

**Moped Insurance Terms & Conditions
BRF UGF**

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General and Special Conditions

These policy conditions comprise general terms and conditions and special conditions. The general terms and conditions apply to all cover. The special conditions apply to specific cover. Your policy schedule states what is covered by your insurance.

General Terms and Conditions

Article 1. What do we mean with the following terms?

The following terms are used frequently in these conditions. This is why we explain them here.

1. Policyholder

The person who took out the insurance.

2. Insured party

- a. the owner, (registration) holder, of the insured object;
- b. the principal driver and the person who drives the insured object with your permission or who travels as a passenger;
- c. the employer of the insured party if he/she is liable for damage that the insured party has caused pursuant to article 6:170 of the Dutch Civil Code.

3. You, your

The insured party or the policyholder.

4. We, us, our

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.

5. Damage event

An occurrence or a series of related occurrences with a single cause that result in damage to persons and/or property.

6. Claims assessor

A claims assessor who is registered with the Nederlands Instituut Van Register Experts (NIVRE) (Dutch Institute Registry of Claims Assessors) or who has been accepted by us. This person objectively assesses the loss/damage. He/she determines the cause of the damage event and the extent of the loss/damage.

7. Compensation

The amount that we pay for a damage event.

8. External cause of damage

An unforeseen, sudden and unexpected damage event, of which the cause lies outside the insured object.

9. Insured object

The vehicle described in the policy schedule, including the accessories also insured under the policy.

The insured object may be:

- a. a moped: a 2-wheeled or 3-wheeled motor vehicle with a maximum design speed of not more than 45 km/h and an engine with a cylinder capacity not exceeding 50cc, or an electric motor with a normal continuous maximum capacity of no more than 4 kW;
- b. light moped: a 2-wheeled motor vehicle with a maximum design speed of not more than 25 km/h and an engine with a cylinder capacity of no more than 50cc, or a continuous maximum capacity of no more than 4 kW;
- c. mobility car: a 4-wheeled motor vehicle with an unladen weight of no more than 350 kg, with a maximum design speed of 45 km/h and an engine with a cylinder capacity of no more than 50cc, or a continuous maximum capacity of no more than 4 kW;
- d. motorized bicycle: a motorized bicycle with a maximum design speed of 25km/h.

10. Catalogue value

The official price of the insured object including VAT, based on the make, model, type and design and the factory-fitted extras on the date of first use.

11. Purchase value

The purchase price of the insured object as stated on the original receipt of purchase. This receipt is from a company that is registered with the Chamber of Commerce.

12. Current market value

The amount that is required to replace the insured object in the event of a total loss or theft. This replacement vehicle is a similar vehicle of the same make, model, design type, quality, state of repair and age. This amount is determined by a claims assessor.

13. Accessories

The items and fittings attached to the insured object. They do not form a part of the standard accessories listed in the make brochure.

14. Windows

The front, side and rear windows, panoramic windows and sunroofs.

15. Total loss

If the repair costs are higher than the amount that comprises the value of the insured object before the damage event, after the deduction of the value of the remains.

16. Fire

A fire not in a fireplace caused by burning. This results in flames that can spread on their own accord. Fire is not understood to mean burnout, overheating, smouldering, singing, scorching, melting and charring.

17. Storm

An average wind speed of at least 14 metres per second over a period of 10 minutes (wind force 7 on the Beaufort scale).

18. Flooding

The submerging of land in water as a result of the collapse of dikes, embankments, dams, sluices or other water-control structures.

19. Theft

The removal of the insured property without permission.

20. Joyriding

If the insured object is used against your will, without the user having the intention of unlawfully appropriating the insured object.

21. Misappropriation

The taking away of the insured object or part of it by someone who has borrowed it from you, or who has another lawful reason for doing so.

22. Vandalism

Deliberate damaging or destruction of the insured object.

23. Premium

The amount that you pay for the insurance.

24. Fraud

The intentional (attempt) to obtain compensation or repair of damage in kind where there is no right or cover based on false information.

25. Battery

The battery or battery with charger supplied as standard with the insured object.

26. Standard lock

A lock that is fitted by the manufacturer.

27. Lock

- a. for a moped and light moped: an ART-approved lock of category 3 or higher;
- b. for a motorized bicycle: an ART-approved lock of category 2 or higher.

28. In writing

By post, fax or e-mail. If we send you an e-mail, we will send it to the (e-mail) address last known to us.

Article 2. On what is the insurance based?

- 1. The information you gave us.
- 2. The policy which is issued after acceptance based on the answers provided by you.
- 3. The general and special conditions and any additional agreements (clauses) that are made with you that we issue with the policy.

If you have not given us the right details, this may have consequences for the compensation and/or continuance of the insurance. If necessary, we will change your premium and/or the conditions or end your insurance prematurely.

Article 3. When does the insurance start and how long is the cooling-off period?

