



# Truck Insurance

Policy conditions

VWV01012025GB

**TRANSLATION**

These conditions have been translated from the original Dutch wording. In case of differences between the wording of these conditions and the original Dutch wording, the provisions of the latter shall prevail.



## Introduction

This Truck Insurance covers damage caused to someone else with your vehicle. You can also choose to insure damage to the truck or (semi)trailer.

The policy conditions are set out below. Details are provided of among other things:

- The applicable rules.
- Your and our obligations.
- The method for calculating the premium.
- The compensation or assistance you are entitled to receive.
- The procedure for reporting damage.

You are advised to read these policy conditions carefully. This will ensure that you are fully aware of what actions you must take and what you are entitled to.

If you take out insurance with us, we will provide you with a policy document setting out the cover provided. Any special conditions that are applicable to this policy may also be included. You are advised to properly store your policy and its accompanying documents.

## Reading guide to these policy conditions.

Use the table of contents to find the topic you wish to learn more about.

After explaining the terms used, we describe the general conditions, which are the conditions that apply to the entire insurance. We will subsequently describe the conditions per cover. Your insurance cover is stated on the policy.

If you would like to know whether we will compensate your damage, do not just look at what is insured, it is also important that you look at what is not insured. The excess, the amount of the maximum compensation or other special details also influence the amount of the payment.

## Require additional information?

Do you have any questions concerning this insurance? Then do not hesitate to contact us at +31 (0)528 29 29 99. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, [www.tvm.nl](http://www.tvm.nl), for more information on this insurance.



## Contents

<b>Explanation of used terms</b>	<b>4</b>
<b>General conditions</b>	<b>6</b>
1. With whom are you insured?	6
2. What rules apply to the insurance commencement and expiry dates?	6
2.1. Start, contract term and renewal of insurance	6
2.2. When can you terminate the insurance?	6
2.3. When can we terminate the insurance?	6
2.4. When can you change the insurance?	6
3. May we change or terminate the insurance in the interim?	7
3.1. Change to your insurance	7
3.2. Do you object to the changes?	7
3.3. Under what circumstances are you not entitled to cancel the insurance?	7
3.4. Termination of your insurance	7
4. How do we treat your personal data?	7
5. What can we do in case of fraud?	7
6. What are your options in case of complaints?	8
7. What are your obligations?	8
7.1. What do we expect from you?	8
7.2. What if you fail to fulfil the obligations?	8
8. What must you do if your business activities change or you are involved in a company takeover?	8
9. How do we calculate the premium?	8
9.1. No-claim discount	8
9.2. No-claim table	8
9.3. Which claims do not affect the no-claim discount?	9
10. What are the rules for payment of premium and excess?	9
11. What is not insured?	9
12. Is the damage also insured under another insurance policy?	10
13. When do we recover the paid claim?	10
14. How do we deal with multiple excesses?	10
15. In which countries are you insured?	10
16. What must you do in case of damage?	10
16.1. Emergency assistance	10
16.2. What must you do in case of damage?	11
16.3. What must you do in case of damage?	11
16.4. Who determines the claim?	11
16.5. What if you cannot use your vehicle because it is being repaired or serviced?	11
17. How is a claim resulting from acts of terrorism handled?	11
<b>What are you insured for?</b>	<b>12</b>
18. Third-party liability (damage to someone else)	12
19. Assistance in case of illness or accident	13
20. Comprehensive insurance cover (damage to your vehicle)	14
20.1. Fire, Theft, Limited Vehicle, Comprehensive Vehicle	14
20.2. Towage and repatriation	16
20.3. Towage costs after breakdown	17
21. Additional operating expenses	17
22. Theft of luggage	18
23. Passenger accident insurance	19
23.1. Payment percentages in the event of permanent disability	20
23.2. Do you have a dispute with us about the amount of or entitlement to payment?	20
23.3. When do we pay compensation?	20
24. Passenger damage	21
25. Legal assistance	22



## Explanation of used terms

The following terms and words are explained to ensure that these policy conditions are as comprehensible as possible. The terms that appear in these conditions are given below. The terms that we use with the conditions per cover are explained in that section.

- **Current value:** the amount needed to buy an equivalent vehicle or parts, of the same make, type and age. This also takes into account the quality and state of repair.
- **Cover:** This describes the risks against which the vehicle or your goods are insured. This policy provides various types of cover.
- **Fraud:** you commit fraud if you intentionally mislead or attempt to mislead us in order to receive a payment or to achieve the fulfilment of an obligation to which you are not entitled. Fraud also includes seeking to benefit in another way without having any right to compensation, payment or the fulfilment of an obligation by intentionally giving us incorrect information.
- **Event:** An occurrence causing damage. Occurrences related to each other count as one event.
- **Winter maintenance equipment:** the equipment fitted to the vehicle which is used for winter maintenance, such as salt/sand spreaders, snow ploughs, roller brooms or similar equipment.
- **Passengers:** the driver and anyone who has a seat in the truck with permission.
- **Loading/unloading and work equipment:** the equipment permanently attached to or on the vehicle.

**This includes loading/unloading ramps, offloading and tipping equipment, cranes, movable floors and the like. Non-permanently attached equipment, such as a fork-lift, is covered here only as long as it is attached to the vehicle.**

- **New value:** the amount as stated on the policy with the vehicle. This includes any modifications made to the vehicle such as loading/unloading and work equipment, advertising, accessories and other structures installed if they have been passed on by you.
- **Accident:** a sudden external physical force acting on the body. This leads directly to physical injury or death of the insured. A doctor must be able to establish this. We also define an accident as:
  - dislocating, spraining and tearing of muscles and tendons due to sudden exertion of force.
  - wound infection and blood poisoning as a result of an accident;
  - complications or aggravation of physical injuries caused by first aid or medical treatment after an accident;
  - acute poisoning due to sudden and unintentional ingestion of a gas, vapour or substance;
  - contamination by the ingestion of germs or allergens through an involuntary fall into water or another substance;
  - burning, drowning, suffocation, freezing, sunstroke, exhaustion, starvation, withering and being struck by lightning or other electrical discharge.
- **Breakdown:** a mechanical or technical problem that makes the vehicle unable or unfit to drive.

- **Policy:** the documents showing how you are insured. The policy consists of one or more policy sheets, the associated policy conditions and any clause sheets.
- **Residual value:** the value of the vehicle immediately after damage. This value is determined by the loss adjuster.
- **Sanctions list:** A list of persons and organisations against whom sanctions have been imposed, drawn up by a country or organisation on the basis of national and international laws and regulations. These include sanction lists of the Netherlands, the European Union, the United Nations, the United States, the United Kingdom, Belgium and France.
- **Sanctions laws and regulations:** Any national and international laws and regulations on trade and economic sanctions, such as a sanctions list.
- **Total loss:** if the repair costs exceed the current value immediately before the damage minus the residual value. It is also a total loss if the repair costs exceed two-thirds of the current value of the vehicle immediately before the damage. Theft and embezzlement are also a form of total loss.

### Example of total loss

**If the repair costs exceed two-thirds of the truck's current value, we no longer consider it reasonable and responsible to repair the truck. In such a case, therefore, we consider your truck a total loss. You will then receive a higher payment. We will clarify this with the example below.**

Current market value of truck	€75,000
Damage repair costs	€55,000
Residual value of truck after the damage	€10,000

The repair costs (€55,000) are higher than two-thirds of the current value (€50,000). You will not receive the repair costs (€55,000) but the current value (€75,000) minus the residual value of the truck after the damage (€10,000). You will therefore receive €75,000 - €10,000 is €65,000. However, the excess is deducted from this. The amount of this excess is shown on your policy.

