

TERMS AND CONDITIONS PRIVATE MOTORCYCLE INSURANCE

**KOV ALG
KOV MOT
CL MOT
KOV MRM**

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General Terms and Conditions KOV ALG

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General information

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

What to do in case of damage?

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

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

From The Netherlands 020 592 91 36;

From abroad +31 20 592 91 36;

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

Do you need emergency repairs?

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

Has your motorcycle been stolen?

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

Report any other damage online

Go to your online policy folder.

Always immediately report to the police;

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

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

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

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

1 What can you expect from us?

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

2 What do we expect from you?

We expect from you that you:

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

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

3 For which motorcycle is this insurance?

This insurance is for private motorcycles, motor scooters or motor carriers, that you insured with us and of which the registration is noted on the policy schedule. This is always a motorcycle requiring a category A driving licence or a category B driving licence if this is a three-wheeled motor scooter. Anything that the manufacturer attached on, to or in your motorcycle is also considered part of your motorcycle. In these terms and conditions we shall refer to "motorcycle".

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

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

4 Who are insured?

This insurance applies to the following persons:

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

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

5 Where are you insured?

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

6 When does the insurance start?

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

7 A new proposal for your insurance

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

8 When can you terminate your insurance?

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

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

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

9 When can we terminate the insurance?

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

- If we decide not to present you with a new proposal at the end of the insurance term. We shall inform you 2 months in advance;
- If you do not pay the premium on time. In the article dealing with premiums (article 14) we shall explain what we do in that case;
- If the no-claims years that Roydata sent us differ from the no-claims years you submitted to us. And if we would not offer insurance based on those no-claims years;
- If we would not have offered you the insurance if you had given us the right information straightaway;
- If you report much and minor damage to us.

The insurance shall be terminated immediately if:

- You move aboard permanently. Are you moving within the EU? Then the insurance expires no later than at the end of the policy year;
- Your motorcycle has a foreign registration;
- The insured motorcycle is technically total loss. In such a case the motorcycle is damaged so badly that it can no longer be safely repaired;
- You no longer have an interest in the insurance. For example if you sell the motorcycle or if the motorcycle is no longer registered in your name. You have to report this to us within 8 days. Otherwise you remain responsible for the damage caused by the motorcycle. So it is important to inform us about such situations.

10 What do we do if we discover fraud?

If we discover fraud, we take several measures:

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

Some examples of fraud are:

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

11 Which damage do we never pay for?

For all coverage and other categories we never pay for:

- Damage caused by an event prior to the commencement date of the insurance;
- Damage that is already compensated under any law or by another insurance, or would be compensated if you did not have insurance with us;
- If it is found that when taking out the insurance or reporting damage you deliberately misled us or if important information was withheld;
- If you or an insured party refuses to cooperate in settling the damage and thus prejudice our interests;
- Damage caused by an insured party intentionally or recklessly, or if you gave someone permission to do so;
- If you are liable solely because you, or someone on your behalf, made an appointment or entered into an agreement. For example if you promised to deliver something on time but can no longer do so due to an accident.

Organized violence (Wilful damage)

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

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

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

Nuclear reaction

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

We also never pay for damage:

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

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

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

12.1 What do we do in case of terrorism?

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

12.2 (Inter)national legislation and regulations

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

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

13 When do we recover damage?

From another party

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

From an insured party

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

14 Your premium

14.1 When do you have to pay your premium?

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

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

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

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

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

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

14.3 Alteration of premium and conditions

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

14.4 How do we calculate the premium?

In calculating the premium and accepting the risk we at least take into account:

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

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

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

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

The No-claims table gives your new bonus percentage.

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

How do we determine your no-claims bonus?

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

15.1 How does the no-claims table work?

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

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

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

No-claims table

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

15.2 No Blame system

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

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

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

15.3 How does the no-claims years table work?

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

The no-claims years table works as follows:

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

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

Table no-claims years

Number of no-claims years in the next policy year

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

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

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

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

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

15.5 Where are your no-claims years stored?

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

16 How long do you have to claim your damage?

When must you submit your claim?

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

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

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

17 How do we handle your privacy?

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

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

18 Do you have a complaint about your insurance?

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

After receiving your complaint we will contact you as soon as possible but in any case within two weeks. With complaints about the service provided by the insurance company, you can of course approach the management of the insurance company directly. If desired, you can request contact details from Aon.

Experience shows that most complaints are handled satisfactorily. If, however, we are unable to find a solution, you can turn to the Klachteninstituut Financiële Dienstverlening with your complaints.

PO Box 93257, 2509 AG The Hague
telephone 077 333 8 999, Website www.kifid.nl.

