up by an expert. This valuation report shall be the guideline to determining the value in case of damage. This valuation is not a fixed value appraisal pursuant to article 7:690 DCC. The valuation report is valid for 3 years. After these 3 years a new valuation report has to be made. If there is no valid valuation report, we shall pay the damage based on the current value.

MP075 Increased excess driver Comprehensive Insurance

You have an excess of 10% of the damage amount, at least €1000.-, if:

- The driver was not yet 30 years old;
- The driver had a driving licence for a starting driver.

This excess does not apply to damage covered on Limited Comprehensive Insurance.

MP076 2nd family car

You received additional discount due to the 2nd Family Car Scheme. You do not have a discount if the 2nd Family Car Scheme no longer applies, e.g. if you no longer have the 1st car insured with us.

MP084 Mechanical theft protection

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

VBV01 Theft protection, immobilizer (VBV01 startonderbreker met eigen autorisatie)

Your vehicle must be fitted with an immobilizer (SCM category 1) which meets the requirements of SCM (Stichting Certificering Motorrijtuigbeveiliging). This may be a factory-fitted immobilizer.

If you make a claim, you must be able to demonstrate that your vehicle has a security device, if we so ask. For instance, by presenting an SCM certificate or a purchase invoice. If you are unable to demonstrate this, we will not pay out if your vehicle is stolen or if it is damaged by joyriding.

If your vehicle is not fitted with the requested security device, you have 30 days from the time of issue of the policy to have this device installed. The aforementioned limitation that we will not pay out if your vehicle is stolen or if it is damaged by joyriding does not apply during this period.

VBV02 Theft protection, alarm system (VBV02 alarmsysteem)

Your vehicle must be fitted with an alarm system (SCM category 2) which meets the requirements of SCM (Stichting Certificering Motorrijtuigbeveiliging).

If you make a claim, you must be able to demonstrate that your vehicle has a working security device, if we so ask. For instance, by presenting an SCM certificate or a purchase invoice. If you are unable to demonstrate this, we will not pay out in the following cases:

- You have suffered loss or damage because someone broke in or attempted to break into the vehicle.
- Someone stole the vehicle. Or you have suffered loss or damage because someone attempted to steal the vehicle.
- You have suffered loss or damage as a result of someone driving the car without permission (joyriding).

We pay out only if the security system was functional and active at the time the loss or damage was caused.

If your vehicle is not fitted with the requested security device, you have 30 days from the time of issue of the policy to have this device installed. The aforementioned limitation that we will not pay out in respect of certain claims does not apply during this period.

VBV03 Theft protection, alarm system with tilt sensor (VBV03 alarmsysteem met hellingshoekdetectie)

Your vehicle must be fitted with an alarm system and tilt sensor (SCM category 3) which meets the requirements of SCM (Stichting Certificering Motorrijtuigbeveiliging).

If you make a claim, you must be able to demonstrate that your vehicle has a working security device, if we so ask. For instance, by presenting an SCM certificate or a purchase invoice. If you are unable to demonstrate this, we will not pay out in the following cases:

- You have suffered loss or damage because someone broke in or attempted to break into the vehicle.
- Someone stole the vehicle. Or you have suffered loss or damage because someone attempted to steal the vehicle.
- You have suffered loss or damage as a result of someone driving the car without permission (joyriding).

We pay out only if the security system was functional and active at the time the loss or damage was caused.

If your vehicle is not fitted with the requested security device, you have 30 days from the time of issue of the policy to have this device installed. The aforementioned limitation that we will not pay out in respect of certain claims does not apply during this period.

VBV04 Theft protect, immobilizer plus vehicle tracking system (VBV04 voertuigvolgsysteem)

Your vehicle must be fitted with an immobilizer (SCM category 1) which meets the requirements of SCM (Stichting Certificering Motorrijtuigbeveiliging). This may be a factory-fitted immobilizer.

The system must also be extended to include a vehicle tracking system or vehicle tracking system with jamming detection (SCM category 4/5).

If you make a claim, you must be able to demonstrate that your vehicle has a working security device, if we so ask. For instance, by presenting an SCM certificate or a purchase invoice. If you are unable to demonstrate this, we will not pay out in the following cases:

- You have suffered loss or damage because someone broke in or attempted to break into the vehicle.
- Someone stole the vehicle. Or you have suffered loss or damage because someone attempted to steal the vehicle.
- You have suffered loss or damage as a result of someone driving the car without permission (joyriding).

