

# SPECIAL TERMS AND CONDITIONS OF MOTOR VEHICLE LIABILITY INSURANCE

Conditions model number CZP-V106 Powers of Attorney

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## Art. 1 Definitions

- 1. Insured
    - a. you;
    - b. the owner, possessor and holder of the motor vehicle (hereinafter "vehicle");
    - c. the driver, being the person actually driving the vehicle with the permission of a person authorized to give such permission;
    - d. the passenger and those being conveyed by the vehicle;
    - e. the employer of the insured described above under 1a to 1d inclusive, insofar as the employer is liable for the damage caused by an insured person pursuant to art. 6:170 [Dutch] Civil Code (Burgerlijk Wetboek);
  - 2. Vehicle  
the vehicle described in the policy schedule;
  - 3. Trailer  
trailer, baggage cart, caravan, boat trailer, articulated trailer or other equivalent object as defined in the WAM;
  - 4. WAM  
Wet Aansprakelijkheidsverzekering Motorrijtuigen (Dutch Motor Vehicle Liability Insurance Act) ;
  - 5. IVB  
Internationaal Verzekeringsbewijs (International Insurance Certificate - the so-called Green Card).
  - 6. EuroCross International  
the assistance provider working together with us.
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## Art. 2 Scope

The liability cover applies in those countries for which the IVB issued by us is valid. The insurance also applies during transport of the vehicle and/or the trailer, in any manner whatsoever, in or between the countries covered.

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## Art. 3 WAM cover

Without regard to any other provisions of this insurance, this insurance shall be deemed to meet the requirements established by the WAM.

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## Art. 4 What is insured?

- A Legal liability
  - 1. For all insured persons together up to the maximum insured amount per event given in the policy schedule, the insured's liability for injury to persons and property - including the consequential damages thereof - caused during the period of cover with or by the vehicle is insured.
  - 2. Insofar as we have issued an IVB for the vehicle, and during the period stated in that certificate and in the countries for which the certificate is valid, the laws of that country relating to compulsory liability insurance shall also apply to this insurance.
- B Trailer risks
  - 1. The insured's liability for damage caused by or with a trailer, which is coupled with the vehicle or has separated from the vehicle having been coupled but has not yet come to rest safely away from traffic, is insured.
  - 2. Damage to the trailer itself is not insured.
- C Load risks
  - 1. The insured's liability for damage caused by items being transported on, or falling or having fallen from, the vehicle and/or the trailer while in motion is insured.
  - 2. Damage caused during loading and unloading is not insured.
- D Towing risk on giving assistance free of charge
  - 1. The insured's liability for damage caused while towing another vehicle with the vehicle by way of providing assistance free of charge is insured.
  - 2. Damage to the vehicle being towed itself is not insured.
- E Damage to clothing and hand baggage  
The insured's liability for damage to clothing and hand baggage of the passengers is insured as long as the vehicle and/or trailer is also damaged in the incident.
- F Damage to your other vehicles  
The liability for damage caused by the insured vehicle to other vehicles, of which you are the owner or holder, is insured. In such a case, you have rights to compensation as an arbitrary third party. As regards damage caused by or to other vehicles other than passenger cars for private use, liability for the following shall be excluded:
  - 1. Damage caused in buildings or on land that you use;
  - 2. Losses ensuing from the damage to the other vehicle.

- G Transporting the injured  
The damage through soiling of the upholstery of another vehicle as a result of transport free of charge of an insured person injured in a traffic accident in which the vehicle is involved is insured insofar as the damage is not eligible for compensation based on another insurance policy, whether or not pre-dating this policy.
- H Security  
In the event that a government authority demands security to secure the rights of a disadvantaged person for:  
- lifting a restraint placed on the vehicle, or  
- freeing an insured person from custody  
this will be paid up to a maximum of € 25,000.00 per event as long as the insured person can derive rights from this insurance for the matter concerned. Insured shall be obliged to empower us to dispose of the security amount as soon as it is released. Furthermore, they must cooperate in full to obtain repayment.
- I Trial costs, legal assistance and statutory interest  
Above the insured amount, we reimburse per event:
1. The costs of the legal assistance provided by us in any criminal prosecution against the insured insofar as we have control of the procedure. Fines, buyout amounts and court costs in association with a criminal procedure will not be reimbursed;
  2. The costs of defence of a civil procedure brought by the injured party against the insured or against ourselves, insofar as we have control of the procedure, as well as the legal costs the insured or we are ordered to pay;
  3. The statutory interest due on that part of the principal amount covered by the insurance.
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#### **Art. 5 Additional exclusions**

In addition to the exclusions stated in article 11 of the General Terms and Conditions, the following are also excluded from cover:

- A Competitions  
Damage incurred during participation in competitions and speed trials, except treasure hunts:  
- for which the government has given permission,  
- of which the route is within the Netherlands and possibly within the adjoining neighbouring countries,  
- that do not last longer than 24 hours, and  
- in which the speed element of any part of the route is not a factor in the final ranking.
- B Other uses of the insured vehicle  
Damage caused while the insured vehicle is used for:
1. Hire;
  2. Transport of persons against payment, which shall not be understood to include car pooling to/from work within the Netherlands;
  3. Other purposes other than those stated to us or permitted by law;
  4. Towing of a trailer exceeding the legally permitted weight;
  5. Participation in contests of skill and skid courses.
- C Unauthorised driving of the vehicle  
Damage caused while the person driving the vehicle:
1. Is not in possession of a valid driving license required by law to operate the vehicle (the person driving the vehicle will, however, be deemed in possession of a valid driving license if that person is driving the vehicle under supervision and the legal requirements are met, as long as the supervising person is not giving paid driving lessons);
  2. Is not authorised to drive the vehicle based on the law or based on a decision of a court of law.
- D No title  
If it appears from the license plate register of the RDW that, at the time of the event, neither you, nor your spouse or partner, nor a cohabiting family member was registered as the owner and/or holder of the insured vehicle, unless otherwise agreed as established in the policy schedule.
- E Restraint on the vehicle  
Damage caused during the time that the vehicle was under restraint or being used pursuant to an official order.
- F Own property/custody  
The liability for damage to items:
1. which are the property of the insured, or
  2. which are in the custody of the insured, except
  3. where they are being transported with or by the vehicle and/or trailer, including any consequential losses, with the exception of damage to hand baggage and clothing of passengers as defined in article 4 (E);
- G Injury to driver  
The liability for injury caused to the person driving the vehicle;
- H Theft/acts of violence  
Damage arising from the liability of those who have gained control of the vehicle by theft or act of violence and of those knowingly using the vehicle without valid reasons;
- I Contractual liability  
The liability of the insured ensuing exclusively from a contractual obligation entered into by himself or in his name.

The exclusions mentioned in article 11 (A) of the General Terms and Conditions and in articles 5 (A) to (D) inclusive of these Special Terms and Conditions shall not apply if the insured can demonstrate that the circumstances described there occurred without his knowledge and against his will and that he cannot reasonably be blamed with respect to those circumstances.

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#### **Art. 6 Discounts and surcharges**

- A When and for which cover discounts and surcharges apply  
When calculating the premium for third party and/or fire, theft and windscreen damage insurance, the following discount/surcharge arrangements apply:
1. On commencement or change of the insurance, the premium due will be calculated based on the discount scale;
  2. Once the classification has been defined, the premium for the subsequent year of insurance will be calculated based on the table below, this depending on the number of third party and/or fire, theft and windscreen claims incurred in the past year of insurance;
  3. Changes in classification always take place on the main premium expiry date;
  4. The right to a discount or higher discount only begins after a claim-free year of insurance.
- B Bonus/Malus Table

After one year of insurance, a discount will be granted or a surcharge applied on the premium for third party and fire, theft and windscreen damage insurance according to the table below:

After one year of insurance, the discount level will be:

Discount level	Premium percentage	No claim	With 1 claim	With 2 claims
1	100	2	1	1
2	70	3	1	1
3	50	4	2	1
4	40	5	2	1
5	35	6	3	1
6	30	7	3	2
7	27.5	8	3	2
8	25	9	3	2
9	24	10	4	2
10	23	11	4	2
11	22	12	4	2
12	21	13	4	2
13	20	14	4	3
14	20	15	4	3
15	20	16	5	3
16	20	17	6	3
17	20	18	7	3
18	20	18	8	3

After 3 or more claims at the insurer's expense in one year of insurance, the premium will revert to level 1.

**C** What claims do not affect the grading

A reported claim shall not affect the grading if:

1. It is definitely established that we are not liable to pay compensation or we have fully recovered any loss from a claim paid based on applicable law;
2. We have had to pay a claim, or have been incapable of recovering a loss, based on a settlement agreement with other insurance companies, thus without regard for applicable law;
3. The insured reimburses us within 12 months for any payment made based on applicable law;
4. We, where co-insured, have paid for damage to the insured vehicle based on a cause as stated in art. 6 (A) of the third party, fire & theft and fully comprehensive cover of the insured vehicle.
5. We have paid only for assistance as defined in article 11 of these Terms and Conditions and emergency assistance abroad as defined in article 14 of the Special Terms and Conditions of the fully comprehensive policy for the insured vehicle;
6. We, where co-insured, are or will be liable to pay a claim for the following cover: occupant accident, occupant indemnity, recourse and legal assistance, trailer third-party and accessories;
7. We have made a payment exclusively based on article 4 (G) (transport of injured persons) of these terms and conditions;
8. We cannot fully recover the claim as a result of the fixed write-down or new value clause as stated in Special Terms and Conditions of the fully comprehensive policy for the insured vehicle;
9. The passenger only is liable for the loss and his liability is insured with us as a private individual;
10. The claim is the consequence of a collision with a pedestrian or cyclist, whereby the insured is demonstrably not at fault.