1. From the commencement date stated on your policy schedule.
2. Never earlier than the moment when the insurance was taken out.
3. You can indicate that you decided against taking the insurance out up to 14 days after receipt of the first policy schedule. In this case, the insurance never takes effect, no costs are charged for the insurance and you do not have to pay any premium.

Article 4. What is the term of the insurance and when may the policyholder cancel the insurance?

The term of the insurance is stated in the policy schedule. The policyholder may cancel:

1. As of the next principal premium due date stated on the policy schedule.
2. Daily, from the moment that the insurance has run 12 months.
3. Within 30 days after being informed as referred to in article 7. The insurance then ends on the date on which the change takes effect. The policyholder then receives a refund of the premium that has already been paid for the period of the insurance that remains. You cannot invoke this option of termination when the change is the result of an amendment to the law or legislation.
4. After a report of damage. Up to 2 months after we have informed the policyholder about our definitive standpoint regarding the loss/damage.

Article 5. Who can change the insurance?

The policyholder may submit a request to change the insurance at any time. We will assess this request.

Article 6. What changes must the policyholder report to us immediately?

1. If you or your dependents no longer have an interest in the insured object, for example, due to its sale or total loss.
2. When there are changes in:
 - a. your current account, e-mail, home or postal address;
 - b. the registration or registration holder;
 - c. principal driver or his/her address;
 - d. the use of the insured object, e.g. if the insured object is used commercially.

In the case of change(s), we may change the conditions and/or premium. In some cases, we may end the insurance. If you do not tell us about the change(s) within 14 days, this may have consequences for the cover.

Article 7. When can we alter the insurance?

1. We can alter the premium and/or the terms and conditions at a time of our choosing. You will be informed about this in advance. If you do not exercise your right under article 4.3, you agree to this alteration.
2. Indexation. We can adapt the premium annually on the main premium due date. This is done according to the latest consumer price index, issued by the Netherlands Statistics Bureau (CBS).

Article 8. When may we cancel the insurance?

1. On the main premium due date. This date is stated on your policy schedule. We observe a notice period of minimum 2 months.
2. If you have not paid the full premium and additional costs after receiving a payment reminder.
3. If you provided incorrect information to us when taking out the insurance or in the event of any damage/loss. Or when (an attempt of) fraud, swindle or deceit is committed.
4. After a claim notification, up to 2 months after we have assumed a definitive standpoint regarding the loss/damage and we have informed you of this.
5. If you report a loss/damage more than average, the cover changes or other objects are insured on this insurance several times a year. We will look for a solution together with you and make agreements for the future. If this does not in our opinion lead to an improvement or if you do not want to cooperate with this, this may result in us ending the insurance. In this case, we will send you written notification 2 months before.
6. If there is a breach of trust.
7. If you do not fulfil your obligations flowing from this agreement in full and on time.

Article 9. When does the insurance end?

1. If the insured object is sold, stolen or a total loss, unless the insurance also covers another object.
2. On death, unless the dependents indicate that they wish to discontinue the insurance.

Article 10. When is your premium refunded?

At the end of the insurance, you will receive a premium refund over the period of the insurance that has not yet lapsed (minus administration costs). When (an attempt of) fraud, swindle or deceit is committed, you have no right to a premium refund in the event of damage or when taking out the insurance.

Article 11. When must the premium be paid?

1. You must always pay the premium in advance.
2. First premium.

With the first premium we mean the premium that you must pay from the starting date of the insurance until the first premium due date.

- a. If you do not pay the first premium within 14 days of it being due, then you will not be covered from the starting date of the insurance. We are not obliged to send you a payment reminder in this case.
- b. If we decide to recover the first premium later, all additional costs will be charged to you. We will restore cover 1 day after the receipt of all outstanding amounts, if the insurance has not yet been terminated by us. Loss/damage that occurs in the period that the cover lapsed is not insured.

3. Subsequent premium.

With subsequent premium we mean the premium that you must pay after the first premium on the premium due date. This is including the premium relating to interim changes.

- a. The subsequent premium must be paid to us no later than the thirtieth day after it is due.
- b. If we are forced to recover the subsequent premium by legal means or via another external procedure, then all additional costs will be charged to you.
- c. If you refuse to pay the subsequent premium or additional costs, no cover will be granted for damage that results thereafter.
- d. You have not paid the subsequent premium or additional costs on time? Then you have no cover for loss/damage that occurs from the fifteenth day after we have sent you a demand for payment stating the consequences of not paying the premium and the payment is still not forthcoming.
- e. You remain obliged to pay the subsequent premium and additional costs. Even if the insurance is suspended. We restore cover 1 day after the receipt of all outstanding amounts, if the insurance has not yet been terminated by us. Loss/damage that occurred in the period that the cover lapsed is not covered.

Article 12. What obligations do you have?

