

# SPECIAL TERMS AND CONDITIONS OF MOTOR VEHICLE INSURANCE - THIRD PARTY, FIRE & THEFT, FULLY COMPREHENSIVE AND ACCESSORIES

Conditions model number CZP-V206 Powers of Attorney

The Special Terms and Conditions outline the rights and obligations of the insured and of ourselves. The cover that applies to you is stated in the policy schedule. The section "General" relates to all types of cover.

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## GENERAL

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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;
  2. Vehicle  
The vehicle described in the policy schedule, including optional equipment and accessories fitted by the manufacturer of the vehicle and included in the consumer price;
  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.
  7. Total loss  
Total loss is considered as:
    - a. theft, misappropriation or loss, as long as thirty days have elapsed since being reported to the police and the vehicle is still not at your disposal;
    - b. the total destruction of the vehicle;
    - c. if the repair costs amount to more than the value of the vehicle immediately prior to the event less the value of the remains of the vehicle following the event.
  8. Consumer price  
The recommended selling price of the vehicle in the Netherlands based on the make, model and version in the manufacturer's or importer's current price list at the moment of issuance of the registration document (kentekenbewijs deel I) or, if the vehicle was not new on issuance of the registration document, at the moment the vehicle was delivered new for the first time. Where applicable, the tax on private cars and motor cycles (Belasting Personenauto's en Motorrijwielen (BPM)) and the recycling charge will be added to this selling price.
  9. Optional equipment and accessories  
Items fitted on, in or to the vehicle and specifically belonging to the vehicle; technical modifications and alterations to the bodywork.
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### Art. 2 Scope

The third party, fire and theft 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 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 twelve 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 article 5(A) of these terms and conditions.
5. We have paid only for assistance as defined in article 11 of the Special Terms and Conditions for liability cover of the insured vehicle and/or breakdown assistance abroad as defined in article 14 of these Special Terms and Conditions;
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 the Special Terms and Conditions for liability cover of the insured vehicle;
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. 4 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.

**THIRD PARTY, FIRE & THEFT AND FULLY COMPREHENSIVE COVER**

Articles 5 to 11 inclusive below relate to the third party, fire & theft and fully comprehensive cover.

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**Art. 5 What is insured?****A** Causes of damage covered

Insured is damage to or full or partial loss of the vehicle caused by:

1. Fire, explosion, self-combustion, short circuit, lightning strike;
2. Falling aircraft or objects from them;
3. Theft of the vehicle or parts thereof, misappropriation, break-in, joyriding or attempts thereat - as long as by persons other than the insured - as well as damage occurring during the time the vehicle was stolen;
4. Damage to windows, including damage caused by splinters, when not linked with other damage to the vehicle. Under no circumstances shall windows be

- understood to include sunroofs or headlamp glass;
5. Storm, to be understood as wind with a speed of at least 14 metres per second (wind force 7), whereby the - stationary - vehicle is blown over, or objects are blown onto or against the vehicle, or where a door is blown open against another object or against the vehicle itself;
  6. Flooding, tidal waves, hail, avalanches, falling rocks, cave-ins, landslides, earthquakes or similar natural disasters;
  7. Collision with free-running or flying animals only insofar as the damage was directly caused by the collision with the animal;
  8. Riots, to be understood as incidental manifestations of violence;
  9. A sudden catastrophic event from outside while the vehicle has been entrusted to the care of a transport company for transport by road, sea, rail or air, with the exception of damage such as dents, scratches or paintwork damage;
  10. Soiling of the upholstery of the vehicle as a result of transport free of charge of an insured person injured in a traffic accident.
- B** Inherent defects and construction or material faults  
The damage will also be paid for if the catastrophic events stated under A) are caused by wear, repair, construction or material faults or inherent defects. The costs for such wear, repair, construction and material faults or inherent defects themselves will not be reimbursed.
- C** Other payments  
Per event, we will pay up to the insured amount as a maximum, if necessary plus:
1. Replacement vehicle  
During the repair of any insured damage by a selected repairer, the insured is entitled to a replacement vehicle free of charge. Fuel, however, is for the account of the insured. Where the vehicle is declared a total loss, the insured shall have a replacement vehicle at his disposal for a period of 5 days (from the date of the damage);
  2. Delivery costs  
The delivery costs and costs for registration of a new replacement vehicle, as well as the recycling charge for the old vehicle, with the proviso that reimbursement for delivery costs takes place only in the cases stated in article 7 (B) and (C) of these Special Terms and Conditions;
  3. Garaging costs  
The costs necessary for guarding and temporary garaging or recovery and transport of the vehicle to the nearest repair facility where the damage covered by this insurance can be properly repaired and/or where the vehicle can be accommodated in cases where it cannot be driven under its own power as a result of the damage without running the risk of incurring or causing further damage;
  4. Emergency repairs  
The costs of emergency repairs, excluding emergency windows;
  5. General average  
The contribution in general average;
  6. Daily allowance in the event of theft  
A daily allowance of ! 15.00 per day during the period when the insured does not have the vehicle at his disposal as a result of theft or misappropriation of the entire vehicle, but with a maximum of 30 days since the moment of the theft or misappropriation.  
The payment date will be extended by a reasonable repair time if the vehicle is damaged as a result of the theft or misappropriation, with the proviso that the total payment period remains limited to thirty days.
  7. Theft of keys to the vehicle  
In the event of theft or loss of the keys to the vehicle, 50% of the repair costs necessary to replace the locks will be paid per claim.
- C** Optional equipment and accessories  
Unless stated otherwise in the policy schedule, optional equipment and accessories not fitted by the vehicle manufacturer are not co-insured.
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#### **Art. 6 Additional exclusions**

