

Guide to the policy conditions

Important comment

General	Art. 1	Definitions of terms
	Art. 2	Extent of cover
	Art. 3	Territorial scope
	Art. 4	Exclusions
	Art. 5	Obligations/loss of rights
	Art. 6	Claims
	Art. 7	Premium
Modules		
Legal liability	Art. 8	Extent of cover
All risk or Fire or Fire/theft or Theft	Art. 9	Extent of cover
	Art. 10	Additional compensation
Passenger accidents	Art. 11	Extent of cover
Boat legal assistance	Art. 12	Extent of cover
Jet ski / Water scooter	Art. 13	Extent of cover

Clauses Schedule to Boat Insurance

BOAT INSURANCE CONDITIONS

KOV PLV2018

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

The special conditions below apply only if the policy schedule shows that this module is co-insured. If provisions of these special conditions differ from the provisions of the applicable general conditions KOV ALG, the provisions of these conditions will prevail.

IMPORTANT COMMENT

Your pleasure craft is a valuable possession. All pleasure craft owners are therefore aware of the fact its possession and use require considerable care. An insurance policy is part of this. An insured is nevertheless expected to do everything reasonable to prevent damage. The boat insurance conditions contain compulsory prevention measures which are laid down in two provisions. Their contents are so important that we explicitly want to draw your attention to them.

You will find said texts in clauses 4.2 and 4.3 of the condition. **Please consult these clauses.**

General

Art. 1 Definitions of terms

1.1 Watercraft

The pleasure craft described in the policy with its ancillary (standard) equipment and accessories, such as nautical equipment, as well as the tools on board, and furthermore:

- the propulsion system referred to in the policy;
- the tender belonging to the watercraft with its standard equipment, provided the tender meets the criteria referred to in clause 1.3.

1.2 Fast motorcraft

The watercraft referred to above, if it is provided with such a mechanical propulsion system that a speed of more than 30 km per hour can be reached.

1.3 Tender

If the insured watercraft is a motorboat, a tender will count as: not more than one watercraft which is connected with the insured watercraft in such a way that when it is not in use, it is carried along by way of the davit or in a storage space specially constructed for that purpose, which was already provided for when the watercraft was built. The tender must also have the following properties:

- insured sum not more than € 5,000;
- motor capacity not more than 10 hp (13.58 kW);
- a length not exceeding the maximum width of the watercraft.

If the insured watercraft is a sailboat, a tender will count as: not more than one rubber boat, ready to sail but not in use, carried along properly fastened to the deck of the watercraft. When not ready to sail, the tender will be co-insured only during the time it is stored in or on the watercraft.

1.4 Trailer

The trailer approved for transport of the watercraft or suitable for the public road.

The trailer must have the following properties:

- insured sum not more than € 5,000;
- not over 15 years old when the insurance is taken out.

1.5 Nautical equipment

All mechanical and electronic equipment on board which is specifically designed and made to serve as navigation equipment.

1.6 Personal effects

All items on board which are property of the insured, in so far as they are items intended for use on board the watercraft, in so far as such use is in accordance with the designated recreational use of the watercraft or with another designated use stated in the policy. The following do not count as personal effects:

- money, valuable paper, bank-guaranteed cheques, debit cards and traveller's cheques;
- telecommunication and optical equipment, including appurtenances, unless such equipment is present in the form of a personal computer or notebook or laptop, also if taken along for a different use;
- expensive items such as jewellery, eyeglasses, watches and photography/filming equipment;
- motor vehicles, also including a moped or motorised bicycle.

1.7 Propulsion system

The system(s) and appurtenances for the purpose of the mechanical propulsion of the watercraft, including:

- the engine, with reverse gear;
- the drive, consisting of a propeller shaft, propeller coupling and propeller;
- cooling equipment, in so far as mounted to or on the engine;
- the instrument panel, including cables, in so far as intended for the direct operation of the propulsion system.

1.8 Preventive measures

Preventive measures mean: measures taken by the government and/or insured(s) and/or third parties to prevent imminent danger of terrorism, fire and theft or - if such danger has materialised - to limit its consequences.

Art. 2 Extent of cover / Covered risk

The cover of this insurance relates to events connected with the possession and use of the watercraft. Those events are described in more detail in clause 9.1. Such an event must have occurred during the term of the insurance. It must also have been uncertain to the insured at the time the insurance contract was concluded that this event would occur. If the cover is extended in a subsequent change, the date of the change will count as the time the contract for the more extended cover was concluded.

Art. 3 Territorial scope

Damage will be covered and a right to payment will exist accordingly only if the event on which the damage is based occurred within the applicable territorial scope as referred to below and specified on the policy schedule.

- a. Netherlands Inland Waterways limited. The insurance is in force on the inland waterways of the Netherlands except the IJsselmeer (except for the journey between Amsterdam and Muiden), the Markermeer, the Wadden Sea, the Dollard, the Eems, the Eastern and Western Scheldt.
- b. Netherlands Inland Waterways comprehensive. The insurance is in force on all Netherlands inland waterways.
- c. Europe, including coast cover (Standard cover territory). The insurance will be in force in the Netherlands and on all European inland waterways. The coast line constitutes the boundary for this. During the period from 1 March to 1 November, the insurance will also be in force for ocean sailing up to 10 miles from the coast of the European countries, in so far as there is no consecutive stay for more than 6 months outside the Netherlands, within the boundaries of the territorial scope. The Atlantic Ocean in front of the coast of Norway, Iceland Greenland, the United Kingdom, Ireland, France, Spain and Portugal is excluded.
- d. European Seas limited
The insurance will be in force in the Netherlands and on all European inland waterways. In so far as there is no consecutive stay for more than 6 months outside the Netherlands, this insurance will also be in force the whole year within the territory bounded by 45° and 63° Northern Latitude, 15° Western Longitude and 25° Eastern Longitude.