- **Traffic accident:** a traffic accident involving the insured vehicle, e.g. collision, collision or run over incident, fire, lightning strike or going off the road.
- **Vehicle:** the truck or (coupled) (semi)trailer as stated on your policy. This includes:
  - all parts and tools belonging to the standard equipment of the vehicle;
  - fuel such as diesel, petrol and ad-blue.
  - modifications to the vehicle as indicated by you, such as loading/unloading and work equipment, advertising, accessories and other fitted structures.

**Note! However, the value of all these parts and modifications must be included in the insured value. If they are not, they are not covered.**

- **Insured:** the policyholder, the owner, possessor and holder of the vehicle. And the persons who drive, operate or ride in the vehicle with your permission.
- **Policyholder/you:** the party entering into the insurance agreement with us.
- **We/us/our:** TVM verzekeringen N.V.



## General conditions

The conditions that are applicable on the entire insurance are set down in this chapter. Thus make sure that you read this carefully so that you will not have any unpleasant surprises later on.

### 1. With whom are you insured?

You are insured with TVM verzekeringen N.V. (Chamber of Commerce number: 53388992, Dutch Authority of the Financial Markets (AFM) registration number 12040443); www.tvm.nl. Our address is: Van Limburg Stirumstraat 250, 7901 AW Hoogeveen. Our postal address is: PO Box 130, 7900 AC, Hoogeveen.

Taking out this insurance entitles you to apply for membership of the TVM U.A. Cooperative. This is not possible if the insurance is handled by an authorised agent of TVM or if your company is established outside the Netherlands. Coöperatie TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised intermediary. An authorised intermediary is someone or an organization that may accept insurance on our behalf.

This agreement is governed by Dutch law.

### 2. What rules apply to the insurance commencement and expiry dates?

#### 2.1. Start, contract term and renewal of insurance

- Insurance cover will be provided as of the commencement date stated in your policy.
- The policy also shows the contract expiry date and contract term of your insurance. If you do not make new agreements with us before this date, the insurance will be automatically renewed for a period of 12 months.

#### 2.2. When can you terminate the insurance?

- You can terminate the insurance at any given moment in writing if you have not concluded any new agreement with us after the first contract term. A notice period of one month applies to this.
- You can terminate the insurance in writing per policy renewal date, if you have agreed a (new) contract term with us. A notice period of two months is applicable in such an instance.

#### 2.3. When can we terminate the insurance?

- We can terminate the insurance with effect from the policy renewal date. We will notify you in writing two months before the policy renewal date.
- We can terminate the insurance with immediate effect if:
  - you do not pay the premium or the excess at all or on time;
  - you deliberately mislead us by providing incorrect or insufficient information when taking out or during the term of the insurance;
  - you have not supplied the correct information in case of a claim;
  - your business activities change;
  - your company goes bankrupt. We do not provide cover from the moment you are declared bankrupt;

- you, by court order, may defer your payments (suspension of payments);
- your company ceases to exist;
- it is established that there is a case of (an attempt to commit) fraud involving this insurance or any other insurance taken out with us. We are entitled to terminate all insurance policies that you have with us as of the date of the letter in which we inform you accordingly;
- you no longer have an interest in the insurance (such as in case of total loss or sale of the vehicle). It is important that you inform us as soon as possible, but at least within seven days.

We always refund premiums paid in excess, We do not do this in cases of (attempted) fraud.

- We can terminate the insurance with immediate effect if:
  - you are included on the **sanctions list**;
  - you are a legal person, of which a holder of 25% or more of the shares is included on the **sanctions list**;
  - you are a legal person and controlled by a (natural or legal) person who is included on the **sanctions list**. Consider here, amongst others, a director and/or a supervisory director;
  - **sanctions laws and regulations** prohibit us from executing your insurance.
- We may terminate the insurance with two months' notice in the interim if you fail to cooperate in establishing the beneficial owner ('UBO') of your legal form. This includes your failure to complete a UBO form or to do so on time.
- If one of the above points apply to you or if national or international rules apply that forbid or restrict this, then:
  - we will not provide cover under this insurance;
  - we will not make any payments to you or on your behalf;
  - we will not refund excess or prepaid premiums.
 We cannot be obliged to do so as long as the sanctions are in place.

#### 2.4. When can you change the insurance?

You can change the insurance:

- as of the contract expiry date if you have agreed a contract term with us.
- at any time if you have not agreed a contract term with us. However, you must have communicated this to us at least one month before the change takes effect.

You can take out cover for a (new) vehicle at any time. The cover will take effect on the date as specified by you. However, we must agree to this first. Cover can always be terminated when the vehicle is sold.

### 3. May we change or terminate the insurance in the interim?

#### 3.1. Change to your insurance

We are allowed to change the premium and/or conditions of your insurance in the interim. You will receive a letter or email from us at least 30 days before the change takes effect.

#### 3.2. Do you object to the changes?

If you object to the changes, you are entitled to cancel the insurance. You may simply inform us by means of a letter or email that you wish to cancel the insurance. You must, however, do so within 30 days of the date of our notification of implementation of the change. The insurance will then be terminated as of the date of implementation of the change. This date is stated in our notification. If you do not send us a letter or email within the 30-day period, the changes will also apply to you.

#### 3.3. Under what circumstances are you not entitled to cancel the insurance?

You cannot cancel the insurance if the change is due to:

- an amendment to legislation or regulations or if it follows from case law;
- an extension of the cover;
- a reduction in the premium;
- an alteration that is either in your favour or bears no further consequences in your case;
- an adjustment due to indexation.

#### 3.4. Termination of your insurance

It is in everyone's interest that we remain capable to of fulfilling our service obligations in the future. In exceptional cases it may be necessary for us to terminate the insurance in the interim. We then do this simultaneously for an entire group of clients or insurances in the same way and at the same time.

A situation may arise in which a termination cannot wait until the insurance is renewed, for example because it may have serious financial consequences for us or because legislation obliges us to do so.

#### Explanation:

**Special cases are, for example, where we cannot, or cannot at a reasonable premium, reinsure ourselves against certain risks. Or if legislation prohibits us from insuring certain risks.**

If we are going to terminate the insurance in the interim, we will, of course, always let you know beforehand. By letter or email we will then explain exactly why we are terminating the insurance in the interim.

### 4. How do we treat your personal data?

When you request insurance, we ask for your personal details. We are a subsidiary of Coöperatie TVM U.A. Coöperatie TVM U.A. and its subsidiaries share your personal data for the following purposes:

- acceptance and administration of your insurance;
- processing claims;
- statistical research;
- to prevent and combat fraud;
- to check against sanctions lists;
- marketing activities;
- risk prevention and management;
- to comply with legislation and regulations.

In the use of your personal data we adhere to the code of conduct for the processing of personal data by insurers (see [www.verzekeraars.nl](http://www.verzekeraars.nl)). We also exchange your claim history and insurance details with the Central Information System Foundation (CIS). We do this in order to adopt a responsible policy for handling claims and accepting insurance risks, and to combat fraud. In this respect, we follow the privacy regulations of the CIS. If you would like to know more, go to [www.stichtingcis.nl](http://www.stichtingcis.nl).