Subscription for automatic notification to a monitoring centre:

The vehicle tracking system requires a subscription (which must be kept active) for automatic notification to a (private) monitoring centre. If your vehicle is stolen, compensation will be reduced or will be zero if:

- No subscription has been taken out for notification;
- Notification is not possible due to a loss of service, even when temporary, or early termination of the subscription.

This limitation also applies where notification was not possible due to no subscription or early termination of the subscription for notification to the GSM network operator.

Handling the electronic authorization card without due care:

If the vehicle tracking system is fitted with an electronic authorization card, we are entitled to reduce the compensation or not pay out at all if you have handled the card without due care and are unable to return it to us. This includes:

- Leaving the card unsupervised in the vehicle

If your vehicle is not fitted with the requested security device, you have 30 days from the time of issue of the policy to have this device installed. The aforementioned limitation that we will not pay out in respect of certain claims does not apply during this period.

VBV05 Theft protection, alarm system with tilt sensor and vehicle tracking system (VBV05 Alarmsysteem en voertuigvolgsysteem)

Your vehicle must be fitted with an alarm system and tilt sensor (SCM category 3) which meets the requirements of SCM (Stichting Certificering Motorrijtuigbeveiliging). The system must also be extended to include a vehicle tracking system or vehicle tracking system with jamming detection (SCM category 4/5).

If you make a claim, you must be able to demonstrate that your vehicle has a working security device, if we so ask. For instance, by presenting an SCM certificate or a purchase invoice. If you are unable to demonstrate this, we will not pay out in the following cases:

- You have suffered loss or damage because someone broke in or attempted to break into the vehicle.
- Someone stole the vehicle. Or you have suffered loss or damage because someone attempted to steal the vehicle.
- You have suffered loss or damage as a result of someone driving the car without permission (joyriding).

Subscription for automatic notification to a monitoring centre:

The vehicle tracking system requires a subscription (which must be kept active) for automatic notification to a (private) monitoring centre. If your vehicle is stolen, compensation will be reduced or will be zero if:

- No subscription has been taken out for notification;

Notification is not possible due to a loss of service, even when temporary, or early termination of the subscription. This limitation also applies where notification was not possible due to no subscription or early termination of the subscription for notification to the GSM network operator.

Handling the electronic authorization card without due care:

If the vehicle tracking system is fitted with an electronic authorization card, we are entitled to reduce the compensation or not pay out at all if you have handled the card without due care and are unable to return it to us. This includes:

- Leaving the card unsupervised in the vehicle

If your vehicle is not fitted with the requested security device, you have 30 days from the time of issue of the policy to have this device installed. The aforementioned limitation that we will not pay out in respect of certain claims does not apply during this period.

1 General

- 1.1 Information
- 1.2 What terms and conditions apply?
- 1.3 What do we mean by...?

2 Insurance

- 2.1 Who is insured?
- 2.2 When are you insured?
- 2.3 Where are you insured?
- 2.4 What is the minimum amount?
- 2.5 Event within the insurance term
- 2.6 What do you do if you think you require legal assistance when applying for insurance?
- 2.7 Not yet a dispute but you need advice?
- 2.8 Which costs are insured?
- 2.9 Which costs are also compensated?
- 2.10 What is not insured?
- 2.11 In which cases do you not receive legal assistance?

3 Legal assistance

- 3.1 What does the insurer expect from you if you are involved in a dispute?
- 3.2 What can you expect from your insurer?
- 3.3 Reasonable chance of success
- 3.4 Proportion between interest and costs
- 3.5 Handling your case

4 Other items

- 4.1 What if you don't agree with how your dispute is handled?
- 4.2 What happens if the counterparty also has assistance from the insurer?
- 4.3 What happens in cases of partial coverage or if there are more interested parties?
- 4.4 A foreign government demands a deposit from you
- 4.5 Adapting the premium and the terms and conditions
- 4.6 Do you think a mistake was made in handling your dispute?

1 General

1.1 Information

1.1.1 Do you want legal advice or submit a request for legal assistance?

Do you have a dispute? Please contact the legal advice desk of your legal expenses insurer as soon as possible.

Immediately send the documents relating to the dispute. If you report the dispute on the website, scan in the documents and enclose these as appendix. Always give your policy number.