1. Maintenance obligation:

Motorized bicycle:

If you replace your standard lock and/or 1 of the original keys, then you must report this to us immediately. Duplicate key(s) may only be copied by the manufacturer of the lock.

2. In the event of loss/damage, you are obliged to:
 - a. report the loss/damage to us as soon as possible;
 - b. limit the damage as much as possible;
 - c. follow our and/or the expert's instructions;
 - d. provide your full cooperation;
 - e. provide all information on time, so that we can settle your claim quickly;
 - f. immediately report any incidence of theft, misappropriation, vandalism, joyriding or another criminal act to the police;
 - g. not admit any guilt, give a statement or perform any act that may damage our interests;
 - h. consult with us first before you have damage repaired or the remains destroyed or before you distance yourself from the property;
 - i. inform us if the damage is also covered by another insurance, or recoverable from another, e.g. based on a guarantee scheme.

In addition, you are obliged:

1. In the event of total loss:
To handover the property to a party designated by us. This flows from a regulation of Verbond van Verzekeraars (Dutch Association of Insurers), to which we are affiliated. You are obliged to send all parts of the vehicle registration certificate and the keys of the insured object to us or the party that we designate. The sending of this is for your own risk and expense. We therefore recommend that you send this by registered post.
2. In the event of theft or misappropriation:
To handover the property to us. To send all parts of the vehicle registration certificate and the keys to us. The sending of this is for your own risk and expense. We therefore recommend that you send this by registered post.

Article 13. How do we assess the loss/damage?

1. The extent of the damage and the cause are determined by:
 - a. you and us, in joint consultation;
 - b. a claims assessor appointed by us;
 - c. a claims assessor named by us and a claims assessor named by you. In that case, these claims assessors together name an arbiter (third claims assessor) beforehand. This arbiter will deliver a binding decision in cases in which both claims assessors disagree. This decision lies within the limits of the extent of the loss/damage determined by both claims assessors.
2. We pay the fees of the claims assessor who is named by us. The costs of the claims assessor named by you are for your own expense. The costs of the arbiter will be shared equally between the parties. If the arbiter finds against the claims assessor named by us, then we will pay the costs of your claims assessor and that of the arbiter.
3. The assessment of the extent of the damage determined by the claims assessor(s) may be revised if it is shown that:
 - a. incorrect details were accounted for;
 - b. calculation errors were made.

Article 14. When do we compensate for the loss/damage?

1. We will determine whether you are entitled to compensation once we have received all the necessary information. If you are, we will pay you within 10 working days.
2. In the event of a total loss, after the ownership of the insured object has been transferred to a party designated by us.
3. In the event of theft or misappropriation, after 30 days have lapsed, from the day that you reported it to us.

Article 15. When are we entitled to recover the loss/damage from you?

If we must compensate a loss/damage by virtue of this insurance, then we can recover this loss/damage from the person to whom an exclusion applies. This right of recourse cannot lapse due to a compensation agreement between insurance companies. We may also recover damages after the insurance has ended.

It is possible that you did not know of the circumstances by which the loss/damage was not insured. Or that these circumstances occurred against your will. If you cannot in fairness be blamed for this, then we will not recover the loss/damage from you.

Article 16. Time limit

The rules of law regarding expiration apply. If we reject your request for compensation in writing, you must respond in writing within 3 years. If you do not do this, we will no longer process your response.

Article 17. What happens if the loss/damage is also insured by another insurance?

A loss/damage that according to a law or another insurance has already been compensated for or that would be compensated for if you had not been insured with us will not be compensated for by us. We will also not compensate any excess that remains for your account. However, we will compensate the amount above the amount insured elsewhere, but only up to the maximum amount insured with us.

Article 18. In which countries are you insured?

1. The insurance provides cover within the countries listed on the International Motor Insurance Card (Green Card), insofar as the countries have not been crossed through.
2. Breakdown help (article 31): only valid in the Netherlands.

Article 19. When do we not pay out?

In the case of damage is caused and/or worsened:

1.
 - a. with your permission or the permission of another interested party;
 - b. by intent and/or recklessness;
 - c. by wilful damage such as an armed conflict, civil war, uprising, civil unrest, riots and mutiny;
2. by a nuclear reaction;
3. by an earthquake and other natural disasters;
4. by an earth tremor, e.g. caused by gas extraction;
5. by (an attempt to commit) fraud;
6. because the driver was under the influence of alcohol to the extent that driving was forbidden by law;
7. because the driver was under the influence of drugs or medicine;
8. during races, speed runs or laps on racetracks.