If you would like to know more about privacy and how we use your personal data, click the 'Privacy Statement' at the bottom of the homepage on our website.

### 5. What can we do in case of fraud?

In case of fraud, we may report it to the police and:

- register your details in the database for insurers maintained by the CIS foundation, with the Fraud Office at the Dutch Association of Insurers' Centre for the Prevention of Insurance Crime (CBV), and in TVM verzekeringen's internal Events Administration or Incidents Register;
- recover from you any (investigation) costs incurred and/or damage compensated;
- if we engage the service organisation for liability claims (SODA), then you will be charged at least the standard fee set by SODA;
- if SODA is not engaged, we can charge you for the actual internal investigation costs incurred;
- we can terminate all insurance policies you have with us.

## 6. What are your options in case of complaints?

If you have a complaint then do not hesitate to contact us. If you cannot reach agreement with one of our employees, you can submit your complaint via our [online complaint form](#) or send an email to [klachtenloket@tvm.nl](mailto:klachtenloket@tvm.nl).

Are you not satisfied with our solution? Then submit your complaint to the Dutch courts or, if you are a consumer, small business entrepreneur or freelancer, to the Dutch Institute for Financial Disputes (Kifid), PO Box 93257, 2509 AG THE HAGUE or via [www.kifid.nl](http://www.kifid.nl).

## 7. What are your obligations?

### 7.1. What do we expect from you?

We expect you to:

- comply with the rules applicable to this insurance;
- comply with government regulations;
- provide us with correct information when taking out the insurance; We will conclude the insurance policy with you based on this information;
- inform us immediately about changes during the term of the insurance, such as:
  - change of business activities;
  - a business takeover;
  - a change of your address and/or contact details or bank account number;
- pay your premium and excess on time.
- notify us if the vehicle remains outside the Netherlands for more than eight consecutive weeks.

### 7.2. What if you fail to fulfil the obligations?

- Your failure to comply with the obligations under this policy may prejudice us. If we are prejudiced by this, we will be entitled to not pay all or part of your claim or stop providing assistance;
- terminate the insurance immediately;
- change the insurance;
- reimburse us for any payments and/or costs we have incurred.

## 8. What must you do if your business activities change or you are involved in a company takeover?

A change in business activities or a company takeover must be reported to us immediately.

We will inform you whether we will continue to offer the insurance and under which conditions. You will be informed of this 30 days after we have received the information. No cover will be provided for the changed risk until we have issued confirmation of (provisional) cover to you.

## 9. How do we calculate the premium?

The total annual premium you pay depends on many factors. Of influence are, for example, the type of vehicle, the towing weight, the sum insured and the amount of the excess.

Your insurance may be subject to a no-claim discount. This means that you get a discount on your premium for damage-free driving. Besides a premium with no-claim discount, we also offer the option of a premium without no-claim discount. The policy states what has been agreed with you.

With the premium with no-claim discount, the amount of the premium for the third-party and the vehicle insurance cover is influenced by the number of years that you have driven without making a claim.

We may annually adjust the premium to be determined in line with price developments. We base this on the household price index figures published by Statistics Netherlands (CBS).

### 9.1. No-claim discount

- At the start of the insurance, we set the rating on the no-claims table and thus the discount.
- Have you driven a year without claims? Then the rating is adjusted upwards according to the no-claims table.
- Did you in any year submit a claim paid for by us? Then the rating will be adjusted downwards in the new insurance year in accordance with the no-claims table.

### 9.2. No-claim table

Current rating	Discount	Below you can see what the rating will be after an insurance year:		
		without a claim	with 1 claim	with 2 claims
rating 0	0%	rating 1	rating 0	rating 0
rating 1	15%	rating 2	rating 0	rating 0
rating 2	30%	rating 3	rating 0	rating 0
rating 3	45%	rating 4	rating 0	rating 0
rating 4	60%	rating 5	rating 0	rating 0
rating 5	65%	rating 6	rating 0	rating 0
rating 6	66%	rating 7	rating 1	rating 0
rating 7	67%	rating 8	rating 2	rating 0
rating 8	68%	rating 9	rating 3	rating 0
rating 9	69%	rating 10	rating 4	rating 0
rating 10	70%	rating 11	rating 5	rating 0
rating 11	71%	rating 12	rating 6	rating 1
rating 12	72%	rating 13	rating 7	rating 2
rating 13	73%	rating 14	rating 8	rating 3
rating 14	74%	rating 15	rating 9	rating 4
rating 15	75%	rating 16	rating 10	rating 5
rating 16	75%	rating 17	rating 11	rating 6
rating 17	75%	rating 18	rating 12	rating 7
rating 18	75%	rating 19	rating 13	rating 8
rating 19	75%	rating 20	rating 14	rating 9
rating 20	75%	rating 20	rating 15	rating 10

With three or more claims, the rating in the new insurance year always becomes 0 (i.e. no discount).

#### Example no-claim discount

**Suppose your current rating is 10. In the table, you can see that this corresponds to 70% discount on your premium. If after one year of insurance you have not caused any damage that we have to pay, you will move to rating 11. This corresponds to 71% discount. If we do have to pay a claim then you go back to rating 5. Your premium discount will then be reduced by 5% and will still be 65%.**



### 9.3. Which claims do not affect the no-claim discount?

The following claims do not affect your no-claim:

- if the compensation paid by us has been recovered in full;
- damage we cannot recover because agreements have been made about it within the Dutch Association of Insurers. The liability of the other party must then have been established;
- damage you take for your own account and you have repaid to the compensation to us. You must have repaid this to us within one year after the extent of the damage was communicated to you;
- damage that is insured under 'Limited Vehicle' cover;
- damage to winter maintenance equipment;
- assistance in case of illness or accident;
- claims which we must pay by law, but where the driver of the vehicle cannot be blamed for causing the damage.

### 10. What are the rules for payment of premium and excess?

- You pay the following premiums within 30 days of the invoice date. This also applies to any excess that we charge you. If you fail to do this, we will send you a payment reminder.
- If you do not pay or do not pay on time after receiving the reminder:
  - You will then have no cover for new claims from the 15th day from the date shown on this payment reminder.
  - In this case, we shall also be entitled to terminate the policy.
  - If you pay, but not on time If we have not yet notified you that we are terminating the insurance, you will again have cover from the day following the day after we receive payment.
- You are always obliged to pay the premium or a charged excess. If we initiate (legal) proceedings for the amount you have to pay, the associated (collection) costs will be for your account.

### 11. What is not insured?

We do not provide assistance or pay for damage if caused during or arising from:

- use other than expressly agreed, such as:
  - (sub)rental;
  - paid passenger transport;
  - giving driving lessons;
  - participating in or training for speed or agility competitions;
  - participating in festive processions.