1.1.2 You always get assistance, even if a dispute is not insured!

The legal advice desk always gives free advice or assistance to solve your problem yourself, even if the dispute is not insured. Do you prefer someone handling the case who communicates and acts on your behalf (inside or outside legal action)? You can then transfer your case to the insurer for very competitive rates.

1.2 What terms and conditions apply?

The basis for your insurance are the Special Terms and Conditions, the clauses on your policy schedule and the General Terms and Conditions..

1.3 What do we mean by...?

Legal advice desk

The general intake and advice desk that provides (preventive) legal advice and supports you in reporting your dispute and possibly offers further legal support.

Motor vehicle

- a. The vehicle on your policy schedule including the parts and tools belonging to the standard equipment;
- b. The thereto attached caravan or trailer;
- c. A replacement or equivalent motor vehicle that you use if the insured motor vehicle is not available due to repairs, revision or maintenance.

Legal assistance

Your legal expenses insurer offers legal assistance. This assistance is provided by the legal specialists employed by the legal expenses insurer.

Your legal specialist:

- a. Advises you about your legal position and your legal possibilities;
- b. Acts for you and on your behalf and assists you if you have a dispute with another party. He also defends you against claims by this party;
- c. Drafts an application or an objection if the case goes to court. And then defends the application or objection in court;
- d. Engages a lawyer on your behalf if you need him to support you in court;
- e. Pays the costs of the legal assistance or advances these costs;
- f. Ensures that the counterparty complies with the court rulings in this case.

(Legal expenses) Insurer

The insurer on your policy schedule who is charged with the execution: granting legal assistance and paying the expenses. In these conditions both the terms 'legal expenses insurer' and 'insurer' are used.

Insured parties

- a. You, the policyholder;
- b. The authorized driver or passenger of the insured motor vehicle;
- c. The surviving dependants of the aforementioned persons. But only those surviving dependants for which you have a duty of support. They will receive legal assistance if the decease is connected to an insured event, but only for claims for providing the cost of living.

The co-insured persons have the same rights and obligations as you do under this legal assistance insurance.

2 Insurance

2.1 Who is insured?

The insured parties.

In these terms and conditions all insured parties are addressed as 'you'.

2.2 When are you insured?

You are insured if you :

- a. Participate in traffic with the insured motor vehicle;
- b. Are involved, as the owner of the insured motor vehicle, in a dispute concerning, for example, the purchase and sale, insurance or repairs of your motor vehicle.

2.3 Where are you insured?

- a. You are insured in the whole world for:
 - Recovering a loss;
 - Criminal cases.
- b. In all countries in which the International Motor Vehicle Certificate (the green card) applies, you are insured for:
 - Disputes about repairing and towing the insured vehicle;
 - Disputes from the transport agreement.
- c. In all other cases the territorial scope of the insurance is Europe.

You are insured if your case can be submitted to a court of one of the countries of the territorial scope and the law of that country applies.

2.4 What is the minimal interest?

If you have a dispute about a contract you concluded with another party, you will only receive legal assistance if your interest is at least € 175.-.

2.5 Event within the insurance term

You will receive legal assistance if you are insured at the time that the dispute started. The facts that led directly to this dispute also have had to occur within the insurance term. You have to submit your request for assistance during the insurance term.

2.6 What do you do if you think you require legal assistance when applying for insurance?

You will only receive assistance if, at the time that you took out the insurance, you did not know (or could have known) that you would require legal assistance. In cases of doubt you have to show that you did not know (or could not have known) this.

2.7 Not yet a dispute but you need advice?

Do you think you will be in a dispute for which you require legal assistance? And does this concern something covered by the insurance? You can ask the insurer for advice by telephone.

2.8 Which costs are insured?

2

2.1

2.2

2.3

2.4

2.5

2.6

2.7

2.8

2.8.1 Internal costs

The costs for the legal assistance by experts employed by the insurer are internal costs. These are integrally paid by the insurer, also if the insurer's experts assist you in legal or administrative proceedings.

2.8.2 External costs

The insurer also pays additional costs considered necessary by the insurer for the legal assistance in your dispute. These are external costs. The costs have to be reasonable and necessary and the insurer never pays more than the following maximum amounts.