In addition to the exclusions stated in article 11 of the General Terms and Conditions, the following is 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** Alcohol and drugs
1. Damage caused while the driver is under the influence of alcoholic beverages and/or any sedative or stimulant to such an extent that he must be regarded as not in a fit state to properly drive the vehicle;
  2. Damage caused while driver is under the influence of alcoholic beverages to such an extent that the blood-alcohol level appears to have exceeded 0.5 milligrams of alcohol per millilitre of blood, or where the alcohol level in his breath appears to have exceeded 220 micrograms of alcohol per litre of exhaled air;
  3. Damage caused when the driver of the vehicle, while under suspicion of driving under the influence of alcoholic beverages, refuses to take a breath test or give a sample of urine or blood;

- G Frost  
Damage due to frost, unless the frost is the result of an event as stated in article 5 (A) of these Special Terms and Conditions.
- H Overloading  
Damage as a result of the vehicle carrying a heavier load than officially permitted based on its construction.

The exclusions mentioned in article 11 (A) of the General Terms and Conditions and in articles 6 (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. 7 Determination of the damage**

Per event, we pay up to the insured amount as a maximum, where necessary plus the reimbursements stated in article 5 (C).

- A Repair costs  
In the case of partial destruction or damage to the vehicle, we reimburse the repair costs up to a maximum of the difference between the value of the vehicle immediately before the event and the residual value.
- B Total loss
1. In the event of a total loss we reimburse the value of the vehicle immediately before the event less the residual value.
  2. In the event of compensation for total loss (both technical and financial) of the vehicle, we reserve the right to transfer the wreck to a party to be nominated by us. Compensation payments will not be effected until the insured has handed over to us all sections of the registration document (kentekenbewijs) belonging to the vehicle.
- C Theft/misappropriation of entire vehicle
1. In the event of theft or misappropriation, we pay the value of the vehicle based on total loss, which will only be assumed when 30 days have elapsed since the date the theft was reported to the police and the vehicle cannot be recovered.
  2. The insured shall only be entitled to payment when he has assigned his title to the vehicle to us. Should the vehicle then be recovered later, we shall be required to transfer the vehicle back to the insured at his request, as long as the insured repays the amount paid out by ourselves, less any costs to repair any damage incurred during the theft or misappropriation.
  3. If the vehicle is recovered within 30 days of the date the theft was reported to the police, the insured shall be obliged to take the vehicle back.
  4. Subject to the provisions of paragraph A above, we shall pay the repair costs if the vehicle is damaged at or after the moment of theft or misappropriation.
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#### **Art. 8 Settlement of claims**

1. The insured is obliged to give us the opportunity to have a surveyor record the damage before any repair begins.
  2. The insured is authorised to have damage up to a maximum of € 500.00 repaired by an qualified repairer immediately, as long as the replaced parts are stored for at least thirty days and we are given an itemized repair invoice.
  3. Besides our surveyor, the insured shall be entitled to instruct his own surveyor at his expense.
  4. In the event of a difference of opinion between the two surveyors, these surveyors together nominate a third surveyor, whose damage assessment must remain between the two valuations and is binding on you and us. Each of the parties bears half of the costs of a third surveyor.
  5. In deviation from the above, the costs of all surveyors are for our account if the insured is proven right by the third surveyor.
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#### **Art. 9 Own risk**