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

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

19 What do we mean by...?

Trailer

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

Accessories

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

New-for-old value

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

Damage

We offer coverage for two types of damage:

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

Policy year

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

We/us

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

Liability

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

20 What is insured?

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

21 What amounts are insured?

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

22 What is insured additionally?

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

Deposit

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

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

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

Legal costs

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

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

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

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

24 How do we settle damage?

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

The Limited Comprehensive and Comprehensive Insurance

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

General

25 Who are insured?

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

Limited Comprehensive Insurance

26 What is insured if you chose Limited Comprehensive Insurance?

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

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

Comprehensive Insurance

27 What is insured if you chose Comprehensive Insurance?

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

28 What is not covered by the insurance?

- Anything referred to in the chapter 'What damage do we never pay for?' (article 11) and damage excluded from third-party cover ;
- Damage to illegal accessories, such as a radar detector;
- Damage to parts that alter the power or clutch of the motorcycle (tuning);
- Gradual impact (such as wear and tear, weather influence, freezing);
- If the driver:
 - Was under the influence of drugs or if his driving ability was impacted by medicines;
 - Drank more alcohol than legally permitted to drive a motor vehicle;
 - Refuses a breathalyzer or urine or blood test or was banned from driving for a (in) definite period.
We shall not invoke this if you can show that this was done outside your knowledge and against your will and that you cannot be blamed for this.
- Loss occurring because your motorcycle is worth less after damage (depreciation);
- Loss occurring because you were temporarily unable to use your motorbike;
- Loss due to (attempted) theft, break-in and joyriding if:
 - Your motorcycle did not have the proper alarm system. Your policy schedule states the proper alarm system.
If there is damage, on our request you have to show that your motorcycle has a functioning security system, such as by showing a VbV/SCM certificate or purchase invoice.
 - Your motorcycle was not properly locked;
 - The keys to the motorcycle were in the motorcycle;
 - The keys to the motorcycle were stolen and you did not replace the lock as soon as possible.

29 How do we handle damage to your motorcycle?

29.1 How do we assess the loss?

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

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

In that case you can engage a loss adjuster. Please inform us. Loss adjusters have to abide by the Code of Conduct for Loss Adjustment Organizations. If they reach the same conclusion, this result is binding to you. If the loss adjusters cannot agree, they jointly appoint a third loss adjuster, who will make a binding loss assessment. We shall pay the fees of this third loss adjuster. We shall also pay the reasonable costs of the loss adjuster you engaged.

29.3 Was there previous damage?

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

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

30.1 What excess applies in case of damage?

- For your insurance there is an excess of € 90.-. This is the amount you yourself have to pay in case of damage.
- Possibly we agreed another excess with you. That will be on your policy schedule.
- For drivers aged 23 or younger, there is always an additional excess of €45.-. This is added to any other excess.

30.2 Can the damage be repaired?

If there is no total loss, we shall pay the repair costs after deduction of the excess.

31 Is your motorcycle total loss?

When is there total loss?

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

31.1 What schemes are there for total loss?

In cases of total loss there are the:

- New-for-old value scheme, for motorcycles less than 36 months old;
- Current value if new-for-old scheme applies.

31.2 When can you use the new-for-old value scheme?

- The motorcycle was newly marketed in The Netherlands. So not an imported motorcycle and
- The motorcycle has Comprehensive Insurance (so not third-party insurance or Limited Comprehensive Insurance) and
- The insured amount is no more than € 25,000.- and
- Your motorcycle is no older than 36 months at the time of the loss and
- The repair cost are more than 2/3 of the new-for-old value

Is your motorcycle no older than 15 months?

In that case we shall pay the new-for-old value of your motorcycle. That is the amount for which you can now buy the same or a similar motorcycle. We take into account the make, the model, the construction, the co-insured accessories and any taxes.

Is your motorcycle older than 15 months but no older than 24 months?

We first deduct 1% of the new-for-old value for each month of the age of the motorcycle.

For example: if your motorcycle is total loss and 16 months old at that time, we deduct 16% from the new-for-old value of the motorcycle.

Is your motorcycle older than 24 months but no older than 36 months?

We deduct 1% per month for the first 24 months (so 24% in total) and for the months after that 0.5%.

For example: if your motorcycle is total loss and 30 months old at that time, we deduct 27% (24% for the first 24 months + 6 months 0.5%) from the new-for-old value of the motorcycle.

We shall deduct the value of the remains and the excess from the payment. The disassembly company shall pay you directly for the remains. You can always choose the current value if that is more advantageous for you.