In addition, we do not compensate for any loss/damage:

9. if you do not fulfil your obligations flowing from this agreement and consequently damage our interests;
10. if the driver refuses to cooperate in a blood test or another test to determine the level of alcohol or use of drugs or medicine;
11. if the vehicle registration of the insured object is not in the name of the policyholder or the partner who lives at the same address. This does not apply if you reported this at the outset and we accepted this;
12. if the insured object is used for work, unless agreed with us;
13. if the insured object's possible maximum speed has been increased, in conflict with legal provisions;
14. if the driver does not possess a moped certificate or driving licence for the insured object as prescribed by law;
15. if the driver may not drive as a result of a legal provision or a judgement from the court;
16. caused by a driver of a moped or light moped who is younger than 25 years, if the principal driver is older than 25 years. Unless the policy schedule states that a driver younger than 25 years is also insured under the insurance policy.

Article 20. How is the no-claims bonus on the premium determined?

The premium is determined based on among other things the bonus/malus ladder.

1. At the start of the insurance, the bonus percentage is determined based on a valid certificate of no claims bonus stating the number of claim-free years. This certificate must be issued by a Dutch insurer in your name or the insured party's name. If we have not received such a certificate, we will calculate the premium based on 0 claim-free years.
2. If no compensation is paid out in an insurance year, you will be granted a claim-free year. Then we will determine the bonus percentage for the new insurance year according to the bonus/malus ladder.
3. If we compensate 1 or more claims in an insurance year, then we will determine the bonus percentage for the new insurance year according to the bonus/malus ladder. This may affect your accumulated claim-free years.
4. Your bonus percentage is unaffected by your claim in the following situations:
 - a. if the claim is fully compensated by another party;
 - b. if a claim relating to just the transport of injured persons is compensated;
 - c. if the claim cannot or can only partly be recovered, based on a claims settlement agreement between non-life insurers;
 - d. if there is a collision with a cyclist or a pedestrian and you can in no way be blamed for the cause of the collision;
 - e. if the compensation of the claim only related to the additional cover:

1. article 27: Theft;
 2. article 28: Collision, Insured section, 1 to 7;
 3. article 29: Accident insurance for Drivers and Pillion Passengers;
 4. article 30: Legal redress assistance cover;
- f. if the claim paid by us by virtue of article 7:962 paragraph 3 of the Dutch Civil Code cannot be recovered;
- g. if you pay back the compensation within 12 months after the date of the settlement of the claim.

Bonus/Malus ladder

Claim-free years	Bonus/malus rung	Discount in %	Discount in % after:			
			0 claims	1 claim	2 claims	more than 2 claims
11	16	75	75	75	50	0
10	15	75	75	75	50	0
9	14	75	75	75	50	0
8	13	75	75	70	50	0
7	12	75	75	65	40	0
6	11	75	75	60	40	0
5	10	75	75	60	40	0
4	9	75	75	50	25	0
3	8	70	75	50	25	0
2	7	65	70	40	25	0
1	6	60	65	40	0	0
0	5	55	60	25	0	0
-1	4	50	55	25	0	0
-2	3	40	50	0	0	0
-3	2	25	40	0	0	0
-4	1	0	25	0	0	0

Article 21. How do we treat loss/damage resulting from terrorism?

We compensate loss/damage according to the Claims Settlement Protocol of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Netherlands Reinsurance Company for Terrorism Damage) (NHT). This states that we can limit the compensation of damage caused by, for example, terrorism or malicious contamination. You will find the complete text of this protocol on www.terrorisemeverzekerder.nl.

Article 22. What do we do in the event of fraud?

The following action will be taken in the event of fraud:

1. we will officially report it to the police;
- b. we will terminate the insurance;
3. we will register you in the warning system which insurance companies use;
4. you must pay back the (investigation) costs incurred by us and/or the compensation paid by us.

Article 23. What must you do if you have a complaint?

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.

Article 24. Which law applies?

This insurance is governed by Dutch law.

Article 25. How do we handle your personal details?

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.

Special conditions

These special conditions are supplementary to the general terms and conditions and apply to specific cover. Here you can read what is insured, what is not insured and what we compensate. Damage is only insured if the damage event is caused suddenly and occurs unexpectedly during the term of the insurance. Your policy schedule states what cover your insurance provides.

Cover

Article 26. Third-party liability

The cover satisfies the requirements that the Motor Insurance Liability Act and similar international legislation and regulations stipulate of it.

