

## AVÉRO / Achmea

### Personal Liability Insurance Conditions – 69 E

These conditions are as accurate a translation as possible of the *Voorwaarden van aansprakelijkheidsverzekering voor particulieren 69 E*.

In the event of a difference of interpretation between the English and Dutch texts, the Dutch text will prevail.

#### Article 1: Definitions

**(a) The following are the insured:**

1. the policyholder;
2. the policyholder's spouse living with the policyholder, and persons belonging to and living with the policyholder's family, provided they are named in the policy; and
3. their minor children, including foster children and step-children;
4. their adult, single children, including foster children and step-children either living with them or residing elsewhere for the purpose of education or study;
5. their grandparents, parents, parents-in-law and single relatives by blood or marriage who are living with them;
6. their minor guests, in so far as their liability is not covered by another insurance policy;
7. their domestic staff in so far as their liability is connected with their work on behalf of an insured.

**(b) An occurrence is:**

an event - or a series of interrelated events that have the same cause – which gives rise or may give rise to liability on the part of the insured.

**(c) Liability is:**

the liability of an insured for damage occurring within the term of the insurance and consisting of:

1. personal injury, i.e. bodily injury or impairment of health, whether or not resulting in death, and the directly related consequences thereof;

2. property damage, i.e. damage to or destruction or loss of corporeal property of persons other than the insured, and the damage directly resulting therefrom.

**(d) A favour is:**

a service performed by an insured for another person at the request (or with the consent, implicit or otherwise) of another and without any real remuneration for such service.

#### Article 2: Extent of the cover

**(a)** The insurance covers the liability of the insured persons in their capacity of private individuals and in other capacities, in so far as described in the conditions of insurance, against injury or damage as described in article 1 (c), albeit for a maximum of the insured amount for all insured together per occurrence.

**(b)** The insurance also covers liability:

1. exclusively for personal injury caused by the insured referred to in article 1 (a) to one another, but only in so far as these insured have no claims on other grounds in respect of the occurrence;
  2. of an insured against domestic staff, including liability for property damage, as a result of occupational accidents; and also if part of one of the dwellings referred to below is let to third parties;
- 3a of the policyholder or one of the insured:
- as occupier of a dwelling in which he lives and the appurtenant structures and private storage areas belonging to it even if a part of it is being let to third parties;
  - as occupier of a dwelling in which he does not yet live or no longer lives, for which purpose the cover will not last for more than 12 months after he obtains

- possession of or leaves the dwelling;
- as occupier of a second home, holiday home, mobile home or a shed on an allotment situated in Europe, provided that it is not entirely let to third parties;
- 3b of an insured for damage caused by fire to property rented by him abroad and the household contents in such dwelling; an excess (deductible) of € 50,- per occurrence will apply to such damage;
- 3c of an insured for injury or damage caused by an aerial and also for damage caused to the premises rented and occupied by him; a claim resulting from an obligation to indemnify the owner of the dwelling in connection with damage caused by an aerial is also covered;
4. of an insured for injury or damage caused with or by rowing boats, canoes, sailboards, remote-controlled model boats and sailing boats with a sail area of not more than 19 sq.m., unless these vessels are equipped with an outboard motor having a capacity in excess of 3 kW (approx. 4 hp);
5. for personal injury caused by an insured on the inland waterways and lakes of the Netherlands with a pleasure craft that has a maximum attainable speed of 30 kph;
6. of an insured for injury or damage caused by a model aircraft whose weight does not exceed 20 kg and which otherwise complies with the standards described in the Model Aircraft Regulations Order (*Besluit houdende Regeling Modelvliegtuigen*);
7. of an insured for injury or damage caused with or by a trailer or caravan in so far as the Motor Vehicles Liability Insurance Act (*Wet aansprakelijkheidsverzekering Motorrijtuigen*) does not apply;
8. for injury or damage occasioned by an insured as a passenger in a vehicle, vessel or aircraft, including damage or injury caused when getting in or out; however, the provisions of article 3 (a) and article 2 (b), paragraph 1, remain applicable in full;
9. for injury or damage caused by an insured with or by goods that are being loaded onto or into or unloaded from a motor vehicle, vessel or aircraft;
10. of an insured – provided that he or she is under the age of 18 – for injury or damage caused during joy-riding with, by or to the motor vehicle; for this purpose joy-riding means every unlawful use of a motor vehicle without the intention of appropriating the vehicle. Excluded are liability for the theft or misappropriation of a motor vehicle. It is expressly provided that in the event of joy-riding not involving the use of violence the cover for injury or damage caused with or by the motor vehicle does not apply if a liability policy has been taken out for the motor vehicle;
11. of the insured person referred to in article 1 (a), paragraph 1 and/or paragraph 2, in his capacity of employer for injury or damage caused within the Netherlands by domestic staff with or by a motor vehicle of which none of the insured other than a member of the domestic staff is the owner or holder;
12. of the insured for damage caused by mechanically powered children's toys, motor mowers and similar equipment, provided that they cannot exceed a speed of 10 kph, and remote-controlled model cars;
13. of an insured for pets, provided that they are not kept in the course of a trade or occupation;
14. for injury or damage caused or occasioned by insured children of