Art. 4 Exclusions

In this article, several circumstances and (damage) situations are described under which the company can rely on an exclusion with respect to damage and/or costs qualifying for compensation under articles 3, 8, 9, 10 and 11. The company will do this only when there is reasonably a direct connection between those circumstances/that situation and that damage and/or those costs. Reliance on an exclusion means that the damage and/or costs in question will not be paid or not be paid in full.

4.1 Deliberate act and insured's major fault

The exclusion applies to damage the insured has caused deliberately or by his/her own major fault. In this context, the company will use the terms 'deliberate act' and 'insured's major fault' in accordance with the views Netherlands case law has developed in this regard.

4.2 Insufficient care

Insufficient care means:

- a. Overdue maintenance
Failure to carry out (or have carried out) the maintenance inspection activities the company may expect of the policyholder / stakeholder. Failure to remedy or have remedied an 'inherent defect' (see clauses 9.1.d and 9.1.e) of which the policyholder/stakeholder is aware or to take other measures to prevent damage resulting from a known inherent defect is also considered overdue maintenance.
- b. Existing damage / faulty repair
Not repairing (or having repaired) existing damage to the watercraft. Existing damage is also considered to be the situation that damage has been repaired in a faulty manner and the policyholder / stakeholder should have known about this.
- c. Insufficient prevention when the watercraft is not in use
not taking measures - or not taking them sufficiently - which may be expected of the policyholder/ stakeholder to prevent damage due to exposure to precipitation, effects of damp and frost during the period that the watercraft and personal effects present therein are out of use for a longer time. Annual winter storage is an example of such a period.

4.3 Insufficient measures to prevent theft

Reliance on this exclusion will be possible in general if measures are not taken - or not taken sufficiently - which may be expected of the policyholder/stakeholder to prevent theft of the watercraft and any other insured objects. The exclusion will apply at any rate if certain preventive measures were not taken in the cases referred to below.

- a. Watercraft susceptible to theft
If a watercraft is
 - six metres long or less and/or
 - an open sloop,the policyholder/stakeholder must protect the watercraft against theft when it is left unattended.

The required protection must be an anchoring consisting at least of (a combination of)

- a cable - dismantled or not - with a hard steel core of at least 10 millimetres;
- one or more locks or padlocks of sound quality.

The watercraft is deemed to be left unattended if it is at a location other than a properly locked space (such as a warehouse, shed or boathouse) without supervision by the policyholder / stakeholder.

b. Transport of equipment/parts of the watercraft

When items are transported to and from the watercraft which are part of its equipment (also parts of the watercraft), additional care will be expected of the policyholder/stakeholder to prevent theft of those items from the means of transport. The required care will not have been taken at any rate if the items present are visible from the outside in the unattended means of transport.

c. Personal effects susceptible to theft

To the extent items are present in the watercraft that are among the personal effects which, in view of their value, can be considered 'susceptible to theft', (such as audiovisual and computer equipment not attached to or mounted to the watercraft), additional care will be expected of the policyholder / stakeholder to prevent theft thereof when the watercraft is left unattended. If possible, such things should be removed from board and taken along. The additional care required of the insured also applies to cover of the personal effects during transport to and from the watercraft. The required care will not have been taken at any rate if the items present in the means of transport which are susceptible to theft are visible from the outside of the unattended means of transport.

d. Prevention of theft of an outboard motor

Any co-insured outboard motor must be attached to the watercraft with an SCM/TNO approved lock specially developed for outboard motors, aimed at preventing theft.

e. Theft prevention in case of transport by trailer

If a trailer is used, it must be protected from theft during the time it is not directly supervised by the insured or the person using the trailer with at least a hitch lock and wheel clamp approved by SCM/TNO. Failure to take this measure will not only result in application of this exclusion with respect to the watercraft on the trailer, but also to the trailer if it is co-insured. In that case, the exclusion will also apply if there has been only theft of the trailer.

f. Supervision

A condition of this insurance is that if the insured watercraft is left temporarily in an unguarded yacht basin or mooring place, the insured will be obliged to see to it that the insured watercraft is adequately supervised or guarded.

4.4 Participation in competitions/water ski races.

Not insured is damage caused:

- a. While the boat is used to participate in competitions at sea.
- b. While a boat with an outboard motor with more than 25 hp (18.4 kW) or which is stern-driven or a boat with a built-in petrol motor with more than 50 hp (36.7 kW) is used to participate in competitions other than water ski competitions.
- c. During participation in water ski races.

4.5 Wear and tear and other gradually acting conditions

This exclusion relates to:

- Damage consisting of the consequences of wear and tear, except when fire, explosion or collision is the direct consequence of the wear and tear;
- Damage that consists of or results from the (gradual) action of damp, air or soil, air or water pollution. This exclusion does not apply to the action of suddenly occurring soil, air or water pollution which the insured was not reasonably able to prevent from acting on the watercraft (and on any other insured items);
- Damage consisting of decay/erosion of metal due to galvanic corrosion or electrolysis.

4.6 Rental, transport of persons, different use and use in conflict with the law

This exclusion relates to damage occurring while the watercraft:

- is rented out;
- is used for charter purposes;
- is used to transport persons for payment;
- is used for purposes other than what the company might have expected based on the information provided when the insurance was taken out or on a subsequent change by or on behalf of the policyholder;
- is used to participate in an (attempted) offence or another activity in conflict with the law.

4.7 Alcohol / narcotic substances

This exclusion relates to damage occurring while the captain or driver is under the influence of alcoholic beverages or any narcotic, stimulating or similar substance to such an extent that he/she is or would have been prohibited by the law or government from driving the boat/means of transport.