**We define festive processions as events with persons on a trailer, semi-trailer, or cart, and/or where persons walk around the vehicle. Examples include carnival and championship parades, flower and fruit parades, etc. If you are participating in such a parade, contact us to discuss insurance options.**

- a driver who was not authorised to drive the vehicle. We define this as a driver who is not authorised to drive or who should not be considered capable of driving;

**For example: someone without a valid driving licence or who has been disqualified from driving, or when the driver is under such influence of alcohol, drugs or medicines that he or she should be deemed unable to participate in traffic. This is in any case the case if the legal maximum (permillage/ugl) has been exceeded.**

**You are also not insured if the driver does not have the indication 'code 95' on his driving licence even though this is compulsory for transport.**

We will not provide assistance or pay a claim if:

- a driver has stolen the vehicle, or knows it has been stolen;
- a driver refuses to cooperate with a breath or urine test or blood test;
- the damage is caused by, or results from:
  - an intentional act or omission;
  - conditional intent;
  - recklessness;
  - or with approval;
 of an insured and/or persons for whom the insured is liable.
- there is a case of (attempted) fraud;

It is possible that the above mentioned claims are insured. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

Additionally, we do not provide assistance or pay a claim resulting from:

- nuclear reactions, which we define as any nuclear reaction in which energy is released, including nuclear fusion, nuclear fission or artificial and natural radioactivity;
- acts of war, which we define as:
  - Armed conflict: any case in which states or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict also includes military action conducted by a peacekeeping force of the United Nations.
  - Civil war: a more or less organised violent struggle between inhabitants of the same state, involving a significant proportion of its inhabitants.
  - Insurrection: organised violent resistance within a state, directed against public authority.
  - Domestic disturbances: more or less organised acts of violence in different places occurring within a state.
  - Riot: a more or less organised local violent movement directed against public authority.
  - Mutiny: a more or less organised violent movement by members of any armed force, directed against the authority under which they are placed.
- (bio)chemical, biological or electromagnetic weapons;
- seizure by a Dutch or foreign authority;

We also do not pay a claim or provide assistance:

- if it results from an event that occurred before the effective date of the insurance;
- if the vehicle remains outside European Union countries for more than eight consecutive weeks;
- regarding goods for which this is not permitted according to national or international regulations;
- to persons, companies, authorities and other parties where this is not permitted according to national or international agreements.

## 12. Is the damage also insured under another insurance policy?

Are there other insurance policies or schemes that also pay the same claim? Then you are expected to immediately inform us about these.

We will not pay a claim if it is already paid under a scheme, law or another insurance policy or if the claim would have been paid if this insurance had not existed with us.

If this insurance policy covers more than the amount compensation under this scheme, law or other insurance policy, because the sum insured is higher or the policy conditions are different, we will only compensate the damage that exceeds the higher sum insured or that you are entitled to receive under the policy with different conditions. We will not pay any excess under that other insurance or scheme.

We will pay the claim though if the other insurance is accident insurance.

## 13. When do we recover the paid claim?

We are entitled to recover the paid claim and incurred costs if:

- the driver drunk more alcohol than permitted by law;
- the driver was under the influence of a stimulant or narcotic substance or medicine. This does not apply if the use is on doctor's orders, unless the driver could have known that the substance or medicine could affect the ability to drive;
- the driver did not have a valid driving licence;
- the driver or insured party caused damage intentionally or through reckless behaviour;
- the insured agreed to the damage occurring;
- someone used the vehicle without your permission. Then we will recover the damage from the person who used the vehicle;
- a person other than an insured is liable. In that case, we will recover the damage compensated from that other person.
- there is no cover for some other reason;

## 14. How do we deal with multiple excesses?

In case of an event involving your truck and/or any attached (semi)trailer, multiple excesses may apply. In that case, only the highest excess applies.

### Example:

Cover	Excess
Third-party Liability Vehicle	€750.
Comprehensive Vehicle	€1,250
Comprehensive Semitrailer	€1,000

**The total excess would normally be €750 + €1,250 + €1,000 = €3.000. With this arrangement, only the highest amount of €1,250 applies.**

If you use TVM Schadeservice, any discount on the excess will be applied after this calculation.

This arrangement only applies if this is stated on your policy.

## 15. In which countries are you insured?

You are insured in the countries where your International Motor Insurance Card is valid.

If border insurance is compulsory for a country, you must use it. The cover of the frontier insurance takes precedence over the cover of this truck insurance..

## 16. What must you do in case of damage?

You must report damage to us as soon as possible, within three days at the latest. This can be done in the following ways:

- Internet [www.mijntvm.nl](http://www.mijntvm.nl)
- Telephone +31 (0) 528 29 27 00
- Email [smd@tvm.nl](mailto:smd@tvm.nl)
- Post TVM verzekeringen  
Freepost number 70  
7900 VB Hoogeveen

In case of theft, always contact TVM assistance **immediately** by telephone: +31 (0)528 29 29 11. After which, you must send completed claim form to us within seven days of reporting.

### 16.1. Emergency assistance

Do you need immediate assistance? Then call: TVM assistance: +31 (0)528 29 29 11. (available 24 hours a day)

Examples of immediate assistance (depending on your cover) are:

- towage;
- repatriation;
- theft of your vehicle;
- personal assistance in case of illness or accident abroad.

### 16.2. What must you do in case of damage?

You must:

- immediately contact and report to the police in case of theft, burglary, misappropriation, or loss. We may engage the Insurance Bureau for Vehicle Crime (VbV) to find the vehicle;
- supply all the information that could be important for the settlement of the claim. This is for example the case when someone else is liable for the damage;
- cooperate in order for the claim to be settled quickly and properly;
- send us the original supporting documents at our request;
- send us all documents that relate to the claim as soon as possible.

You are also not allowed to make any commitments, statements or undertake actions regarding the compensation of damage.

If you do not adhere to these rules, we could be prejudiced as a result. Then we are entitled not to pay or only partially pay your claim. In Article 7.2. 'What if you fail to fulfil the obligations?' you can read what other implications this may have for you.

### 16.3. What must you do in case of damage?

- We can engage counsel if criminal proceedings are instituted against an insured.
- If you make a claim, you automatically authorise us to settle this claim on your behalf.
- We may pay directly to the beneficiary.

### 16.4. Who determines the claim?

- We can engage a loss adjuster to determine your damage. The costs incurred for this are for our account.
- If you disagree with the assessment of the loss adjuster then you can engage your own loss adjuster. The costs incurred for this are initially for your own account.
- You must have reasonable grounds for engaging your own loss adjuster, meaning that the costs of your loss adjuster must weigh up against the difference that you expect in the assessed value of your claim. For example, the costs of this loss adjuster must outweigh any difference you expect in the assessment of the damage.
- We will in any case pay the costs of your loss adjuster up to the amount charged by our loss adjuster. If the costs of your adjuster exceed the costs of our loss adjuster, we will only compensate these additional costs if they are reasonable.
- In case both loss adjusters cannot agree, a third loss adjuster will be appointed by both loss adjusters prior to the substantive examination by the second loss adjuster. If both loss adjusters cannot agree, the appointed third loss adjuster will determine the extent of the damage. This determination is binding on you and on us. The costs of this third loss adjuster will be compensated by us.

### 16.5. What if you cannot use your vehicle because it is being repaired or serviced?

As long as the insured vehicle is temporarily unavailable due to a road accident, repair or maintenance, the cover you have taken out for the insured vehicle is also valid for an equivalent replacement vehicle. This can be a borrowed or rented vehicle or a spare vehicle from your own fleet. This cover applies for a maximum of 30 days. If the replacement vehicle already has similar cover elsewhere, the cover taken out with us does not apply.