1. Per claim, the own risk provided for in the policy schedule remains for the account of the insured.
  2. If the damage, with the exception of window breakages, is repaired by a repair shop nominated by ourselves, the own risk stated in the policy schedule will be reduced by € 135.00 per event.
  3. If, in the event of window breakage as described in article 5 (A4):
    - a. one or more windows is replaced and the services of Autotaalglas, Carglass or a repairer selected by us, the own risk stated in the policy schedule will be reduced by € 135.00 per event;
    - b. no own risk shall apply only in the event that the window is repaired using the synthetic resin injection method.
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#### **Art. 10 Temporary use of another vehicle**

This insurance also applies to a vehicle not belonging to you, of a similar type and price category, that replaces the insured vehicle as long as it is being repaired or serviced by a recognized repairer, but for a maximum of the first ten consecutive days or for as many days as are needed to determine the amount of compensation in the case of a total loss in accordance with article 7 (B), unless a (third party, fire & theft) policy already exists for the replacement vehicle, whether or not predating this policy

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#### **Art. 11 Waiver of our right of recourse**

With respect to any claim paid out based on this policy, we waive the right of recourse due to us against the driver and passenger and/or his employer, insofar as he is liable pursuant to article 6:170 of the [Netherlands] Civil Code ( Burgerlijk Wetboek), as long as they have met all the obligations on them ensuing from the policy and they can demonstrate that, as far as they are concerned, none of the circumstances as defined in article 11 (A) of the General Terms and Conditions and in article 6 (A) to (D) inclusive of these Special Terms and Conditions have occurred.

#### **FULLY COMPREHENSIVE COVER**

Where the policy schedule indicates fully comprehensive cover, the following articles 12 to 14 inclusive apply in addition to articles 5 to 11 inclusive of these terms and conditions.

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#### **Art. 12 Extensions of cover**

In addition to the causes of damage stated in article 5 (A), any damage to or total or partial loss of the vehicle as a result of other external influences, such as malicious damage, collisions, overturning, skidding, leaving the road or landing in water.

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#### **Art. 13 New value clause**

For a vehicle with a list price up to € 60,000.00 (including VAT), which was new on issuance of section I of the Netherlands registration certificate (kentekenbewijs deel I), the value immediately before the event shall be defined as follows:

1. If the event has taken place within a period of 12 months from the date of issuance of that registration certificate, the then applicable list price of a new vehicle of the same make, model and version and, should this no longer be available, the then applicable list price of another vehicle of the same type and price category;
2. If the event has taken place after 12 months but within 36 months of the issuance of the above registration certificate, the list price as defined under 1) above, less 2% for each month or part thereof following the end of the 12th month since the above registration certificate was issued;
3. If the repair costs amount to more than 2/3 of the value of the car as determined under 1) or 2) above, you may claim payment of the assessed value less the value of the remains;
4. The reimbursement of claims as defined under 1), 2) and 3) above may exceed the insured amount.
5. The new value clause shall not apply to taxis, driving school cars, cars used for hire with or without driver, lease cars, minibuses or campers. The new value clause shall also not apply to the replacement vehicle as defined in article 10.

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#### **Art. 14 International breakdown assistance**

##### **A** When are you entitled to breakdown assistance abroad?

You are entitled to breakdown assistance abroad whenever the vehicle and/or coupled trailer comes to a stop as the result of a breakdown (mechanical or electronic defect) outside the Netherlands but within the insured area.

The breakdown assistance covers:

1. Reimbursement of the costs necessary for assistance at the roadside after the vehicle has come to a standstill as the result of a breakdown, up to a maximum of € 125.00 for all necessary costs together. Costs of parts and repairs will not be reimbursed, nor will the costs be reimbursed if the repair takes place at a repair facility;
2. Payment 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;
3. Reimbursement of the costs necessary to guard and store the vehicle and/or trailer;
4. The transport of the vehicle and/or the trailer to an address in the Netherlands to be defined by the insured, as long as:
  - a. the 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;
  - b. the costs of this transport are lower than the value of the vehicle and/or trailer. Where the transport costs are higher, the costs to import or scrap the 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;
5. 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.
6. Ordering and shipment in the name of the insured of parts needed to make the vehicle and/or trailer roadworthy in the event that such parts are not available at short notice locally. The costs of parts will not be reimbursed.

##### **B** 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.

##### **C** 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.

##### **D** 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..

#### **ACCESSORIES COVER**

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#### **Art. 15 Scope of cover**

1. Any optional equipment and accessories present are insured at current market value for the same events as the vehicle is insured for up to the maximum amount stated in the policy schedule.
2. The maximum payment for music cassettes and (compact) discs is € 50.00 per event.

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#### **Art. 16 Determination of the claim**

1. In the case of theft or misappropriation of accessories, you are entitled to compensation of the loss only if you can demonstrate possession by means of original purchase receipts.
2. The current market value will be determined based on the cost of purchase. 2% per month will be written down from the 13th month.