4.8 Navigation licence

This exclusion relates to damage occurring during sailing if the captain of the watercraft does not hold the legally required navigation licence, unless he/she demonstrates that sailing is in accordance with all applicable rules.

4.9 Special exclusion for 'fast motorcraft'

If the watercraft meets the description 'fast motorcraft', the following provisions will apply:

- a. Person at least 18 years old present
There will be no cover of events during sailing if the requirement is not met that at least one person on board must be 18 years of age or older who is responsible for the manner of sailing.
- b. Additional requirements for pulling water skiers
While one or more water skiers are being pulled, an additional condition for cover is that a second person must be on board who is at least 14 years of age, who supervises the water skier and the ski line.

4.10 Special exclusion for rubber boats/inflatable boats.

Damage to and/or loss of belts and/or pedals is excluded from this insurance.

Art. 5 Obligations / Loss of rights

5.1 Obligations upon changing mooring place

If the watercraft has a permanent mooring place elsewhere than in the Netherlands, the policyholder must report this to the company. The company will be entitled to terminate the insurance if it is of the opinion that the (new) mooring place entails an increased risk and the policyholder does not agree to any new terms proposed by the company on which continuation of the insurance would be possible.

5.2 Obligations upon transfer of ownership

The policyholder must inform the company of a transfer of ownership (such as sale) of the watercraft. Cover will end immediately at any rate from the time the policyholder no longer has an interest in the watercraft, whether or not this was reported in good time. The company will also be entitled to terminate the insurance unless it is agreed (or was already agreed when the transfer was reported) that the insurance will be continued for the benefit and in the name of the new owner.

Art. 6 Claim

6.1 Settlement of claims relating to the watercraft

- a. Claim settlement based on repair
If repair is possible and there is no total loss, the company will reimburse the costs involved in repair. If parts are replaced, no deduction will be applied for presumed 'new for old' improvement, unless the following are replaced:
 - tarpaulin, pipe covers and other similar parts;
 - an outboard motor that is more than 3 years old at the time of the damage;
 - parts that prove to have been damaged before the loss event as a result of wear and tear as referred to in clause 4.5.The (residual) value of necessarily replaced parts will, however, be deducted from the compensation. The company will have the right to suspend the compensation determined as long as the damage has not been properly repaired. If a year has elapsed since assessment of the damage without the damage having been properly repaired, the claim will be settled by paying half of the amount of compensation determined, unless another arrangement is made in consultation.
- b. Claim settlement based on total loss
The compensation to be paid will be determined on the basis of total loss if:
 - repair is not possible;
 - repairs are not made in spite of the possibility to do so;
 - there has been theft/conversion of the entire watercraft.In case of total loss, compensation will be determined at the difference between the value of the watercraft immediately before the loss event (the current market value) and the value immediately afterwards (the residual value). Settlement based on total loss cannot lead to more being paid than the amount needed for repair.

- c. Value guarantee in case of damage within 3 years
If a total loss claim arises within three years of the purchase date of the watercraft, the purchase value will count as the current market value of the watercraft as stated on an (original) receipt issued by a water sport firm or yacht broker registered at the Chamber of Commerce.
- d. Additional payment upon the purchase of a new watercraft
If as a result of total loss, the insured proceeds to purchase another watercraft, he/she will have a right to an additional payment if and in so far as the purchase price exceeds the amount of compensation qualifying for payment. The additional payment will amount to 10% at most of the current market value of the (insured) watercraft, on the understanding that it will not be more than 110% of the insured sum. The insured must demonstrate the purchase of the replacement watercraft as well as the level of the amount due and the purchase price paid.
- e. Meaning of the insured sum / Excess / VAT
The compensation determined in accordance with the foregoing provisions, less the excess, will be paid up to a maximum of the insured sum for the watercraft, unless a right exists under clause 6.1 to a payment over and above the insured sum (110% at most). The payment will be exclusive of VAT if:
 - the policy or the corresponding clause shows that this has been agreed and/or
 - the policyholder has a right to deduct the VAT as input tax.
- f. No application of excess
The excess will not be applied to the following event(s):
 - damage to the tender belonging to the watercraft (see clause 1.3)
 - total loss of the insured watercraft
 - if the Aon Hulpdienst (Emergency Service) is called upon.

6.2 Settlement of claims relating to personal effects

- a. New-for-old value/current market value settlement
In case of damage to personal effects, the difference will be compensated between the new-for-old value of the damaged items immediately before the loss event less the residual value. If, however, repair is possible for a lower amount (even if this amount includes any reduction of value), that lower amount will be compensated. In settling the claim, instead of the new-for-old value, the current market value of the damaged items will be taken into consideration if:
 - the value immediately before the loss event (current market value) is less than 40 % of the new-for-old value;
 - they are items with an antiquarian or rarity value.
New-for old value means: the purchase price at the time of the loss event will apply to items of the same type and quality as the damaged items. Current market value means: the new-for-old value just referred to, less a sum for reduction of value based on obsolescence, wear and tear and state of maintenance of the damaged items.
- b. Meaning of insured sum / Excess
The compensation determined in accordance with the preceding provision, less the excess, will be paid up to a maximum of the insured sum for the personal effects.
- c. Special maximum payments
In settling claims relating to damage to personal effects, the following maximum payments will apply as well:
 - € 500 per event for special sport equipment on board, such as sport fishing rods, water skis, wetsuits);
 - € 500 per event for items on board that were taken along for activities other than sailing; golf equipment and bicycles are at any rate considered as such items.If a special maximum payment is applied, any excess will not apply.