### 17. How is a claim resulting from acts of terrorism handled?

A claim caused by terrorism is compensated based on the Claims Settlement Protocol and the accompanying Terrorism Cover Article Sheet of the Dutch Terrorism Risk Reinsurance Company (clausuleblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden (NHT)). The complete text of the protocol and the clause sheet is available at [nht.vereeende.nl](http://nht.vereeende.nl) and on the site [www.tvm.nl](http://www.tvm.nl).

This means that if you have suffered damage as a result of an act of terrorism your damage might not be fully compensated.

## What are you insured for?

This section describes the conditions per cover. Your insurance cover is stated on the policy.

### 18. Third-party liability (damage to someone else)

With this cover, you comply with the rules of the Motor Insurance Liability Act (WAM) to insure your vehicle. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<p><b>What is insured?</b></p>	<p>You are insured if you are liable for damage caused to others or their property:</p> <ul style="list-style-type: none"> <li>• by or with the vehicle or the loading/unloading or working equipment coupled to it;</li> <li>• by the transport of hazardous substances as referred to in the applicable laws and regulations;</li> <li>• by winter maintenance equipment. Damage to the winter maintenance equipment itself is also insured for the causes mentioned under the Comprehensive Vehicle cover up to a maximum of €50,000 per event;</li> <li>• by falling load from the vehicle or by the load/load hoisted or transported with the loading/unloading or work equipment.</li> </ul> <div style="border: 1px solid black; border-radius: 10px; padding: 5px; margin-top: 10px;"> <p>You are also insured for damage caused by the vehicle to another vehicle in your fleet or to another vehicle in the fleet of the person using the vehicle with your permission. This provision does not apply if the damage was caused in a building.</p> </div>
<p><b>What is not insured?</b></p>	<p>No cover is provided for:</p> <ul style="list-style-type: none"> <li>• damage to the driver or the person operating your vehicle;</li> <li>• damage caused by an uncoupled (semi)trailer that has come to a safe stop outside traffic.</li> <li>• damage caused by the transportation of hazardous materials: <ul style="list-style-type: none"> <li>• if the vehicle is not or insufficiently equipped for this type of transport;</li> <li>• if the applicable laws and regulations for this purpose have not been complied with or have been inadequately complied with;</li> </ul> </li> <li>• fines, surrender charges and the (legal) costs of criminal proceedings;</li> <li>• Contractual liability</li> <li>• damage to the (towed) cargo or load;</li> <li>• damage caused by piling with the coupled work equipment;</li> <li>• damage caused with a towed vehicle;</li> <li>• damage caused to a towed vehicle and the persons or goods transported with the towed vehicle;</li> </ul> <div style="border: 1px solid black; border-radius: 10px; padding: 5px; margin-top: 10px;"> <p>The cover does apply to towing a vehicle as a favour. This must involve a defective vehicle towed to the nearest garage and not insured elsewhere.</p> </div> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<p><b>Excess</b></p>	<ul style="list-style-type: none"> <li>• The excess is stated on the policy and applies per event.</li> <li>• An excess of €250 applies for damage to the winter maintenance equipment mounted to the vehicle.</li> </ul>
<p><b>What is the maximum compensation?</b></p>	<ul style="list-style-type: none"> <li>• The maximum compensation is stated on the policy.</li> <li>• If the law prescribes a higher sum insured, you are insured for that higher amount.</li> <li>• For the transport of hazardous substances, the amounts mentioned in the Liability for Hazardous Substances and Environmental Pollution (Implementation) Decree (Uitvoeringsbesluit aansprakelijkheid gevaarlijke stoffen en milieuverontreiniging) apply.</li> <li>• For damage occurring at airports, in areas where aircraft are allowed to enter, compensation will never exceed the applicable statutory minimum amounts.</li> <li>• Above the sum insured, a maximum deposit of €50,000 will be paid. This only applies if a competent government agency imposes a deposit in connection with a covered criminal case or a traffic accident involving the insured vehicle. Once the deposit is refunded by the government agency, you must repay it to us immediately.</li> <li>• Also above the sum insured will be compensated: <ul style="list-style-type: none"> <li>• the costs of legal assistance provided by us in criminal proceedings against an insured;</li> <li>• the costs of legal assistance for conducting a defence in a civil lawsuit against an insured;</li> <li>• statutory interest.</li> </ul> </li> <li>• The maximum compensation for damage to underground property and its consequences is insured up to a maximum of €50,000.</li> <li>• The maximum compensation for damage to winter maintenance equipment is €50,000.</li> </ul>
<p><b>What else do you need to know?</b></p>	<ul style="list-style-type: none"> <li>• The employer is also insured, but only if the employer is liable under Section 6:170(1) Dutch Civil Code.</li> <li>• If the vehicle is leased or financed, the liability of the financier or leasing company in its capacity as (co-)owner of the vehicle is also insured.</li> <li>• Damage to the upholstery of the vehicle as a result of transporting injured persons free of charge is also insured.</li> </ul>



## 19. Assistance in case of illness or accident

If your truck is insured for third-party liability you will automatically have this cover. The purpose of this cover is to provide assistance to the insured (driver) in case of illness or (traffic) accident abroad. The overview below states what is and is not insured.

<p><b>What is insured?</b></p>	<p>In case of illness or a (traffic) accident abroad, assistance is provided by TVM assistance. This must involve an insured leaving his home in his country of residence for a journey abroad.</p> <p>Cover is provided for:</p> <ul style="list-style-type: none"> <li>the costs of transporting sick persons including necessary (medical) accompaniment of the driver to his domicile country. We only compensate transport by ambulance plane if this can save life and/or reduce the risk of permanent disability;</li> <li>the additional costs of accommodation and additional travel costs of the return journey by public transport or the means of transport by which the journey was made. This applies to the driver and one travelling companion;</li> <li>additional costs for transfer and accommodation for one person if assistance is necessary and the driver is travelling alone;</li> <li>shipping costs of medicines and aids. Not compensated are the costs of the medicines themselves, customs costs and any return freight costs;</li> <li>in the event of death abroad, we will compensate: <ul style="list-style-type: none"> <li>the transport costs of the mortal remains to the country of residence or;</li> <li>the costs of a burial or cremation abroad and the costs of bringing over household members and family members. In total, we will never compensate more than what the transport costs of the mortal remains to his country of residence would amount to.</li> </ul> </li> <li>in case of life-threatening illness, accidents or death of non-travelling relatives in the first or second degree the additional costs of: <ul style="list-style-type: none"> <li>travel and accommodation while travelling back to the country of residence;</li> <li>having a business replacement come over if this is urgently required;</li> <li>return to the destination abroad, if no business substitute has been deployed.</li> </ul> </li> <li>the following costs in the event of serious damage to the insured's property: <ul style="list-style-type: none"> <li>travel and accommodation expenses while returning to the domicile country;</li> <li>travel expenses of a business substitute if urgently required;</li> <li>return to the destination abroad, if no business substitute has been deployed;</li> </ul> </li> <li>the costs that must be incurred according to the local, competent authorities in searching for and/or rescuing the insured;</li> <li>the insured's additional costs for staying abroad in the event of a forced delay (due to natural disasters, strikes or action blockades), if this exceeds the original return date; we will compensate a maximum of €25 per insured per day of delay with a maximum of €500 per journey.</li> <li>the necessary telecommunication costs incurred to reach TVM assistance in case of illness or accident.</li> </ul>
<p><b>What is not insured?</b></p>	<p>No cover is provided for:</p> <ul style="list-style-type: none"> <li>assistance and costs incurred without the consent of TVM assistance;</li> <li>medical costs;</li> <li>costs that could be expected to be incurred in advance (such as in the event of an existing illness);</li> <li>assistance for persons with a country of residence outside the insurance area of this insurance;</li> <li>costs caused by deliberate involvement in a hijacking, strike or act of terrorism.</li> </ul> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<p><b>Excess</b></p>	<ul style="list-style-type: none"> <li>Compensation for accommodation expenses is reduced by 10% for savings on normal living expenses.</li> <li>The allowance is reduced by all other savings and refunds received.</li> </ul>
<p><b>What to do in the event of an accident or illness?</b></p>	<ul style="list-style-type: none"> <li>If you need help, contact TVM assistance as soon as possible.</li> <li>The driver or other interested party must do everything possible to prevent or reduce damage.</li> <li>At our request, the driver must be examined by a doctor appointed by us.</li> <li>You must send us the original supporting documents of the request for assistance or payment.</li> <li>In the event of death, you must: <ul style="list-style-type: none"> <li>Contact TVM assistance immediately;</li> <li>allow section on request.</li> </ul> </li> </ul> <p>See also Article 16. 'What to do in case of damage?'</p>