The insured	<p>1. The insured is damage to other persons and/or property, caused by or with:</p> <ul style="list-style-type: none"> a. the insured object; b. a trailer that has not yet safely come to a standstill outside of traffic; c. a load carried on the insured object or trailer, which falls off, or that has fallen off. <p>2. Also insured: Damage caused by or with the insured object to another motor vehicle or other trailer of which you are the owner. This only applies if this damage is not insured elsewhere.</p>
Not insured	<p>1. Not insured is damage to:</p> <ul style="list-style-type: none"> a. the driver and the possessions of the driver and owner of the insured object; b. unauthorised passenger(s) of the insured object; c. a load that is transported with the insured object and/or trailer; d. the insured object and trailer. <p>2. Not insured is also damage caused by:</p> <ul style="list-style-type: none"> a. a party who has acquired the insured object by theft or violence. This also applies to the person who knows this and illegally uses the insured object; b. while the insured object is located for more than 6 months outside the European Union.
Excess per damage event	You do not have an excess per damage event.
Compensation	<p>We compensate per damage event:</p> <ul style="list-style-type: none"> 1. in the event of damage to property, up to maximum the amount stated on the policy schedule; 2. in the event of damage to persons, up to maximum the amount stated on the policy schedule; 3. a higher amount if this is required by law. <p>We deposit: a guarantee deposit of maximum € 23,000 if a competent government body desires this in connection with a traffic accident with the insured object. This money is used for:</p> <ul style="list-style-type: none"> 1. your release; 2. the return of your driving licence; 3. lifting the seizure on the insured object. <p>As soon as the deposit is released, you are obliged to authorise us to access the guarantee deposit. Furthermore, you must provide your full cooperation to ensure that the deposit is paid back.</p>
Remark	We settle claims within the limits of the obligations that we have. We have the right to compensate injured parties directly and settle out of court.

Article 27. Theft (this cover only applies if your policy schedule states that this cover is also insured under the insurance policy)	
The insured	<p>Insured is the damage to the insured object that occurs suddenly and unexpectedly due to:</p> <ol style="list-style-type: none"> 1. theft, misappropriation or an attempt thereto and joyriding. <p>Damage to the insured object also covered is damage caused by:</p> <ol style="list-style-type: none"> 2. fire, short circuit, self-combustion and lightning strikes, if this damage is not caused by collision, skidding and leaving the road or ending up in water; 3. storm, damage exclusively the result of objects flying around or falling as a result of the storm; 4. hailstones; 5. natural disasters such as avalanche and flooding; 6. transport by a transport company, for which they are entrusted with the care of the transport; 7. breaking or cracking of the windows of a mobility car.
Not insured	<p>Not insured is damage:</p> <ol style="list-style-type: none"> 1. resulting from the insured object not being used; 2. through insufficient care. This is in any case the case if you do not keep the keys with you, in a safe, locker or in the safe-keeping of reception. Leaving them in a changing room or cloakroom is not sufficient; 3. to or the theft of illegal accessories; 4. caused by rainfall into the interior of a mobility car due to a (partially) open roof which was not closed in time; 5. caused by freezing; 6. resulting from a loss in value; 7. resulting from insufficient maintenance; 8. that comprises repair costs for wear and tear and defects, such as repair, construction or material defects; 9. caused by full theft of the insured object (with the exception of the mobility car), if we do not receive all the original keys of the standard lock and other locks. For each lock, at least 1 of the keys must show evidence of use. The risk and the costs of sending the keys to us are for the account of the policyholder; 10. caused by theft of a moped, light moped or motorized bicycle if the standard lock and other lock have not been used; 11. to the windows of the mobility car as a result of breaking and cracking if this is the result of skidding, collision or leaving the road or ending up in water; 12. to the windows of a mobility car that comprises scratches, dirt or superficial damage; 13. while the insured object is located for more than 6 consecutive months outside the Netherlands.
Compensation	<p>We will compensate:</p> <ol style="list-style-type: none"> 1. if total loss or theft of the insured object does not apply: <ol style="list-style-type: none"> a. the repair costs, after we have received the repair receipt; b. if the insurance was taken out via a two-wheeler dealer, the amount on the repair receipt will be paid to the repairer less the excess; c. 50% of the estimated repair costs, excluding VAT, less 50% of the excess, if the damage is not repaired. 2. at the moment of total loss or theft of the moped, light moped or mobility car and if you are the first owner according to the vehicle registration certificate: <ol style="list-style-type: none"> a. the purchase value: if the moped, light moped or mobility car is not yet 12 months' old. The purchase value is maximum the insured amount and is never lower than the current market value; b. the insured amount: if the moped, light moped or mobility car is older than 12 months' old. This amount is reduced by 1.8% for each complete month that has

	<p>passed calculated from the 13th month. This amount is never lower than the current market value.</p> <ol style="list-style-type: none"> 3. at the moment of total loss or theft of the moped, light moped or mobility car and if you are not the first owner according to the vehicle registration certificate: the current market value. 4. at the moment of total loss or theft of the motorized bicycle if you are the first owner: <ol style="list-style-type: none"> a. the purchase value: if the motorized bicycle is not yet 36 months' old. The purchase value is maximum the insured amount and is never lower than the current market value. If the insurance was taken out via a two-wheeler dealer, then we will provide a new motorized bicycle of the same make and type. The compensation is paid directly to the two-wheeler dealer with whom you took out the insurance; b. from the 4th year, the insured amount minus 25%; c. from the 5th year, the current market value. 5. the current market value: if you are not the first owner. The payment is made after deducting the excess and the value of the remains. 6. for damage to just the battery: the purchase value of a new battery of the same type and quality. This amount is reduced by 1.5% for each complete month that has passed calculated from the purchase date of the battery. We will never pay less than 25% of the purchase value of the battery.
Excess per damage event	<ol style="list-style-type: none"> 1. Moped and light moped: see the policy schedule for this; 2. Motorized bicycle: if damaged: € 20; 3. Mobility car: <ol style="list-style-type: none"> a. for the replacement of a window: € 150; b. for the repair of a window: € 0; c. for other damage: € 300.