The external costs are paid as follows:

- a. Unlimited, within Europe or one of the non-European countries on the Mediterranean, if this concerns:
 - Recovering damage occurring in traffic;
 - Criminal cases.
- b. To no more than € 10,000.- if the event took place outside Europe or one of the non-European countries on the Mediterranean;
- c. To no more than € 60,000.- for all other events within Europe or one of the non-European countries on the Mediterranean.

2.8.3 Legal or administrative proceedings

For some proceedings there is maximum compensation for each proceeding, as part of the external cost maximum. This concerns legal or administrative proceedings for which there is no mandatory legal representation and for which an external legal assistance provider was engaged on your request.

The insurer pays, as part of the external cost maximum, the handling costs (fee, including office and other expenses) by this external legal assistance provider in these proceedings to no more than € 5,000.- for each proceeding.

This amount is excluding VAT. If you cannot set off VAT, the insurer also pays the VAT over no more than this amount.

Your excess is €250.-. This does not apply if you are required, under the legislation and regulations, to engage a lawyer (mandatory legal representation).

2.9 Which other costs are paid?

Other costs paid by the insurer are:

- a. Court fees;
- b. Fee of a professional and independent mediator who was engaged by the insurer for you. Only your part of the fee is paid, not the part of the counterparty;
- c. Fees of external experts engaged by the insurer to provide evidence or determine the cause or the amount of the loss;
- d. Costs of witnesses and experts called by the court, but only if the court allocated these costs to you;
- e. Legal expenses of the counterparty, if the court has ordered you to pay this;
- f. Your travelling and accommodation expenses if these are necessary, in the opinion of the insurer, in a dispute in which you are assisted by the insurer and you have to appear in a foreign court;
- g. Costs of court bailiffs;
- h. Costs incurred by you to execute a court ruling (to no later than five years after the ruling).

Did another party cause damage to you? And is it likely that he or she is unlikely to be able to compensate the damage for at least three years? In such a case the insurer will compensate a maximum of € 12,500.-. In such a case it has to be established that you are entitled to this compensation and cannot be compensated for the damage in any other way.

2.10 What is not insured?

The following costs are to your own account:

- a. Costs incurred by the counterparty to recover a claim from you;
- b. Costs that can be compensated in another way. The Legal Aid Act is not included in this assessment;
- c. The VAT, if you can set this off;
- d. A fine, monetary or other penalty imposed on you;
- e. The external costs exceeding the maximum amount.

2.11 In which cases do you not receive legal assistance?

- a. If you report the dispute at such a late date that handling the case has become notably more difficult or expensive for the insurer. The insurer can also cease the assistance if you prejudice this in any other way, for instance by providing intentionally false or incomplete information;
- b. If you have instructed another party to handle the case without the approval of the insurer;
- c. If you are involved in a criminal case in which you intentionally broke the law or in which you are accused of intentionally committing a crime. If it is shown at the conclusion of the criminal case that you did not act intentionally or consciously, the insurer shall then pay the costs incurred by you in that criminal case to no more than the cost maximum. These costs have to be necessary and reasonable;
- d. If you have been driving a vehicle without a licence. This exclusion does not apply in a criminal case if the prosecution does not concern driving without a licence or if you did not know or could not have known that the driver did not have a licence;
- e. In a dispute about the purchase of second-hand motor vehicles without a BOVAG guarantee or a guarantee by an official dealer;
- f. If a vehicle is operated for a business for example by leasing the vehicle or using it as a taxi or driving school car;
- g. You intentionally caused damage and the requirement for legal assistance is an intended or predictable consequence of your actions or negligence;
- h. If this concerns a dispute in which you were originally not a party, but now are, for example if the dispute is transferred to you, or by deposit, recovery or inheritance;
- i. If there is a dispute between you and the insurer about the interpretation and/or execution of this legal assistance agreement.

3 Legal assistance

3.1 What does the insurer expect from you if you are involved in a dispute?

Do you need legal assistance and do you want to use your insurance? Then you have to contact the insurer as soon as possible. This enables the insurer to help you in the best way and also prevents the dispute from becoming larger or more complicated.

You also have to enable the insurer to try and resolve the dispute with the counterparty without entering into proceedings and attempt to reach an amicable settlement. You have to cooperate with this in all reasonableness.