6.3 Settlement of claims relating to the propulsion system

- a. Distinction between repair and total loss
If repair is possible, the company will reimburse the costs involved in repair up to a maximum of the value of the propulsion system immediately before the loss event (the current market value). If the repair has put the propulsion system in a substantially better condition, the company reserves the right to apply a reasonable deduction for presumed improvement. If repair is not possible (also in case of theft/conversion) or repairs are not made, the compensation will be determined at the difference between the value of the propulsion system immediately before the loss event (the current market value) and the value immediately afterwards (the residual value). But more will never be paid than the amount needed for repair.
- b. Definition of the of insured sum / Excess / VAT
If an insured sum is stated on the policy, the compensation determined in accordance with the preceding provision will be paid up to a maximum of that sum. The amount to which the policyholder is entitled will be paid with deduction of the excess. The same rules will apply to the compensation

of VAT as stated under 'Settlement of claims relating to the watercraft'.

6.4 Settlement of claims relating to the trailer

In case of damage, not more than the insured sum for the trailer will be compensated:

- if repair is possible: the repair costs, but never more than the value at the time immediately before the damage, with deduction of the value of the remains;
- in case of total loss: the value at the time immediately before the damage, with deduction of the value of what may be received back.

6.5 Financing

If in case of damage, a financing or lease agreement proves to have been concluded for the insured property, the company will take account of the rights of the financing/lease company.

6.6 Excess in case of a concurrence of claims

If the watercraft as well as the personal effects and/or the propulsion system qualifies for compensation, the excess will be applied not more than once.

6.7 Transfer of ownership in case of theft

In case of theft/conversion of the watercraft and/or the insured personal effects, the compensation determined will be paid after a reasonable period has elapsed within which the items that disappeared may be expected to be returned, as well as after the insured has transferred the ownership of these items to the company at its request.

Art. 7 Premium

7.1 No-claim

a. Discount for no-claim sailing

At the start of each new insurance year, a bonus will be given on the annual premium specified on the policy schedule of:

- 10 % after one no claim insurance year;
- 15 % after two consecutive no-claim insurance years;
- 20 % after three consecutive no-claim insurance years;
- 25 % after four consecutive no-claim insurance years;
- 30 % after five consecutive no-claim insurance years;
- 35 % after six consecutive no-claim insurance years;
- 40 % after seven consecutive no-claim insurance years;
- 45 % after eight consecutive no-claim insurance years;
- 50 % after nine or more consecutive no-claim insurance years;

b. Regression in case of a claim

When a claim is reported, the no-claim bonus will be reduced as follows:

- from 50 % to 35 %
- from 45 % to 25 %
- from 40 % to 20 %
- from 35 % to 15 %
- from 30 % to 10 %
- from 25 % or less to 0 %

In case of two claims in one insurance year, the no-claim bonus will regress to 0 %.

c. No regression in spite of a claim

A reported claim will not have any effect on the no-claim bonus, however, if:

- the company does not have to pay compensation (irrespective of any costs it has incurred);
- the company has recovered the full amount of compensation it paid or has not been able to recover it in full as a result of a settlement agreement concluded between insurance companies or as a result of statutory provisions that limit the obligation to compensate a guilty party;
- damage has been caused only to the co-insured tender (see clause 1.3).

d. No-claim protection

In case of one claim in a year preceded by at least 11 no-claim years, the no-claim bonus in force at that time will be maintained as of the next premium due date. In that case, the number of no-claim years will be reduced to nine.

e. A call upon the Aon Hulpdienst has no effect on the no-claim bonus.

f. Meaning of no-claim Insurance year

No-claim insurance year means a period of twelve months from the last premium due date in which the Insurance taken out with the company has remained in force uninterrupted and in which no claim was reported.

Third-party Liability

This module applies only if the policy shows that it is co-insured.

Art. 8 Extent of cover

The Insurance covers the liability of the insureds referred to below for damage caused to persons and property by or with the watercraft during the term of the insurance, including the loss arising therefrom. The following provisions also apply to this cover.

a. Insureds

The following count as insureds:

- the policyholder, or other natural or legal person in his/its capacity as owner of the watercraft;
- the persons on board the watercraft with explicit or tacit permission from the policyholder/owner.

b. Insured sum / Claim settlement

Per event, for all insureds concerned together, not more than the insured sum for 'liability' specified in the policy will be paid. The company will be entitled to settle the payment directly with the injured party or parties. In doing so, the interests of the insured(s) will be taken into consideration.

c. Costs of defence in a civil or criminal action

If necessary over and above the insured sum, as a result of a covered event within the meaning of this cover, the company will compensate the costs of defence in a civil or criminal action brought against insured, provided the insured is assisted in that action by counsel appointed by the company. Costs of defence also mean: any other costs involved in the legal assistance provided by the company in a civil or criminal action. No right exists to compensation of fines imposed, buyout payments and (other) court costs connected with a criminal action.

d. Mutual liability

The liability of the insureds with respect to one another is covered only in relation to the personal injury suffered by the insured(s) concerned and, moreover, in so far as no other claims for compensation are possible on another basis. Only the natural persons directly involved in the event or their surviving relatives have a right to compensation.

e. Exclusion for property on board

Liability for damage to items of property on board will not be covered, regardless of who owns those items of property.

f. Limitation in case of a 'fast motorcraft'

If the watercraft comes under the category 'fast motorcraft', the liability of the water skier(s) pulled by the watercraft will be covered on condition that the general requirements referred to in clause 4.9 relating to a 'fast motorcraft' are met.

g. Advance of security deposit

If as the result of a covered loss event, the local competent authority requires a security deposit to guarantee the rights of the injured party/parties, the company will provide this up to € 25,000 at most for all insureds together. The insured(s) liable for the loss must cooperate fully in allowing the company to regain possession of the amount provided as soon as the security deposit is released.

Third-party Liability, Fire, Fire/Theft, Theft

This module is applicable only if the policy shows that it is co-insured.