Article 28. Collision (this cover only applies if your policy schedule states that this cover is also insured under the insurance policy)	
The insured	<p>Insured is the damage to the insured object that occurs suddenly and unexpectedly due to:</p> <ol style="list-style-type: none"> 1. fire, short circuit, self-combustion and lightning strikes, if this damage is not caused by collision, skidding, leaving the road or ending up in water; 2. storm, damage exclusively the result of a storm blowing over the insured object and objects blown around by the storm or falling objects; 3. hailstones; 4. natural disasters such as an avalanche and flooding; 5. demonstrable collision with animals; 6. transport by a transport company, for which they are entrusted with the care of the transport; 7. breaking or cracking of the windows of a mobility car; 8. vandalism; 9. collision, skidding and leaving the road or ending up in water; 10. another external cause of the loss/damage. <p>Clothing and helmet Insured is damage to clothing and helmet caused by an external cause of damage involving the insured object. This also applies when:</p> <ol style="list-style-type: none"> 1. getting in/out or stepping on/off the insured object; 2. refuelling the insured object; 3. performing emergency repairs on the insured object during the journey.
Not insured	<p>Not insured is damage:</p> <ol style="list-style-type: none"> 1. resulting from the insured object not being used;

	<ol style="list-style-type: none"> 2. to illegal accessories; 3. caused by rainfall into the interior of a mobility car due to a (partially) open roof which was not closed in time; 4. caused by freezing; 5. involving a loss in value; 6. resulting from insufficient maintenance; 7. resulting from refuelling with the wrong fuel; 8. caused to the windows of a mobility car that comprises scratches, dirt or superficial damage; 9. that comprises repair costs for wear and tear and defects, such as repair, construction or material defects; 10. while the insured object is located for more than 6 consecutive months outside the Netherlands; 11. caused by theft, misappropriation or an attempt thereto and joyriding.
Compensation	<p>We will compensate:</p> <ol style="list-style-type: none"> 1. if total loss of the insured object does not apply: <ol style="list-style-type: none"> a. the repair costs, after we have received the repair receipt; b. if the insurance was taken out via a two-wheeler dealer, the amount on the repair receipt will be transferred to the repairer less the excess; c. 50% of the estimated repair costs, excluding VAT, less 50% of the excess, if the damage is not repaired. 2. at the moment of total loss of the moped, light moped or mobility car and if you are the first owner according to the vehicle registration certificate: <ol style="list-style-type: none"> a. the purchase value: if the moped, light moped or mobility car is not yet 12 months' old. The purchase value is maximum the insured amount and is never lower than the current market value; b. the insured amount: if the moped, light moped or mobility car is older than 12 months' old. This amount is reduced by 1.8% for each complete month that has passed calculated from the 13th month. This amount is never lower than the current market value. 3. at the moment of total loss of the moped, light moped or mobility car and if you are not the first owner according to the vehicle registration certificate: the current market value. 4. at the moment of total loss of the motorized bicycle if you are the first owner: <ol style="list-style-type: none"> a. the purchase value: if the motorized bicycle is not yet 36 months' old. The purchase value is maximum the insured amount and is never lower than the current market value. If the insurance was taken out via a two-wheeler dealer, then we will provide a new motorized bicycle of the same make and type. The compensation will be paid directly to the two-wheeler dealer with whom you took out the insurance; b. from the 4th year, the insured amount minus 25%; c. from the 5th year, the current market value. 5. the current market value: if you are not the first owner. The payment will be made after deducting the excess and the value of the remains. 6. for damage to just the battery: the purchase value of a new battery of the same type and quality. This amount is reduced by 1.5% for each complete month that has passed calculated from the purchase date of the battery. We never pay less than 25% of the purchase value of the battery. 7. for damage to clothing and helmet: <ol style="list-style-type: none"> a. the repair costs, after we have received the repair receipt; b. the current market value by total loss. <p>Per driver/passenger, we pay maximum € 350 per damage event.</p>
Excess per damage event	<ol style="list-style-type: none"> 1. Moped and light moped: see the policy schedule for this; 2. Motorized bicycle: if damaged: € 20;