Also, the insurer expects you to properly cooperate with your legal specialist and/or the external expert who has been engaged and who is working on your case. This means that you:

- a. Clearly describe the dispute and state what you want to achieve;
- b. Provide all the relevant information and documents. You have to provide correct information;
- c. Give permission that the insurer can receive information about your case from an external expert (such as lawyers and doctors) or can inspect this information;
- d. Show the scope of the dispute and your (financial) interest in the case, if the insurer requests this. This can be done with a report by the external expert. This report should state who caused the dispute, what occasioned the dispute and what the financial consequences are for you. Does the report clearly show that you are involved in a dispute? Then the insurer shall pay the reasonable costs of the external expert you engaged. Does the report not show this? Then you have to pay the costs yourself;
- e. Cooperate in a request to act as a civil party in a criminal case;
- f. Cooperate to recover the costs of legal assistance from another party;
- g. Act correctly towards the counterparty, the insurer's employees and other persons engaged by the insurer;
- h. Do nothing that can have a negative effect on the legal assistance or the interests of the insurer. For example you cannot take any actions that would unnecessarily increase the efforts or the costs of the insurer in your dispute.

3.2 What can you expect from the insurer?

- a. The legal specialists provide expert legal assistance;
- b. The legal specialists abide by the Code of Conduct for Legal Assistance of the insurer;
- c. The insurer is a member of the Dutch Association of Insurers and abides by the Code of Conduct for Insurers;
- d. The insurer also abides by the Quality Code of the Dutch Association of Insurers;
- e. The insurer deals with the case proactively and as soon as possible for you.

3.3 Reasonable chance of success

Is it the opinion of the insurer that there is no reasonable chance anymore that the case will be successful for you? Then the insurer can cease the assistance.

3.4 Proportion interest and costs

The insurer can also pay you a certain amount instead of providing assistance. The insurer shall only do this if the costs of the assistance would be higher than the amount you can acquire from the counterparty. In that case the insurer pays the amount you would have received from the counterparty.

3.5 Handling your case

3

- 3.1**
- 3.2**
- 3.3**
- 3.4**
- 3.5**

3.5.1 Handling by an expert

The starting point is that one of the expert staff members of the insurer provides the legal assistance. This staff member shall act on your behalf towards the persons and organizations involved and negotiates with the counterparty for you. If necessary he will institute legal proceedings. It is important for the insurer that he can assess and handle your case himself as soon as possible.

3.5.2 Engaging external experts

If necessary in the opinion of the insurer, he can engage an external expert not employed by the insurer, such as a legal assistance provider or an adjuster. In this case this external expert can provide (part of) the legal assistance. Only the insurer can engage this expert, not you yourself.

3.5.3 Choosing a legal assistance provider yourself

If it is necessary to conduct legal or administrative proceedings on your behalf, you can choose a legal assistance provider yourself. In many cases the legal expert employed by the insurer can conduct these proceedings for you, but if you wish you can also choose a legal assistance provider not employed by the insurer, for example a lawyer. We call this an external legal assistance provider.

You can also choose a legal assistance provider yourself if the party that you are in conflict is receives legal assistance from the insurer.

3.5.4 Rules for engaging external experts

- a. The insurer decides whether it is necessary to engage an external expert in handling your conflict;
- b. The insurer always consults with you first before instructing an external expert;
- c. You cannot instruct an external expert yourself. The insurer always instructs the external expert on your behalf. You hereby automatically grant permission to the insurer for this by taking out this insurance. You cannot withdraw this permission;
- d. Do you want to change external experts during the handling of your dispute? The insurer does not have to allow that. The insurer also does not have to instruct more than one external expert in the same dispute;
- e. Has an expert been engaged who is not employed by the insurer? In that case the role of the insurer is limited to paying that expert's fees under the policy conditions of this insurance. The insurer is then no longer involved in the substance of the handling of your dispute. The insurer is not liable for any errors made by this external expert;
- f. If you have to be represented by a lawyer before a Dutch court, that lawyer has to be registered in The Netherlands or have a firm in The Netherlands;
- g. If the case is pending before a foreign court, the lawyer has to be registered in that country.

4 Other items

4.1 What if you don't agree on how your dispute is handled?

You and your legal expert can disagree on how the dispute that you reported to the insurer has been handled, i.e.:

- a. About the issue on whether the case is feasible; or
 - b. About the manner in which the substance of the file should be handled further legally.
- Please discuss such a difference of opinion with your legal expert. If you can't agree, ask the insurer to apply the dispute settlement rules.