If the **Fire module** is applicable: only 9.1.a. will apply

If the **Fire/Theft module** is applicable: only 9.1.a and b. will apply.

If the **Theft module** is applicable: only 9.1.b. will apply.

Art. 9 Extent of cover

9.1 Watercraft

Third-party Liability Module

The insurance gives the policyholder a right to compensation for loss or damage (hereinafter also referred to jointly as damage and/or loss) of the watercraft if and in so far as such damage and/or loss is the result of the covered events referred to below. This is irrespective of whether that event occurred during sailing or during other circumstances connected with the possession and use of the watercraft (such as winter storage, transport on a trailer, and stay at a shipyard for maintenance/repair).

a. Fire, explosion, lightning stroke and spontaneous combustion;

Fire and explosion, whether or not they occurred in or outside the watercraft.

b. Theft, conversion, joy sailing or attempts thereat;

c. External contingencies

An external contingency, which means: an event which with respect to the watercraft can be considered a sudden, unforeseen effect of violence. The following can at any rate be considered as such a cause:

- collision;
- sinking;
- theft of (parts of) the watercraft including damage occurring during an attempted theft;
- conversion;
- malicious damage (vandalism).

d. Blister formation in polyester through osmosis

Osmosis, in so far as it results to blister formation in polyester parts of the watercraft and on condition and on condition that the osmosis damage is disclosed within three years of the first launching of the watercraft.

e. Inherent defect in the watercraft

An inherent defect exists in the watercraft in the event of an inferior property of (part of) the watercraft which prevents the watercraft or the relevant part from functioning in a manner which, normally speaking, may be expected of (that part of) the watercraft. The same holds if the inferior property is the result of a construction or design error. Damage due to an inherent defect will be compensated on condition that the inherent defect was not known - or could not reasonably have been known - to the policyholder/stakeholder(s) and there is no question of excluded 'damage due to an inherent defect' as referred to in clauses 4.2 and 4.5.

f. Inherent defect in the propulsion system

An inherent defect in the propulsion system exists in the event of an inferior property of (part of) the propulsion system which prevents it from functioning in a manner which, normally speaking, may be expected of (that part of) the propulsion system. The same holds if the inferior property is the result of a construction or design error. An inherent defect will count as a covered cause of damage as long as the propulsion system is not more than 10 years old. Damage due to an inherent effect will be compensated on condition that the inherent defect was not known - or could not reasonably have been known - to the policyholder/stakeholder(s) and there is no question of excluded 'damage due to an inherent defect' as referred to in clauses 4.2 and 4.5'.

9.2 Trailer

The insurance gives a right to compensation for loss or damage (hereinafter referred to jointly as damage and/or loss) of the trailer - provided this is insured and this appears from the policy sheet - if and in so far as such damage and/or loss is the result of one of the covered events referred to below and no other insurance can be relied upon for compensation of the damage and/or loss. The owner of the trailer, provided he/she is the policyholder, will count as the entitled party.

The insurance only covers damage and/or loss due to:

- fire, explosion, spontaneous combustion and lightening stroke;
- theft, conversion and loss;
- storm, which means a wind velocity of at least 14 metres per second;
- collision, capsizing, skidding off the road or landing in the water or any unexpected external contingency, even if an above-mentioned cause results from an inherent defect.

9.3 Personal effects

The insurance gives a right to compensation of loss and damage (hereinafter referred to jointly as damage and/or loss) of personal effects- provided this is insured and this appears from the policy sheet- if and in so far as such damage and/or loss is the result of one of the covered events referred to below and no other insurance can be relied upon for compensation of the damage and/or loss. The owner of the personal effects, provided he/she is the policyholder, or a person who was on board the watercraft at the time of the loss event with explicit or tacit permission from the policyholder will count as the entitled party.

a. Damage and/or loss during presence in the watercraft

The following will count as covered events if the personal effects were on board the watercraft:

- fire and explosion, whether or not they originated in or outside the watercraft, and lightening stroke;
- theft from the watercraft, but only if the stolen personal effects were kept in a locked space of the watercraft and the theft became possible by forcible entry into the space; this condition will not apply in case of theft or conversion of the entire watercraft;
- any event affecting the watercraft, as referred to in clause 9.1, if that event also resulted in damage to the watercraft itself that is eligible for compensation.

- b. Damage during presence elsewhere
The insurance will also cover the personal effects the policyholder has purchased for use on board but which are temporarily outside the watercraft if the personal effects are stored in a properly locked space or in the policyholder's house. The cover applies to damage resulting from:
 - fire, spontaneous combustion, explosion, lightening stroke;
 - theft, if made possible after forcible entry into the locked space or the house in which the personal effects are kept.
- c. Damage during transport of the personal effects
For the items of property among the personal effects, which are kept elsewhere in connection with storage or transport to or from the watercraft, the following will count as covered events:
 - fire, spontaneous combustion, explosion, lightening stroke;
 - theft, if made possible after forcible entry into the locked space (which also means the vehicle in which the personal effects are transported to or from the watercraft) in which the insured items of property are kept;
 - a traffic accident in which the means of transport was involved and was damaged.

9.4 Excess

- 9.4.1 A standard excess per event applies to all boats as stated on the policy schedule. This excess will apply even if only personal effects have been damaged.
- 9.4.2 For centreboard sailboats, an excess applies to damage to masts, sails and other rigging of: 50% of the assessed loss but never more than € 113 per event.
- 9.4.3 A standard excess of € 50 per event applies to the boat trailer.

Art. 10 Additional compensation

If necessary over and above the maximum payment for damage to the ship and or personal effects, the insurance will provide cover of the costs referred to below. The policyholder or another person or body explicitly indicated by the policyholder holder as stakeholder will be considered the entitled party.