	<p>3. Mobility car:</p> <ul style="list-style-type: none"> a. for the replacement of a window: € 150; b. for the repair of a window: € 0; c. for other damage: € 300.
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Article 29. Accident insurance for Drivers and Pillion Passengers (this cover only applies if your policy schedule states that this cover is also insured under the insurance policy)	
What do we mean with accident?	Accident is understood to mean sudden external physical violence that occurs independently of the will of the insured and that impacts directly on the body causing permanent invalidity or death.
What is insured?	This cover provides an entitlement to a payment when, as a result of an accident with the insured object, an insured party: <ul style="list-style-type: none"> 1. dies; 2. is fully or partially invalidated.
What do we pay out?	<p>In the event of an accident, the following is paid out per insured party:</p> <ul style="list-style-type: none"> 1. In the case of death: € 3,000. From this payment, all amounts are deducted that are paid according to this cover with regard to the same accident owing to invalidity. If the invalidity payout paid is higher than the payout on death, then the higher amount is not recovered. 2. In the case of permanent invalidity: maximum € 30,000. The payout for permanent invalidity is a percentage of the insured amount. The size of this percentage is determined based on 2 questions: <ul style="list-style-type: none"> a. What body part is permanently invalidated? b. Has the functioning of this body part been fully or partially lost? <p>We apply an objective point of departure: the degree of invalidity of the whole body as a result of the injury. We base this on the most recent publication of the Guides to the Evaluation of Permanent Impairment of the American Medical Association (AMA). We determine the degree of invalidity without looking at the profession, hobbies or activities of the insured. The degree of permanent invalidity is always determined by an independent specialist. Was the insured already permanently invalidated before the accident and was this worsened by the accident? Then we look at the degree of permanent invalidity before and after the accident. We determine the payout based on the difference.</p> <p>If we have not yet determined the degree of invalidity within 1 year after the date of the accident or we or the person involved thinks that this degree of invalidity may as yet change, then we will defer this decision until no later than 3 years after the date of the accident.</p>

Article 30. Legal Redress Assistance (this cover only applies if your policy schedule states that this cover is also insured under the insurance policy)	
Please note!	You cannot derive any rights from this legal redress assistance if: <ul style="list-style-type: none"> 1. the damage event occurred before the starting date of the legal redress assistance; 2. the damage event could be foreseen at the moment of concluding this legal redress assistance.
Who will handle your case?	The legal redress assistance will be provided by Stichting MRT Rechtsbijstand, (hereinafter referred to as: MRT) Postbus 739, 7900 AS, Hoogeveen, The Netherlands (website: www.mrtrechtsbijstand.nl , e-mail: schade@mrtrechtsbijstand.nl).
Who is insured?	The insured is/are: <ul style="list-style-type: none"> 1. you;

	<p>2. your legitimate heirs, insofar as they can bring an action for maintenance according to article 6:108 of the Dutch Civil Code.</p>
The insured	Recovering damages that you have suffered in a traffic accident. This involved you and the insured object.
Compensation	<p>We compensate the following costs:</p> <ol style="list-style-type: none"> 1. the costs of MRT's services; 2. the costs of an external legal assistance provider, bailiff and other experts engaged by MRT, if you cannot get these costs reimbursed pursuant to the legal provisions; 3. litigation and court costs, and the costs of a binding opinion or arbitration. Commutation payments, fines and other measures imposed by way of penalty are not insured; 4. expenses of witnesses; 5. the costs of legal redress assistance of an opposite party if you have to pay them by virtue of a judgement, binding opinion or arbitration; 6. travelling and accommodation costs incurred in consultation with MRT if you must appear in person before a court abroad; 7. if one must litigate, the maximum insured amount for costs of an external legal assistance provider chosen by the insured is € 5,000. This maximum applies to the fees and the office costs of the external legal assistance provider. All other costs incurred within the scope of conducting legal proceedings, such as costs of bailiffs, experts, assessors' costs, court fees and the like do not fall under this and are compensated for insofar as they fall within the cost maximum. If MRT chooses the external legal assistance provider, the normal cost maximum applies. <p>If an opposite party is ordered to pay the costs of legal redress assistance, then this money is paid to MRT. This only applies if the costs are incurred by MRT.</p>
Cost maximum	We will never pay more than € 25,000 in total per damage event.
Handling your case	<p>We will handle your case as follows:</p> <ol style="list-style-type: none"> 1. if MRT judges that legal redress assistance has a fair chance of succeeding, then MRT will grant legal redress assistance. If MRT judges that there is not a fair chance of succeeding, MRT will give reasoned arguments as to why it will not handle the case; 2. if MRT takes on a case, it will first try to reach an amicable settlement in consultation with you; 3. only MRT may instruct the engagement of an external legal assistance provider; 4. MRT has the option of paying you the damages if the costs of the legal redress assistance exceed the financial interest; To recover these damages, there must be legal redress assistance cover; 5. if legal redress assistance is immediately needed after a traffic accident abroad, the insured party may independently instruct an external legal assistance provider to give him/her legal redress assistance, after obtaining permission from MRT. In that case, the cost maximum of € 25,000 per damage event applies.
You do not agree with MRT's standpoint	<p>What must you do if you do not agree with the standpoint of MRT:</p> <ol style="list-style-type: none"> 1. if you do not agree with the decision of MRT that there is no fair chance of achieving a result, then you must report in writing stating your reasons to MRT. You may then seek advice from an external legal assistance provider chosen by yourself after consulting with MRT and at the expense of MRT. Only MRT may issue an instruction to an external legal assistance provider. If the external legal assistance provider agrees with you, then MRT will proceed with the case according to the advice of the external legal assistance provider; If proceedings are necessary, you may yourself choose an external legal assistance provider. This may not be the external legal assistance provider or an office colleague of the external legal