## 20. Comprehensive insurance cover (damage to your vehicle)

This section describes the various cover types. Your policy states whether you have any of these types of cover.

<b>Definitions</b>	<ul style="list-style-type: none"> <li>• <b>General average:</b> this is the contribution in the costs that must be incurred in an emergency during transport by ship.</li> <li>• <b>Car papers/toll boxes:</b> these are the vehicle registration document, driving licence, car papers/vignettes required abroad and on-board units for toll collection.</li> </ul>
--------------------	---

### 20.1. Fire, Theft, Limited Vehicle, Comprehensive Vehicle

This insures you for damage to your vehicle. The table below shows which causes your vehicle is insured against. Your insurance cover is stated on the policy.

What is insured?	Cover			
	Fire	Fire/theft	Limited Vehicle	Compre-hensive Vehicle
<ul style="list-style-type: none"> <li>• Fire</li> <li>• Explosion</li> <li>• Implosion</li> <li>• Self-ignition</li> <li>• Short circuit</li> </ul> <p>These causes are also insured if it is the result of own fault. (This is the case if the cause lies in the product itself, e.g. caused by wear and tear, construction, material or manufacturing faults)</p> <ul style="list-style-type: none"> <li>• Lightning strike</li> </ul>				
<ul style="list-style-type: none"> <li>• Theft of the vehicle or parts thereof</li> <li>• Burglary and forced entry</li> <li>• Joyriding</li> <li>• Embezzlement or attempted embezzlement</li> </ul> <p>For the above causes, this also covers damage to the vehicle while driving.</p> <ul style="list-style-type: none"> <li>• Replacement of vehicle locks if the vehicle keys have been stolen from a properly locked building under force, threat of force or after a burglary.</li> </ul>				
<ul style="list-style-type: none"> <li>• Collision with birds and stray animals. The damage must have been caused directly by the collision. Consequential damage after the collision with an animal is not insured under Limited Vehicle. For example, if you crash into a tree after the animal collision.</li> <li>• Colliding with an aircraft or parts thereof.</li> <li>• Flood, tidal wave, hail, avalanche, earthquake, volcanic eruption, falling rocks, collapse and landslide.</li> <li>• Breaking or cracking of front, side and rear windows and damage caused by the shards. This is only insured if there is no other damage to the vehicle.</li> <li>• Storm (this is a wind speed of at least 14 metres per second, wind force seven).</li> <li>• General average. See 'Definitions' for an explanation.</li> <li>• Damage caused while transporting the vehicle. For example, on a tow truck.</li> <li>• Vandalism</li> </ul>				
<ul style="list-style-type: none"> <li>• (Collision) damage to your vehicle due to collision, impact, rollover, going off the road or into water. This also applies if this damage is the result of a defect in the vehicle itself.</li> <li>• Any other sudden external causes causing damage.</li> </ul>				

<p><b>What is not insured?</b></p>	<p>No cover is provided for:</p> <ul style="list-style-type: none"> <li>• damage caused by freezing;</li> <li>• damage to pneumatic tyres only if no other damage to the vehicle occurred at the same time. This does not apply to damage caused by vandalism;</li> <li>• damage during towing and hauling;</li> <li>• scrapes, scratches or damage to paintwork caused during transport;</li> <li>• wear and tear (gradual decrease in strength and serviceability due to continuous normal use or exposure);</li> <li>• mechanical damage due to improper use;</li> <li>• damage caused by depreciation.</li> </ul> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<p><b>Excess</b></p>	<ul style="list-style-type: none"> <li>• The excess is stated on your policy. This applies per event.</li> <li>• If several vehicles are damaged in one event, we only charge one excess for trucks and one excess for (semi-)trailers.</li> </ul> <p>This is the case if several trucks and/or (semi-)trailers are damaged by a single event, such as hail, fire or vandalism.</p> <ul style="list-style-type: none"> <li>• No excess applies to: <ul style="list-style-type: none"> <li>• a contribution to General Average;</li> <li>• replacement of car papers/toll boxes;</li> <li>• replacement of locks after theft of the car key.</li> </ul> </li> </ul>
<p><b>Important to know in case of damage</b></p>	<ul style="list-style-type: none"> <li>• We determine the damage within 30 days, after we receive all details.</li> <li>• You must give us two consecutive working days to record the damage before such repairs are made.</li> <li>• You may have emergency repairs made up to €750 without our prior consent.</li> <li>• In case of theft, we will pay the claim after 30 days from the day you reported the theft to us.</li> <li>• In case of a total loss, we will pay the compensation after the ownership of the vehicle, including the additional facilities to be compensated by us, has been transferred to us or a party to be appointed by us. In doing so, you must also transfer the car papers (including registration documents or card with code), keys and other electronic means of opening the doors.</li> <li>• You do not have the right to hand over (abandon) the damaged or stolen vehicle to us.</li> <li>• You can claim statutory interest from the day you are formally legally entitled to it.</li> </ul> <p>See also Article 16. 'What to do in case of damage?'</p>
<p><b>What is the maximum compensation?</b></p>	<ul style="list-style-type: none"> <li>• We compensate the repair costs. These costs may not be higher than the current value of the vehicle before damage minus the value after damage.</li> <li>• In case of a total loss, we will compensate: <ul style="list-style-type: none"> <li>• the first 12 months after the vehicle was delivered new and registered, the new value as stated in your policy. The residual value of the vehicle after damage is deducted from this;</li> <li>• after 12 months the current value of the vehicle just before the moment of damage. The residual value of the vehicle after damage is deducted from this.</li> <li>• if the vehicle is leased or financed, after 12 months the book value as determined by the lease or finance company will apply. If the current value is higher than this book value just before damage, the current value will apply. However, you must let us know in advance if the vehicle is leased or financed</li> </ul> </li> <li>• Compensation will be made up to the sum insured of the vehicle as stated on your policy minus the residual value of the vehicle after damage.</li> </ul> <div style="border: 1px solid black; border-radius: 10px; padding: 10px; margin: 10px 0;"> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• If the value of an identical vehicle as stated on your policy increases in the first 12 months after purchase, we will compensate up to a maximum of 110% of the sum insured on your policy minus the residual value after damage.</li> <li>• Even if an undersum insured is specified by you, we will compensate up to a maximum of 110% of the sum insured on your policy minus the residual value after damage.</li> </ul> </div> <ul style="list-style-type: none"> <li>• In case of theft, the truck must be equipped with an operational anti-theft system, at least standard B2 (Kiwa-SCM). If this is not the case, we also compensate the current value instead of the new value for the first 12 months after the vehicle was delivered new and registered.</li> <li>• If damage from an older date is still present that has not been professionally repaired, this damage will be deducted from the compensation.</li> <li>• A maximum of €500 applies to permanently installed electronics. If a higher amount was taken into account when determining the insured value of the vehicle, that amount applies as the maximum.</li> <li>• For fuel, we compensate 50% of the tank capacity. If it can be proved that more fuel was present in the vehicle at the time of the damage, we will also compensate the additional fuel.</li> </ul>