- the policyholder who are minors and are attending school or college, if the injury or damage is caused while they are performing work, other than in the family, for consideration or otherwise in their free time or holidays; excluded from the cover, however, are damage to property which the insured has in his possession for the purpose of processing, treatment or transport and damage exclusively resulting from special liability clauses such as indemnities, guarantees or penalty clauses; claims of the employer or his successors-in-title or surviving dependants are not covered;
15. for injury or damage caused or occasioned by an insured during work for third parties, whether or not in consideration of payment, provided that the insured is not a self-employed entrepreneur and such work is performed other than in the context of a contract of employment; excluded from this cover are damage to property which the insured has in his possession for the purpose of processing, treatment or transport, damage to delivered goods, including the costs of replacing such goods, damage resulting from not being able to use the goods or use them properly and damage exclusively resulting from special liability clauses such as indemnities, guarantees or penalty clauses; for the purpose of this provision, however, the cover does include the liability of an insured up to a maximum of € 5.000,-per occurrence for damage to property which an insured has in his possession for the purpose of processing or treatment;
16. of an insured for injury or damage caused in the course of performing a favour if the insured would also have been liable if it had not involved a favour, up to a maximum of € 5.000,-per occurrence,
- including damage to property which an insured has in his possession for the purpose of processing or treatment;
17. of the policyholder, and (if also insured) of a spouse living with the policyholder, for the torts of their insured children up to the age of 14 years, even if the damage is the intended or certain result of their acts;
18. for injury or damage suffered by persons other than those referred to in article 1 (a) as a result of providing free help to prevent physical injury or death or the immediate risk of property damage.
- (c) If a government body requires, in connection with loss or injury covered by the insurance, the provision of pecuniary security in order to safeguard the rights of aggrieved parties the insurer shall provide this security up to an amount not exceeding 10% of the insured sum. The insured are obliged to authorise the insurer to take possession of the security as soon as it is released and are obliged above all to co-operate fully in securing its return.
- (d) The liability of an insured for damage to or loss of the property of third parties which he has borrowed or has in his possession for the purpose of transport, treatment or custody is also covered, subject to maintenance of the provisions of article 3 (a).
- (e) The cover referred to in article 2 (b), paragraphs 3-18, and the cover for damage caused by the insured referred to in article 1 (a), paragraphs 5 and 6, does not apply in so far as the liability is covered by another insurance policy or would be covered if this insurance policy did not exist.
- (f) The following shall be reimbursed in addition to the insured sum referred to in the policy:
1. the costs of the legal actions conducted with the approval or at the request of the insurer and of legal assistance provided in connection with the same;
  2. the statutory interest on the part of the principal covered by the insurance policy.

Penalties, commutation sums and courts costs in connection with criminal proceedings are not reimbursed.