- a. Costs to prevent and limit damage
The costs will be compensated of measures taken during the term of validity of the insurance by or on behalf of the policyholder or an insured and are reasonably called for to prevent immediately threatening damage for which the insurance would have provided cover if the damage had occurred. The same holds for costs incurred to limit such damage. These costs will be compensated up to a maximum of the insured sum - or the maximum compensation - that applies to the damage for which the costs of prevention or limitation were incurred.
- b. Assistance and salvage charges
The costs of assistance/salvage charges will be compensated up to a maximum of the insured sum of the watercraft which the policyholder or other stakeholder in the watercraft recognised by the company paid in consultation with the company to prevent or limit a covered loss. If prior consultation was not reasonably possible, the company will subsequently determine the extent to which the costs paid were reasonably incurred to prevent or limit damage to the watercraft and/or personal effects and compensate the reasonable costs so determined.
- c. Unloading and clean-up costs
If the watercraft has incurred damage to such an extent as a result of a covered event that the policyholder - or another stakeholder in the watercraft recognised by the company - is required by a statutory provision/ordinance to unload or clean it up, and it has been decided in consultation with the company to unload or clean it up, the costs involved in this will be compensated up to a maximum of the insured sum of the watercraft.
- d. Costs of transport and guarding
If the watercraft has suffered damage to such an extent as a result of a covered event that it cannot reach the nearest repair establishment on its own power, the costs will be compensated which the policyholder - or another stakeholder in the watercraft recognised by the company - has incurred for the necessary transport and/or guarding. The right to compensation will apply in so far as there has been prior consultation with the company about the need for transport and/or guarding and the company has approved the costs involved. If prior consultation was not reasonably possible, the company will subsequently determine the extent to which the costs were reasonable and compensate them accordingly.
- e. Costs of renting a replacement watercraft
If the watercraft cannot be used any more after a covered loss event without an initial (emergency) repair to be carried out within two days, the costs will be compensated with the insured, after prior consultation with the company, has incurred for
 - renting a replacement watercraft, similar to the insured watercraft, or

- a stay in a hotel or similar accommodation, if the watercraft is used at the time of the loss event as holiday accommodation. The compensation will be not more than € 350 per day and never more than € 3,500 per loss event.

Accident insurance for passengers

This module applies only if the policy shows that the all-risk module has been co-insured.

Art. 11 Extent of cover

The insurance gives a right to benefit if an insured dies as a result of an accident, becomes fully or partially disabled or has incurred costs for medical treatment. The following provisions apply to this cover:

a. Accident/Insureds

Accident means: an event from which a medically determinable bodily injury arises as a direct and exclusive consequence of an unexpected, external force affecting the insured's body. Insureds are the persons who, with explicit or tacit permission from the policyholder/owner, are on board or are disembarking from the watercraft with at the time they are affected.

b. Insured sums/Person entitled

The sums to be paid are:

- € 7,500 if death is the sole direct consequence of the accident;
- €12,500 in case of (100%) permanent functional disability; in case of a lower disability percentage a percentage of this sum will be paid accordingly;
- € 2,500 as maximum compensation of the costs involved in necessary medical treatment as a result of the accident. These costs will be compensated only if and in so far as no other insurance or provision can be relied on for their compensation. The person entitled to benefit is the insured who is affected by the accident. In case of death, the benefit will be paid to the legal heir/heirs of the insured, except for the State.

c. Maximum benefit per event

If as a result of the same event - or a series of related events - several insureds have been affected by an accident, the maximum benefit for all those insureds together will be € 25,000. Application of this provision may result in proportional reduction of the benefit to which each insured is entitled in accordance with the rule set out above under b.

d. Application of the Accident Insurance Conditions

In settling a call upon accident cover, the company will also take account of the relevant provisions of the applicable special conditions of Accident Insurance KOV ONG. These conditions will be sent at the policyholder's request.

Boat legal assistance

Art. 12 This module applies only if the policy shows that it has been co-insured.

Definitions of terms

In the conditions, the following terms mean:

12.1

DAS:

DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V., Postbus 23000, 1100 DM Amsterdam

12.1.1 Insured:

12.1.2 Policyholder

12.1.3 The captain or passenger authorised by the policyholder concerning the cover referred to in 12.4.3.

12.1.4 The surviving relatives of the insured, if and in so far as they can file a claim or provision for the costs of living as a result of an accident for which entitlement to legal assistance exists under this insurance.

12.1.5 Legally authorised expert: an expert on the particular matter who, according to the applicable rules on the right to bring an action, may provide the necessary legal assistance in (any) court or administrative proceedings.

12.2 Territorial scope, court with jurisdiction, applicable law

Legal assistance is provided in:

- 12.2.1 Europe and the countries round the Mediterranean Sea, provided a court of one of those countries has jurisdiction and the law of one of those countries is applicable, in case of:
- 12.2.2 recovery of a loss arising from bodily injury or property damage
- 12.2.3 criminal matters
- 12.2.4 disputes arising from towing and repair agreements
- 12.2.5 The Netherlands in all other cases, provided a Dutch Court has jurisdiction and Dutch law is applicable.

12.3 Cover

General

The risk is insured that in a dispute, an insured has to provide for his/her own need for legal assistance as a result of an accident, provided:

- 12.3.1 the event and the need for legal assistance arising from it occur during the term of the Insurance
- 12.3.2 the need for legal assistance could not reasonably have been foreseen at the start of the insurance cover.
- 12.3.3 Legal assistance means:
- 12.3.4 the provision of legal advice to prevent or resolve a (threatening) dispute concerning the insured;
- 12.3.5 representing the insured's legal interests in a dispute in which he/she is involved, by:
 - conducting a defence, in or out of court, against (criminal) actions;
 - filing and defending applications and notices of objection on his/her behalf;
 - enforcing judgments, decisions or arbitral awards;
- 12.3.6 reimbursing or advancing costs of legal assistance arising from the above-mentioned activities, as described in more detail in 12.4.2.
- 12.3.7 In case of doubt as to the existence of a dispute, the insured must make the dispute plausible at the request of DAS by way of a report by an expert appointed in consultation with DAS.