<b>What else do you need to know?</b>	<ul style="list-style-type: none"> <li>Included in the cover are:                             <ul style="list-style-type: none"> <li>permanently mounted electronics, such as audio (visual), telephone and/or navigation equipment;</li> <li>car papers and toll boxes;</li> <li>the reasonable costs of preventing imminent damage or minimising damage that has already occurred.</li> </ul> </li> <li>If you have indicated that your vehicle is financed or leased and we have noted this on the policy, compensation for damage will be made to the financier or leasing company stated on the policy.</li> <li>If, in the case of financing or leasing, the compensation exceeds the book value, as determined by the finance or leasing company, we will pay this difference to the policyholder.</li> <li>Underinsurance may result in us not compensating your claim in full.</li> <li>A charter of the policyholder who uses a (semi)trailer of yours is not an insured. We can therefore recover damage to your (semi)trailer from the charter.</li> </ul>
---------------------------------------	--

### 20.2. Towing and repatriation

You have this cover if it is stated in your policy. If your vehicle is insured for fire, fire/theft, limited vehicle or comprehensive vehicle then you will automatically have this cover. With this cover, you are insured for towing and transport of your vehicle after a covered damage. The overview below states what is and is not insured.

<b>What is insured within the Netherlands?</b>	<p>If the vehicle, within the Netherlands, can no longer drive due to an event for which the vehicle is insured, we will compensate:</p> <ul style="list-style-type: none"> <li>the reasonable costs of towing and security;</li> <li>the costs of transporting the vehicle to an address in the Netherlands.</li> </ul>
<b>What is insured abroad?</b>	<p>If, outside the Netherlands, the vehicle can no longer drive due to an event for which the vehicle is insured, we will compensate:</p> <ul style="list-style-type: none"> <li>the costs of towing to the nearest garage.</li> </ul> <p>If emergency repairs locally are not reasonably possible, we will compensate:</p> <ul style="list-style-type: none"> <li>the reasonable costs of security and towing;</li> <li>transportation of the vehicle to an address in the Netherlands.</li> </ul> <p>If the truck can no longer drive, but the (semi)trailer can, we will compensate the cost of a replacement truck, if necessary, up to a maximum of the cost of what transport of the (semi)trailer to the Netherlands would have cost.</p>
<b>What is not insured?</b>	<p>No cover is provided for assistance and expenses:</p> <ul style="list-style-type: none"> <li>incurred without our consent;</li> <li>if the damage to your vehicle is not insured.</li> <li>if the vehicle becomes stuck without collision, impact or rollover;</li> <li>if the vehicle comes to a standstill due to breakdown. This is insured if the 'Towing costs after breakdown' cover is on the policy.</li> </ul> <div style="border: 1px solid #008000; padding: 10px; margin: 10px 0;"> <p><b>For example:</b> Your truck has limited vehicle cover. Due to a steering error, the truck comes to a stop against a tree and is unable to continue. Fortunately, there is only bodywork damage. The damage to the truck does not fall under the limited vehicle cover and the towing costs will therefore not be compensated.</p> <p>Should your truck have caught fire due to, for example, a short circuit, this is a covered damage under the limited vehicle cover and we would compensate the towing costs.</p> </div> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<b>Excess</b>	No excess applies.
<b>What else do you need to know?</b>	<ul style="list-style-type: none"> <li>Towing and transport of the attached (semi)trailer, the attached and mounted equipment and load are co-insured, even if they are not insured (with us).</li> <li>We are entitled to recover the costs of towing and transport from another insurer or owner.</li> <li>Savings or sums recovered because the vehicle was unable to complete its normal journey will be deducted from the compensation.</li> </ul>



### 20.3. Towage costs after breakdown

This cover is in addition to Article 20.2. 'Berging en repatriëring'. You have this cover if it is stated in your policy.

<b>What is insured?</b>	If your vehicle: <ul style="list-style-type: none"> <li>can no longer drive due to breakdown and has 'Comprehensive Vehicle' cover</li> </ul> We will compensate the cost of towage to the nearest dealer or repair shop.
<b>Excess</b>	No excess applies.
<b>What is the maximum compensation?</b>	Assistance and expenses will be compensated even if they exceed the insured sum of the vehicle.
<b>Special details</b>	<ul style="list-style-type: none"> <li>Towage and transport of the coupled (semi) trailer, the attached and mounted equipment and load is co-insured.</li> <li>Savings or sums recovered because the vehicle was unable to complete its normal journey will be deducted from the compensation.</li> </ul>

## 21. Additional operating expenses

This cover offers you compensation for each day your vehicle cannot be used due to an event for which damage to your vehicle is insured. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<b>What is insured?</b>	<ul style="list-style-type: none"> <li>You will receive a daily compensation as long as the vehicle is undergoing technical repairs. This takes into account a reasonable delivery time of replacement parts.</li> <li>The reason the vehicle is repaired must be the result of an insured event as mentioned under Article 20.1. 'Fire, Theft, Limited Vehicle, Comprehensive Vehicle'.</li> </ul>
<b>What is not insured?</b>	For this, the same applies as what is stated under "What do we not insure?" in Article 20. 'Vehicle (damage to your vehicle)'.
<b>Excess</b>	In case of a repair time of one or two working days, you will not receive compensation. This is for your own account. This does not apply if repairs take longer than two days or there is a total loss.
<b>What to do in case of damage?</b>	For this, the same applies as under 'Important to know in case of damage in Article 20. 'Vehicle (damage to your vehicle)'.
<b>What is the maximum compensation?</b>	<ul style="list-style-type: none"> <li>The daily compensation is stated on your policy.</li> <li>The payment period is a maximum of 30 working days. General holidays, Saturdays and Sundays are not working days.</li> <li>If the vehicle can no longer be repaired or if there is theft or misappropriation, you will receive the daily compensation until a similar vehicle can be delivered. This payment period is a maximum of 21 days.</li> <li>In case of joyriding, you will receive the compensation for the days when you could not use the vehicle.</li> </ul>