### Article 3: Exclusions

Unless expressly provided otherwise in article 2 (b), the following are excluded from cover:

- (a) liability for damage to or the absence, theft or loss of:
  - 1. property which an insured or a person acting on his behalf has in his possession under the terms of a contract of hire, hire purchase, lease, tenancy, agricultural tenancy, pledge or usufruct (including the rights of use and occupation);
  - 2. motor vehicles, motor vessels and aircraft in the possession of an insured or someone acting on his/her behalf;
  - 3. property which an insured has in his possession unlawfully;
  - 4. property which belongs to or is in the possession of person(s) living in the household of the insured or with the insured as a member of the insured's family;
  - 5. money, valuable papers and bank, giro, payment or credit cards which an insured or someone acting on his behalf has in his possession;
- (b) liability for damage for which an insured person, other than a member of the domestic staff, is liable in connection with the exercise of any occupation or trade;
- (c) liability for damage caused by immovable property, including liability in connection with the construction and letting of property;
- (d) liability of an insured for damage caused by and/or resulting from his/her:
  - 1 intentional and unlawful act or omission directed against a person or thing;
  - 2 conduct that comes under 1 which is committed as a member of a group, even if the insured has not himself/herself committed the act or omission;

The intentional nature of an unlawful act or omission is not affected in situations 1 and 2 by the fact that the insured was under the influence of alcohol or other substances to such an extent that he/she was unable to determine his/her will;

- (e) of an insured for damage caused by and/or resulting from:
  - 1 sexual or sexually tinged conduct of any kind whatever;
  - 2 conduct that comes under 1 which is committed as a member of a group, even if the insured has not himself/herself committed the act or omission;

- (d)
  - 1. *the liability of an insured for damage that is for him the intended or certain result of his act or omission;*
  - 2. *the liability of an insured, acting as a member of group, for damage suffered by legal persons that is the intended or certain result of an act or acts of the group, even in circumstances where the insured has not himself caused the damage;*

- (f) liability for damage caused by or in connection with the possession or use of motor vehicles, including anything which is connected therewith for any purpose whatever, and also of every type of vessel and aircraft (including model aircraft), for which purpose use is deemed to include causing or allowing them to be used by anyone for the benefit of the insured;
- (g) liability for damage caused in connection with the possession and/or use of weapons as referred to in the Weapons and Ammunition Act (*Wet Wapens en Munitie*) for which the insured does not have a licence; the liability for damage caused in connection with the possession and/or use of firearms during hunting or the preparations for hunting is covered only in so far as it is expressly included under the policy;

- (h) the liability of an insured who does not ordinarily reside in the Netherlands, with the exception of the liability of minor guests as referred to in article 1;

- (i) liability for damage caused by or resulting from armed conflict, civil war, insurrection, internal disturbances, revolt and mutiny or caused by or resulting from a nuclear reaction, irrespective of how they occurred.

### Article 4: Geographical limits

The insurance is in force throughout the entire world.

**Article 5: Obligations in the case of loss or damage**

As soon as an insured becomes aware of an occurrence that may give rise to a duty on the part of the insurer to pay compensation, he shall be obliged:

- (a) immediately to inform the insurer;
- (b) to provide the insurer as quickly as possible with the duly completed and signed claim form supplied by the insurer;
- (c) to supply the insurer as quickly as possible with all relevant information;
- (d) to forward all correspondence, writs of summons and other documents to the insurer without delay;
- (e) without the prior permission of the insurer to refrain from admitting liability, conducting negotiations or agreeing to settlements;
- (f) on request, to supply a written statement signed by him concerning the cause, circumstances and extent of the loss or damage;
- (g) to co-operate fully with the insurer and to refrain from doing anything that could harm the interests of the insurer.

The statements made or yet to be made by the insured, whether orally or in writing, shall serve to determine the extent of the loss or damage and the right to payment. Every right to compensation shall lapse if the insured intentionally supplies incorrect particulars or does not fulfil the obligations referred to in the conditions or does not do so in good time.