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**Art. 7 Settlement of claims**

1. We take care of determining and settling the claim. We have the right to indemnify injured parties directly and to agree settlements with them. As far as possible, we consider the interests of the insured when doing so.
2. Where the compensation to be paid consists of periodic payments and the value of those payments, also taking into account any other compensation, is higher than the insured amount, the period or the amount of these payments shall be reduced proportionally at the discretion of the insured. If there is reason to suspect that the claim to be paid will exceed the insured amount, we shall, before taking a decision, inform the insured accordingly and consult with him on the matter.

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**Art. 8 Our rights of recourse**

1. In all cases where we are required to pay compensation based on statutory provisions, even though the insured cannot derive rights from this insurance, we shall be entitled to recover the compensation we are liable for and the costs from the insured person(s) liable. We shall not avail ourselves of our right of recourse versus the insured if he can demonstrate that the circumstances, based on which he cannot derive rights from this insurance, occurred without his knowledge and/or against his will and that he cannot reasonably be held at fault for these circumstances.
2. As long as you have not caused the loss after the cover according to article 7 (E.2) of the General Terms & Conditions has lapsed, we shall not avail ourselves of our right of recourse against you or - in the event of your death - your heirs, as long as you, respectively they, have met the obligation to notify that you, respectively they, have pursuant to that article.

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**Art. 9 Temporary use of another vehicle**

1. This insurance shall also apply to the insured's liability for damage caused with or by a vehicle of similar type and price category replacing the insured vehicle for the time it is being repaired or serviced by an approved garage, unless a liability insurance exists for the replacement vehicle, whether or not pre-dating this policy.
2. The insurance shall also apply to the liability of two vehicles while waiting for transfer of title to the old vehicle after replacement. This ruling applies for 14 days beginning on the day the replacement vehicle is offered for insurance.

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**Art. 10 Overlapping cover**

Where damage, costs or losses are covered by another insurance policy, whether or not pre-dating this policy, we shall only be obliged to pay insofar as no right to payment exists from the other policy. Where the terms & conditions of the other policy contain a similar clause, or the other insurer refuses to pay the claim within a reasonable period, we shall pay the claim insofar as it is covered under this policy. The insured shall then be obliged to assign his rights to us on request.

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**Art. 11 Assistance following an accident**

**A** When do you have a right to assistance?

An insured person has a right to help and/or reimbursement of the costs as described below if:

1. The assistance and/or the costs come about in consultation and after agreement with EuroCross International;
2. The insured gives his full cooperation;
3. The insured proves his right by way of a valid assistance card.

**B** Assistance in the Netherlands

A right to assistance arises whenever the vehicle and/or trailer can no longer be driven due to an accident, fire, theft or other external cause (not including a mechanical or electronic defect) and/or the driver is no longer able to drive the vehicle and none of the occupants is authorized or able to take over the driving.

Assistance in the Netherlands covers:

1. The transport of the damaged vehicle and/or the trailer to an address in the Netherlands to be defined by the insured person(s);
2. The transport of the occupants with their baggage by taxi to an address in the Netherlands to be defined by the insured person(s).

**C** Assistance abroad

A right to assistance arises whenever the vehicle and/or trailer can no longer be driven due to an accident, fire, theft or other external cause (not including a mechanical or electronic defect) and/or the driver is no longer able to drive the vehicle and none of the occupants is authorized or able to take over the driving.

The assistance within the applicable area abroad covers:

1. Reimbursement of the costs necessary to recover and tow the vehicle and/or trailer to the nearest repair facility where the damage can be assessed and/or repaired;
2. Reimbursement of the costs necessary to guard and store the vehicle and/or trailer;
3. The transport of the damaged vehicle and/or the trailer to an address in the Netherlands to be defined by the insured, as long as:
  - the damaged vehicle and/or trailer cannot be repaired within four working days, if necessary by means of an emergency repair, to the extent that the (return) journey can take place in a technically responsible manner;
  - the costs of this transport are lower than the value of the damaged vehicle and/or trailer. Where the transport costs are higher, the costs to import or scrap the damaged vehicle and/or trailer in the country concerned will be paid. In this case, the occupants shall also be entitled to transport of their baggage to the Netherlands.
4. The return travel costs of the occupants in the event they can not return with the vehicle based on the above. Costs will be reimbursed for transport by:
  - taxi to the nearest railway station;
  - train (2nd class) to the railway station in the Netherlands closest to the destination;
  - taxi from that station to the destination.

**D** Limitations

1. All uninsured costs advanced by us in connection with the assistance shall be for the account of the insured. With amounts exceeding € 750.00 we may demand payment in advance.
2. The costs where assistance cannot be provided by EuroCross International or where they are prevented from doing so by natural disasters.

With the exclusions stated in article 11 (B) and (C) (war risk and nuclear reactions) of the General Terms & Conditions, an appeal can only be made with respect to the assistance if the assistance cannot be provided by EuroCross International or it prevented from doing so.

**E** Right of recourse

We reserve the right to recover from the insured any costs paid by ourselves in connection with assistance if such assistance was provided while there was no right to assistance under this policy.

**F** Overlapping cover

Where rights to assistance overlap, EuroCross International will not refer to other assistance providers. We reserve the right to recover any costs of assistance from other insurers.