Insured activities

12.4 With respect to events that can be connected with the insured watercraft and/or the boat trailer described in the policy, the insured will be entitled to the following legal assistance by DAS

- 12.4.1 If the insured has become involved in a dispute in carrying out the activities referred to below, he/she will be entitled to legal assistance, in so far as an interest of his/hers measurable in money has been affected.
- 12.4.2 The insured activities are:
- 12.4.3 Sailing with the insured watercraft and/or using the boat trailer referred to in the policy
- 12.4.4 Having available, maintaining and replacing the insured watercraft/boat trailer.

Inability to pay

12.5 DAS will compensate the insured for loss resulting from an unlawful act by another, in so far as it exceeds the excess referred to in 12.15.1, up to € 750 at most. It will do so in case the recovery action fails because of the other party's inability to pay, unless the insured can have the loss compensated in a different way.

Security deposit

12.6 DAS will advance the insured a sum not exceeding € 12,500 if a foreign government demands payment of a security deposit in a covered criminal case for his/her release, the return of his/her navigation licence or the lifting of attachment of the insured watercraft.

- 12.6.1 By accepting the advance, the insured irrevocably authorises DAS to take possession of it as soon it is released, and he/she accepts the obligation to cooperate fully in the immediate refund of the advance to DAS. The insured must repay the advance as soon as possible, but at any rate within one year after it was provided.

12.7 The costs of legal assistance

- 12.7.1 The costs of legal assistance include:
- 12.7.2 Internal costs: the costs of the experts employed by DAS
- 12.7.3 The following external costs:
 - fees and disbursements, in so far as considered customary, of the external experts engaged by DAS
 - the costs of witnesses, in so far as awarded by a court
 - court costs still payable by the insured or which he/she was ordered to pay in a final and conclusive judgment

- the necessary travel and accommodation expenses, to be incurred in consultation with DAS, in case his/her personal appearance has been ordered by a foreign court or is urgently desired by the lawyer engaged
- the costs involved in enforcing a judgment.

12.7.4 Not eligible for compensation:

12.7.5 the external costs referred to in 12.7.3 that exceed the agreed maximum costs per claim on legal assistance. If several claims on legal assistance arise from one fact or a body of facts, the maximum costs will apply to these claims together

12.7.6 external costs which under a contractual or statutory provision can be recovered from, settled or compensated by others (except for claims under the Legal Aid Act). DAS will advance these costs.

12.8 Provision of legal assistance

12.8.1 DAS will provide the legal assistance. DAS guarantees the deployment of all experts in its employ. DAS will consult with the insured about the manner of handling and he/she will be informed of the feasibility of the desired result.

12.8.2 DAS will compensate the external costs arising from this up to € 25,000 at most per claim on legal assistance. These maximum costs will apply to all claims together that arise from one fact or one body of facts.

12.8.3 DAS will not have to provide legal assistance if, besides the insured, other stakeholders also (want to) bring an action. If DAS does not provide legal assistance, it will reimburse the insured in proportion to the jointly incurred costs of legal assistance.

12.8.4 In case DAS cannot not complete the case itself in connection with the exclusive right to plead in court, DAS will transfer it to a lawyer or a legally authorised expert. Lawyers or legally authorised experts will be eligible who are registered or have offices in the Netherlands if the case is heard in the Netherlands, or are registered with the foreign court if the case is heard there.

12.8.5 After consulting with the insured, only DAS will be entitled to engage lawyers, legally authorised experts and other experts. The latter will always be engaged on behalf of the insured. The insured irrevocably authorises DAS to do so.

12.8.6 In case a lawyer or legally authorised expert as referred to in the Insurance Industry (Supervision) Act is engaged, DAS will go along with the choice by the insured. In other cases or in case of the engagement of another external expert, DAS will determine the choice.

12.8.7 DAS will not be liable for loss incurred through or in connection with handling by an external expert.

12.8.8 DAS will be entitled not to provide (further) assistance if the interest of the case does not outweigh the (further) costs of legal assistance to be incurred. In that case DAS will make a sum available which is equal to the interest of the case.

12.9 Exclusions

DAS will not provide legal assistance (which also includes giving advice):

12.9.1 In relation to events whereby the insured does not comply with an obligation to which he/she is subject under these conditions

12.9.2 In disputes over the operation of the watercraft (rental, transport, examinations, lessons etc.)

12.9.3 In disputes over the purchase of a second-hand pleasure craft, unless it was bought at a shipyard or official dealer

12.9.4 In tax law cases (also including inheritance taxes, levies, user fees, contributions, administrative charges, import and excise duties)

12.9.5 In disputes over warranting or taking over claims of others by assignment, debt novation, subrogation or suretyship

12.9.6 In conducting a defence against claims based on unlawful act or recourse actions taking their place

12.9.7 In criminal cases in which there has been an intentional act or omission or conditional intent on the part of an insured

12.9.8 In disputes caused by or arising from armed conflict, civil war, revolution, civil commotion, riots, commandeering and industrial action

12.9.9 In disputes cause by, occurring during or arising from a nuclear reaction, irrespective of how the reaction originated.

12.10 Obligation in case of loss

In all cases in which the cover for Boat Legal Assistance is called upon, the insured must report this to the company as soon as possible, quoting the insurance details and giving the fullest possible

description of the incident.