	<p>assistance provider that gave you advice;</p> <ol style="list-style-type: none"> if the external legal assistance provider does not or does not entirely share your opinion, then you may proceed with the case yourself at your own expense; if the result envisaged by you is however achieved, then MRT will reimburse you for the costs incurred by you.
Conflict of interests	<p>There is a conflict of interests if several insured parties in a dispute can claim legal redress assistance from us.</p> <p>In this regard, the following situations can occur:</p> <ol style="list-style-type: none"> if there is a dispute between the policyholder and a co-insured on one policy, we will only grant legal redress assistance to the policyholder; if there is a dispute between two co-insured on one policy, we will only grant legal address assistance to the person designated by the policyholder; if there is a dispute between two insured parties on two different policies, then both insured parties are entitled to legal redress assistance from an external legal assistance provider of their choice at our expense. We will reimburse the expenses of each insured party up to the cost maximum.
Your obligations	<p>As soon as you are aware of a damage event for which you would like to request legal redress assistance, you must:</p> <ol style="list-style-type: none"> report all relevant facts to MRT in writing as quickly as possible. You authorise MRT to represent your interests by way of this report; send all correspondence and documents received to MRT as quickly as possible without answering them yourself; provide your full cooperation to MRT or external legal assistance provider; omit everything that may damage the interests of MRT.
Not insured	<p>We will not reimburse any costs of legal redress assistance if:</p> <ol style="list-style-type: none"> you yourself engage an external legal assistance provider; you report the case more than one year after the damage event for which you are contacting MRT; it concerns a dispute with us about this insurance contract; the value of the case is lower than € 250.
Compensation if the opposite cannot pay	<p>If the party liable cannot pay, and the damages cannot be recovered in any other way, MRT will compensate for all the insured together up to a maximum of € 500 per damage event.</p>
Lapse of right to legal redress assistance	<p>Your right based on the insurance lapses after 3 years from the moment that MRT assumes a definitive standpoint regarding the:</p> <ol style="list-style-type: none"> absence of cover; absence of a fair chance of the case being successful; (non-)reimbursement of costs.

Article 31. Breakdown help (this cover only applies if your policy schedule states that this cover is also insured under the insurance policy)	
What can you expect from us in the event of a breakdown?	<p>Our breakdown help aims to facilitate (emergency) repair at the place of the breakdown. If this is unsuccessful, or it appears not possible beforehand, we will ensure that you, and one possible travelling companion, are safely transported to your (temporary) place of residence or holiday address. We will take your insured object, if you wish, to:</p> <ol style="list-style-type: none"> a two-wheeler dealer of your choice, within 25 kilometres of the place of the breakdown; a two-wheeler dealer chosen by us, more than 25 kilometres from the place of the breakdown.
What should you bear in mind when seeking breakdown help?	<ol style="list-style-type: none"> Your insured object must be maintained at a two-wheeler dealer and comply with the legal requirements. We need your cooperation, for example, when we ask for information. You must follow the instructions and advice of the party offering assistance. He/she will assess whether you have a right to help.

	<ol style="list-style-type: none"> 4. The party offering assistance can engage another party, for example, a transport company. 5. The party offering assistance can only help if he/she can safely reach your insured object without breaching laws or regulations. This is subject to the judgement of the party offering assistance.
When are you entitled to breakdown help?	<ol style="list-style-type: none"> 1. For a breakdown in transit that is directly related with the normal use of the insured object. 2. For a breakdown occurring at least 1 kilometre from your (temporary) place of residence or holiday address.
How often are you entitled to breakdown help?	You are entitled to breakdown help 3 times per calendar year.
What costs are for your account?	The material costs of (emergency) repairs at the place of the breakdown are for your account. The costs of follow-up repairs are also for your account. If you lose the breakdown assistance card, we will send you a new card for an administration fee.
When do we not help you?	<p>Besides the general exclusions in article 19, we will also not help you if:</p> <ol style="list-style-type: none"> 1. you could have foreseen the breakdown before you departed; 2. you breakdown as the result of a flat battery, if the battery was insufficiently charged or it has run flat because its maximum capacity has been reached; 3. you call on our help while you are in breach of the law; 4. you behave unreasonably or aggressively towards our staff or towards parties engaged to give assistance, or if the situation is deemed threatening; 5. if it appears to us that you wish to abuse our service.