31.3 The current value

If the current value scheme does not apply, for example because the motorcycle is more than 36 months old or because you are not the first owner, we pay the current value for the motorcycle in case of total loss. This is the value of the motorcycle immediately prior to the damage. We shall deduct the value of the remains (which you will receive from the wholesale buyer) and the excess.

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

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

In cases of total loss we pay out after:

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

32 How are your accessories insured?

Your accessories are insured for free up to €500. If you stated a higher amount on your application, you are insured for the amount on the policy schedule.

By 'accessories' we mean those items not necessary for the normal operation of the motorcycle, but that form part of the standard equipment. For example a top or a side case, a tank bag, a covering sheet but also your ART lock category 4 or 5.

What do we pay for electronic equipment?

For built-in equipment that;

- Is part of the standard equipment we pay the amount required for replacement;
- Is not part of the standard equipment and is not co-insured but built in later, we pay a maximum amount of €450.-;
- For portable electronic equipment and sound recorders we pay a maximum amount of €250.- for each event and for all equipment combined.
- For separate navigation systems we pay no more than € 500.- for each event.

Helmet and clothing damage

We also pay the damage to your helmet and motorcycle clothing if these were damaged in a traffic accident, also for the helmet and clothing of a passenger. We never pay more than €750.- for each event. This damage shall be paid based on current value.

33 What is insured additionally?

- For 30 days you will receive €15.- daily for every day your motorcycle is not available in cases of total loss or theft of your motorcycle;
- Have the motorcycle keys been stolen? In that case we pay for new keys, altering the locks (also for ART locks in category 4 or 5) and recoding the immobiliser. In that case you have to have reported the theft to the police immediately. Compensation is limited to 3% of the insured (limited) comprehensive insurance;
- We pay the reasonable costs that you incurred to prevent or limit any covered damage;
- We also pay the reasonable costs of storage, security or transport to a repair company.

Emergency Assistance

Please note: always arrange for assistance with the Emergency Service.

1 What assistance is available if you cannot drive on after an accident?

Are you prevented from driving on due to a traffic accident in The Netherlands? Or is your motorcycle severely damaged by fire or another cause and are you unable to continue driving? We will help you, no matter what insurance you have, so also if it's only third-party insurance.

In The Netherlands

We always ensure the transport of the driver and the passengers to an address in The Netherlands. You can choose the address. Your motorcycle will also be transported to an address in The Netherlands chosen by you.

Abroad

We will ensure the transport, storage and garaging of your vehicle (also possible trailer or sidecar):

- To the nearest repair shop for repairs or damage assessment;
- To The Netherlands if the damage cannot be repaired within four workdays in such a way that it is safe for you to drive on. If the transport of the motorcycle costs more than the value of the motorcycle, we do not pay the transport costs. In that case you can leave your motorcycle abroad and we shall cover those costs. We also pay the costs of the journey back to The Netherlands for the driver and the passengers by train (2nd class ticket) and the costs of a taxi to and from the nearest station.

2 Additional assistance for full comprehensive insurance abroad

You will receive this assistance if you have taken out full Comprehensive Insurance Abroad with us.

2.1 Do you have a breakdown (mechanical failure) abroad?

We will ensure for you, your passengers and the vehicle, the transport, storage and garaging of your vehicle (also possible trailer or sidecar):

- To the nearest repair shop for repairs or damage assessment;
- To The Netherlands if the damage cannot be repaired within four workdays in such a way that it is safe for you to drive on.

We also ensure:

- Assistance in leaving/destroying the remains if the costs of transport to The Netherlands are higher than the costs of the wreck. We also arrange the return of the luggage when you return home.

We pay the costs:

- Of the journey back to The Netherlands for the driver and the passengers by train (2nd class ticket) and the costs of a taxi to and from the nearest station;
- Of emergency roadside assistance to €125.- for each event.

We assist in ordering and sending spare parts required to make your motorcycle roadworthy again.

2.2 Is the driver or a passenger unable to drive back to The Netherlands due to a traffic accident?

And no other passenger can drive the motorcycle? We will ensure the transport, storage and garaging of your vehicle (also possible trailer or sidecar). We also pay the costs of the journey back to The Netherlands for the driver and the passengers by train (2nd class ticket) and the costs of a taxi to and from the nearest station.

Rider insurance

This coverage applies if you chose this and this is stated on the policy schedule.

1 What is insured?

Damage to persons and items in/on your motorcycle due to a traffic accident.
Also damage occurring when mounting or dismounting the motorcycle and on the road concerning the motorcycle, such as in case of breakdown or at a petrol station.