4

4.1

4.1.1 What does it mean if the insurer applies the dispute settlement rules?

- a. This means that the insurer submit the legal opinion of your specialist to an external lawyer. This lawyer gives an independent opinion about the further handling of your dispute. You can choose this lawyer yourself. The insurer instruct the lawyer on your behalf. You cannot instruct a lawyer yourself for an independent opinion.
- b. The insurer pays the lawyer's fee after the insurer has given the instruction. The insurer only pays the fee if this is really necessary to execute the instruction and this fee is reasonable and necessary. These costs are not included in the maximum compensation amount paid by the insurer for this conflict (the external cost maximum).
- c. The lawyer only renders an opinion, he does not take over the handling of the case. The insurer shall follow the lawyer's opinion. The insurer is not obliged to transfer the handling of the case, after the lawyer has rendered his opinion, to an expert not employed by the insurer.
- d. Did the insurer apply the dispute settlement rules, but did you not agree with the opinion of the lawyer? And did you then have the case handled to your own expense outside of the insurer? In that case the insurer shall pay the costs of this handling, but only if you won the dispute and an external legal assistance provider handled your conflict. The insurer only pays the necessary and reasonable costs. In this case the external cost maximum and the maximum fees for handling this dispute also apply. These are stated in the policy conditions.
- e. The insurer can decide to transfer the handling of the case to an external legal assistance provider. However, this cannot be lawyer who rendered the independent opinion, nor another expert working in the same firm as this lawyer.
- f. Do you have a difference of opinion with a lawyer or another expert? In that case the dispute settlement rules do not apply.

4.2 What happens if the counterparty also has assistance from the insurer?

- a. Does your counterparty also receive assistance from the insurer? Then you are entitled to further assistance by an external legal assistance provider of your own choice. The counterparty can also do so. The insurer is the only party who can engage this legal assistance provider on your behalf. You cannot instruct the external legal assistance provider yourself. If this legal assistance provider in this case supports you in legal or administrative proceedings, the insurer shall pay the costs to no more than the cost maximum.
- b. Is your counterparty co-insured on your insurance? In that case the insurer shall only assist you. Are, apart from you, both parties in conflict with each other insured on your insurance? The insurer shall only assist the person you appoint. The starting point is that the assistance is provided by experts employed by the insurer.

4.3 What happens in cases of partial coverage or if there are more interested parties?

- a. It is possible that the dispute you reported is only partially insured. In that case the insurer shall only pay the covered part of the costs.
- b. If more parties with the same interest are involved in the dispute, you might want to take joint action. The insurer can grant permission to engage one external experts jointly with those other parties. This expert will then assist all parties involved. The insurer pays your part in the total costs of this expert. The insurer determines this party by dividing the total costs of the expert by the total number of interested parties.

4.4 A foreign government demands a deposit from you

Is a foreign government demanding a deposit from you for the release or return of your attached property? You can ask the insurer to advance this deposit. This has to concern a dispute covered by your insurance. The insurer shall advance this deposit to a maximum of € 50,000.- as an interest-free loan. Is the foreign government reimbursing the deposit? You have to repay to the insurer immediately. Are you not reimbursed the deposit? In that case you also have to repay the insurer, but within one year after the insurer has advanced the amount.

4.5 Adapting the premium and the terms and conditions

In addition to the General Terms and Conditions, the insurer is entitled to adapt the premium annually in accordance with the increase of the consumer price index for households of the Netherlands Statistics Bureau (CBS).

4.6 Do you think a mistake was made in handling your dispute?

- a. Do you think that the legal expert employed by the insurer made a mistake in the handling of your file? And do you think this causes you damage? You can report this in writing to the management of the insurer. The management shall investigate the matter and send you a response in writing;
- b. The insurer is insured against professional errors by legal experts employed by the insurer. Your legal expert can inform you about this insurance. If it is shown that the insurer's legal expert made a mistake, the insurer shall compensate the damage you suffered. The maximum compensation amount is the amount paid out by the insurer's liability insurance plus the excess of the insurer on this liability insurance;
- c. The costs you incur in your action(s) against the insurer are in principle to your own account;
- d. The insurer is not liable for mistakes by experts not employed by the insurer, such as lawyers.