A claim for compensation shall in any event be time-barred if the claim is not notified within three years of the moment when the insured became aware – or could have become aware – of the occurrence that may give rise to a duty on the part of the insurer to pay compensation.

**Article 6: Claim settlement**

- (a) The insurer is entitled to deal with claims for compensation as it sees fit, to agree settlements, to conduct litigation and to make payments direct to aggrieved parties.
- (b) The insurer may not compel an insured who has been convicted of a criminal offence to appeal against the conviction.

**Article 7: Payment of premium**

The policyholder shall pay in advance any premium, costs and insurance tax within 30 days of the date on which they become due, failing which the obligations of the insurer will lapse with effect from the first day of the risk period to which the amount relates, without

prejudice to the obligation of the policyholder to make payment and without any notice of default being required. The cover shall take effect again only for occurrences that take place after the day on which the amount owed is received and accepted. For this purpose the amount owed is deemed to include any interest and both the judicial and extra-judicial costs of collection. If the policyholder remains in default, the insurer shall be entitled to terminate the insurance for non-payment.

**Article 8: Change of premium and/or conditions**

If the insurer changes the premium and/or the conditions for insurance policies such as the present one it shall be entitled to apply the changed premium and/or the changed conditions to this insurance with effect from the first premium due date after introduction of the change(s). If the insurer exercises this right, the policyholder shall receive written notice of this. Within 30 days of receiving the notice from the insurer the policyholder has the right to refuse the adjustment in writing if it results in a higher premium and/or limitation of the conditions.

The policyholder may not terminate the insurance if:

- the change of the premium and/or conditions results from statutory regulations/provisions or an amendment to them, and/or
- the change entails a reduction in the premium and/or an expansion of the cover.

**Article 9: Refund of premium**

Upon termination of the insurance other than owing to the bad faith of the policyholder, the policyholder shall be entitled to repayment of the premium in respect of the period during which the insurance is not in force.

**Article 10: Termination of the insurance**

The insurance shall end:

- (a) on the contract expiry date if either party has given the other written notice of termination of the insurance no later than 3 months before this date;
- (b) on the premium due date after the insurer has changed the conditions of insurance and/or the premium in accordance with article 8 and the policyholder has refused in writing within the prescribed period to agree to the change; if the refusal by the policyholder takes place after the relevant premium date, the insurance shall end at the time of the refusal;

- (c) upon termination by the insurer for non-payment;
- (d) by written termination by the insurer in the case of loss or damage, provided that the insurer does so within no more than 30 days after the settlement of such claim, and provided that a period of 30 days' notice is given;
- (e) by written termination by the insurer in a case where the insured has intentionally misrepresented the facts in relation to an occurrence;
- (f) by written termination by the insurer by means of at least 3 months' notice expiring on a premium due date;
- (g) automatically as soon as the policyholder settles abroad.

**Article 11: Expiry date**

Every right to compensation resulting from this insurance shall lapse if no legal proceedings have been instituted against the insurer within 1 year of the written final decision of the insurer.

*The personal data supplied when an insurance policy is applied for or altered will be processed by AVÉRO / Achmea for the purpose of entering into and executing insurance contracts and/or providing financial services and managing the resulting accounts, including preventing and combating fraud and executing activities intended to increase the customer base.*

*The processing of personal data is governed by the 'Insurance Industry Personal Data Processing' Code of Conduct. This code sets out the rights and duties of the parties to the processing of personal data.*

*The full text of the code can be obtained from the information centre of the Association of Insurers (Verbond van Verzekeraars), P.O. Box 93450, 2509 AL The Hague, telephone: +31 (0)70 3338 777, website: [www.verzekeraars.nl](http://www.verzekeraars.nl).*

*This insurance is governed by Dutch law. Complaints relating to the contract of insurance may be addressed in writing to the Executive Board (directie) of AVÉRO / Achmea and/or the Insurance Complaints Institute (Klachteninstituut Verzekeringen), P.O. Box 93560, 2509 AN The Hague.*