2 What do we pay?

We pay no more than the amount you have chosen listed on your policy schedule.
This is also the amount for each event for all insured parties jointly. Are more insured parties entitled to payment?
And does the total amount of all claims exceed the insured amount? In that case we pay each insured party an amount in proportion to the maximum insured amount.

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

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

4 What is not insured?

- If an exclusion to the motorcycle insurance applied;
- Damage to the motorcycle itself and the connected trailer;
- Damage insured by another insurance;
- If the driver:
 - While driving was under the influence of drugs or if his driving ability was impacted by medicines;
 - Drank more alcohol than legally permitted to drive a motor vehicle;
 - Refused a breathalyzer or urine or blood test or was banned from driving for a (in) definite period.

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

Clause sheet Motorcycle Insurance

CL MOT

Your terms and conditions state the insurance rules. These rules are altered or supplemented by clauses. The rules in these clauses always take priority over the rules in the terms and conditions.

Your policy schedule informs you whether a clause applies to you. In the following the text of the clauses.

P009 Alcohol

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

MP010 Night clause

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

MP011

We do not pay for damage caused by theft or joyriding. We do pay if you have ;

- locked your motorcycle with an ART lock category 4 or 5; and
- have secured your motorcycle with a built-in and turned on VbV-SCM certified theft protection system.

You have to show us the purchase invoice of the locks and the original keys of the ART lock and the purchase or maintenance invoice of the theft protection system.

MP015 Excess theft/break-in

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

MP020 Exclusion theft coverage

We do not pay for damage caused by theft, misappropriation, break-in or joyriding to the vehicle or parts of the vehicle, also if the perpetrators did not succeed in taking the vehicle .

MP021 Age of the driver

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

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

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

MP027 Financing/lease

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

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

MP040 Theft protection Motorcycle (including anchoring)

1. We only pay for damage by theft or joyriding if at the time of the event the motorcycle;

- is locked with a certified ART lock category 4 or 5; and
- Is secured with a built-in and turned on VbV-SCM certified theft protection system, the system is built in and maintained by a VbV-SCM certified company and is checked and maintained according to the VbV-SCM certified rules. On our request you have the certificates and maintenance invoices

2. You or the driver have to garage the motorcycle safely during the night, from 10 PM to 8 AM. In any case if the motorcycle is within a 2-kilometer radius from the residential home. In that case the motorcycle has to be garaged in a garage or space that is properly locked and not accessible to the public. The motorcycle also has to be anchored to a ground pole or wall anchor with an ART 4-5 certified lock. We only pay for damage due to break-in or theft of the motorcycle if there is damage caused by forcible entry.



Empower Results®

MP076 2nd family car

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

MP083 Theft protection Motorcycle with ART lock

We do not pay for damage caused by theft or joyriding. We do pay if you have locked your motorcycle with an ART lock category 4 or 5. You have to show us the purchase invoice of the locks and the original keys of the ART lock.

1 General

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

2 Insurance

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3 Legal assistance

- 3.1 What does the insurer expect from you if you are involved in a dispute?
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- 4.6 Do you think a mistake was made in handling your dispute?

1 General**1.1 Information****1.1.1 Do you want legal advice or submit a request for legal assistance?**

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

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

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

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

1.2 What terms and conditions apply?

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

1.3 What do we mean by...?**Legal advice desk**

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

Motor vehicle

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

Legal assistance

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

Your legal specialist:

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

(Legal expenses) Insurer

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

Insured parties

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

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

2 Insurance

2.1 Who is insured?

The insured parties.

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

2.2 When are you insured?

You are insured if you :

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

2.3 Where are you insured?

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

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

2.4 What is the minimal interest?

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

2.5 Event within the insurance term

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

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

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

2.7 Not yet a dispute but you need advice?

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

2.8 Which costs are insured?

2.8.1 Internal costs

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

2.8.2 External costs

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

The external costs are paid as follows:

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

2.8.3 Legal or administrative proceedings

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

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

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

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

2.9 Which other costs are paid?

Other costs paid by the insurer are:

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

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

2.10 What is not insured?

The following costs are to your own account:

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

2.11 In which cases do you not receive legal assistance?

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

3 Legal assistance

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

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

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

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

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

3.2 What can you expect from the insurer?

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

3.3 Reasonable chance of success

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

3.4 Proportion interest and costs

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

3.5 Handling your case

3.5.1 Handling by an expert

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

3.5.2 Engaging external experts

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

3.5.3 Choosing a legal assistance provider yourself

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

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

3.5.4 Rules for engaging external experts

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

4 Other items

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

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

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

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

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

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

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

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

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

4.4 A foreign government demands a deposit from you

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

4.5 Adapting the premium and the terms and conditions

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



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

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