12.11 Waiting time

- 12.11.1** DAS will not provide legal assistance if the claim arises from or is connected with facts or circumstances which occurred within 3 months from the start date of the insurance.
- 12.11.2** DAS will not rely on the provision in 12.11.1:
- 12.11.3** If this insurance immediately follows similar insurance and the insured could have derived the same rights if that insurance had continued
- 12.11.4** if the insured could not have foreseen these facts or circumstances when the insurance was taken out. He/she must demonstrate this at the request of DAS.

12.12 Conflicts of interests

There is a conflict of interests as soon as both parties to a dispute are entitled to legal assistance by DAS. In that case:

- 12.12.1** if there is a dispute between the policyholder and one of the co-insureds on one policy polis, DAS will provide legal assistance only to the policyholder
- 12.12.2** if there is a dispute between two co-insureds on one policy, DAS will provide legal assistance only to the insured indicated by the policyholder
- 12.12.3** if there is a dispute between two insureds on two different policies, both insureds will be entitled to require that legal assistance is provided to them by a lawyer or expert authorised by law of their own choice at the expense of DAS.

12.13 Disputes procedure

- 12.13.1** If the insured disagrees with the opinion of DAS on the feasibility of the manner of handling the case, he/she may request to have this difference of opinion presented to a Dutch lawyer of his/her choice.
- 12.13.2** In that case, DAS will present the difference of opinion, with all relevant documents to the indicated lawyer and request him/her to give an opinion. If desired, the insured may also express his/her views on the difference opinion. The lawyer's opinion will be binding on DAS. The costs will always be payable by DAS.
- 12.13.3** If the insured does not agree with the lawyer's opinion, he/she can continue the handling of the case at his/her own expense and risk. If he/she is held to be wholly or partially right, DAS will pay the reasonably incurred costs of legal assistance up to the maximum insured costs at most.
- 12.13.4** The right to bring a difference of opinion on the interpretation or application of these conditions before a court will lapse after 12 months have passed since DAS made its position known in writing.

12.14 No-claim bonus

A bonus given under the General Conditions for no-claim insurance years will not apply to the premium for Boat Legal Assistance.

12.15 Excess

- 12.15.1** An excess of € 125 applies to the cover referred to in 12.5.
- 12.15.2** Excesses referred to in General Conditions or clauses do not apply to Boat Legal Assistance.

Jet ski / Water scooter

Art. 13 This module applies only if the policy shows that the insured watercraft is a jet ski or water scooter.

13.1 Damage, costs or losses incurred while participating in competitions with the jet ski are not insured. Liability with respect to the water skier concerned is not insured. A right to compensation will exist only if:

- the jet ski/water scooter is driven by a person over 25 years of age who possesses the legally required navigation licence
- the jet ski/water scooter is driven outside the waters delineated for recreational swimming. The excess is € 125, unless the policy shows that a different excess applies.

13.2 Only third-party liability and damage to or loss of the boat through fire and theft are insured. In departure from the general conditions, damage to or loss of the boat as a result of theft is insured only if the boat is kept in a locked space. The theft must be preceded by forcible entry into the locked space. A locked space means: a space secured by a lock, with walls and a roof, which cannot be entered otherwise than by an authorised person using a key.

- 13.2.1** Special exclusions:
Damage, costs or losses occurring while the boat is used to participate in competitions are not insured. Liability with respect to the water skier concerned is not insured.
- 13.2.2** Value appraisal in case of damage
In departure from the general conditions, the basis for calculation of the payment is the current market value up to a maximum of the insured sum.

Clauses Schedule to Boat Insurance

If one or more of the following clause numbers are quoted on the policy schedule, the contents of the relevant clause will apply in addition to or as a replacement of the provisions of the general and/or special conditions.

The content of an applicable clause may entail an extension or limitation of the cover and therefore prevails over the provisions contained in the general and/or special conditions.

MPV02 Deduction of new for old

Contrary to the provisions in the conditions, if the watercraft is repaired in case of damage, the repair costs will be compensated subject deduction of a 'new for old' improvement.

MPV08 Inherent defect

Damage to the watercraft or to the propulsion system as a result of an inherent defect will be covered only to the extent the inherent defect has resulted in fire, explosion or stranding or collision of the watercraft.

M9128 DAS Free Lawyer Choice (VAK)

The following additional terms apply:

a. Is it in a judicial or administrative procedure according to the law and regulation not required to have a lawyer? Then there is no question of mandatory legal representation and the following shall apply:
1. If a legal specialist, who is employed by DAS, grants legal aid, these are internal costs. This also applies if a debt collection or bailiffs Office designated by DAS collects the claim. DAS will reimburse this internal cost unlimited. DAS will reimburse additional external costs up to the maximum costs in the Special terms and conditions.

2. If DAS enables on your request a chosen external legal adviser (including also a debt collection or bailiffs Office that is not by DAS is preferred)? DAS will pay, as part of the maximum insured cost, the necessary and reasonable treatment cost (fee including office costs and other costs) of these external legal adviser in that procedure. DAS will pay for this treatment costs a maximum of
- € 2,500.- per labor law procedure
- € 3,000.- per administrative and social insurance procedure for two bodies together
- € 5,000.- per other procedure

* Does not apply for a debt collection procedure without substantive defense. In that case, DAS will compensate to the maximum amount to be charged by your chosen legal aid according to the applicable regulations (salaries in canton offices).

b. Do you ask DAS to enable an external legal counselor for a judicial or a administrative (debt collection) procedure, while DAS is not required to turn on a lawyer?

Then you have to pay an own risk of 250 euros. This also applies if you decide not to collect your claim for the legal collection of the debt collection agency and / or the reseller office that DAS has enabled for this purpose. Only after DAS has received this own risk, DAS will instruct the external legal counselor you have appointed.