## 22. Theft of luggage

With this cover, you have insurance for loss of personal property of all passengers. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<b>What is insured?</b>	<p>Cover is provided for damage to passengers' luggage and/or permanently mounted personal property present in the truck due to theft or burglary. Property must be for normal private use.</p> <p>Theft is only insured:</p> <ul style="list-style-type: none"> <li>• if the truck has been broken into;</li> <li>• if the truck containing the property has been stolen;</li> <li>• by burglary in the building where the truck is parked;</li> <li>• if physical violence was used or threats were made.</li> </ul>
<b>What is not insured?</b>	<p>No cover is provided for:</p> <ul style="list-style-type: none"> <li>• theft of money or other valuable papers;</li> <li>• Anything not insured according to Article 20. 'Vehicle (damage to your vehicle)'.</li> </ul>
<b>Excess</b>	The excess is stated on the policy and applies per event.
<b>What is compensated?</b>	<p>In case of total loss and theft, we will compensate the new value, but</p> <ul style="list-style-type: none"> <li>• for items whose current value is less than 40% of the new value, we will compensate the current value;</li> <li>• for electronic equipment a standard depreciation of 25% per year applies. For smartphones, depreciation is 35% per year.</li> </ul> <p>We will always compensate at least 20% of the new value.</p> <p>See also Article 16. 'What to do in case of damage?'</p>
<b>What is the maximum compensation?</b>	The sum insured as stated in the policy. This amount applies to the luggage of all passengers and permanently attached personal property combined.
<b>Special details</b>	<p>There are situations where we can reclaim (recover) a paid claim, for example when another party is liable for the damage. We will not reclaim compensation paid from the following persons:</p> <ul style="list-style-type: none"> <li>• the driver of the truck;</li> <li>• the passengers riding in the truck with permission;</li> <li>• you and the employer.</li> </ul> <div style="border: 1px solid black; border-radius: 10px; padding: 10px; margin-top: 10px;"> <p>Note: You must then follow the agreed rules. For this, see Article 7. 'What are your obligations?'. If the claim is insured elsewhere, we will also reclaim the paid claim.</p> </div>

### 23. Passenger accident insurance

With this cover, you have accident insurance for the passengers of the truck. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<b>What is insured?</b>	<p>Cover is provided for:</p> <ul style="list-style-type: none"> <li>death or permanent disability of the passengers of the insured car as a result of a traffic accident involving the insured truck.</li> </ul> <p>This cover also applies to traffic accidents arising while stationary, entering and leaving the vehicle, refuelling and making emergency repairs or providing assistance following a traffic accident involving the truck.</p>
<b>What is not insured?</b>	<p>No cover is provided for death or permanent disability due to:</p> <ul style="list-style-type: none"> <li>pre-existing disability;</li> <li>committing or being involved in a crime;</li> <li>the occurrence of a traffic accident due to an insured's illness. If the illness resulted from a previous traffic accident that was insured, cover is provided;</li> <li>aggravation of the consequences of the traffic accident due to illness, mental or physical abnormality;</li> <li>mental disorders. Cover is provided if these are the result of brain damage caused by the traffic accident;</li> <li>disability linked to the exercise of a specific profession.</li> </ul> <p>Also not insured is permanent disability if the occupant is 70 years or older.</p> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<b>No right to payment</b>	<ul style="list-style-type: none"> <li>No entitlement to payment exists if the traffic accident has not been reported within three years of the event.</li> </ul>
<b>Excess</b>	No excess applies.
<b>What to do in the event of a traffic accident?</b>	<ul style="list-style-type: none"> <li>In case of death, you must inform us immediately and allow an autopsy at our request.</li> <li>In case of disability, you must inform us as soon as possible and cooperate with a medical examination and medical treatment.</li> </ul> <p>See also Article 16. 'What to do in case of damage?'</p>
<b>What is the maximum compensation?</b>	<ul style="list-style-type: none"> <li>The sum insured as stated in the policy.</li> <li>This amount applies to a maximum of three insured persons. If there are more passengers, the payment for each occupant will be reduced in proportion to the actual number of passengers.</li> </ul>
<b>Special details</b>	<ul style="list-style-type: none"> <li>In case of death due to a traffic accident, we will pay the sum insured. What if the insured dies within a year of the traffic accident? Then the amounts already paid for permanent disability for this same traffic accident will be deducted from the payment.</li> <li>In case of permanent disability, you will be reimbursed a percentage of the sum insured. You can see how high this percentage is in Article 23.1.</li> <li>In case of permanent disability not mentioned in Article 23.1., a percentage of the sum insured is paid out equal to the percentage of permanent disability. This percentage is determined by our medical advisor according to the standards laid down in the latest edition of the A.M.A. Guide and, where possible, calculated as a total percentage of the upper extremity (arm to shoulder joint) and/or the lower extremity (leg up to the hip joint).</li> <li>The insured's occupation is not taken into account when determining permanent disability.</li> <li>We determine the degree of permanent disability as soon as the condition is stable (i.e. will no longer improve or deteriorate).</li> <li>Is the percentage of permanent disability not yet determinable because it can still change? Then we may reasonably postpone the decision on the amount of the payment.</li> <li>As soon as we have all the data and there is a final medical condition, we will determine the amount of the payment and communicate it to you.</li> <li>If pre-existing conditions and/or disabilities increase the consequences of a road traffic accident, we will not pay out more than if the insured were fully able-bodied and healthy.</li> <li>The payment is made to the person who suffered the road accident.</li> <li>In case of death, the payment will be made to: <ul style="list-style-type: none"> <li>your spouse if you are married at the time of death;</li> <li>your partner, as stated in the notarised cohabitation contract or registered partnership, with whom you are cohabiting unmarried at the time of death.</li> </ul> </li> </ul> <p>If you do not have a spouse or partner at the time of death, the payment will be made to your legal heirs. If you also have no legal heirs, no payment is made.</p>

### 23.1. Payment percentages in the event of permanent disability

In case of non-full disability, you will receive a percentage of the amount you have insured for. You can read the percentages in the table below.

In case of complete (functional) loss of:

Both eyes	100%	Hand	60%
One eye	30%	Thumb	25%
If full payment is made from this insurance for one eye, the other eye	70%	Index finger	15%
Hearing in both ears	50%	Middle finger	12%
Hearing in one ear	20%	Ring finger or little finger	10%
If full payment is made from this insurance for one ear, the other ear	30%	Leg up to the hip joint	70%
Smell and/or taste	10%	Leg up to the knee joint	60%
Arm up to the shoulder joint	75%	Foot up to the ankle joint	50%
Arm up to the elbow joint	67.5%	Big toe	5%
Elbow joint	60%	Other toe	3%

You will receive a maximum of 100% of the sum insured.

Can you still use part of a body part? Then you will receive part of the percentage.

Can you not use more than one finger of the hand? Then you will not receive more than in case of (functional) loss of the entire hand.

### 23.2. Do you have a dispute with us about the amount of or entitlement to payment?

If so, a committee of three doctors will be appointed. One doctor will be appointed by you and one by us. Then these two must choose a third doctor before starting the examination. If the first two disagree, the third doctor will decide. Everyone must abide by this decision.

### 23.3. When do we pay compensation?

- We will make a payment for permanent disability within three years of the traffic accident. We make the payment earlier if it can be established that the health situation will no longer change.
- Does the insured die within one year after the traffic accident and is the death not the result of the traffic accident? If we have not already made a payment for permanent disability, we will no longer make this payment.
- Does the insured die later than one year after the traffic accident and is the death not the result of the traffic accident? If we have not yet made a payment for permanent disability, we will do so now. We will pay on a disability basis as if the insured had remained alive.
- Has no permanent disability been established after one year? Then at the time of payment (after the first year) the amount will be increased by 3% per year.



## 24. Passenger damage

With this cover, you have insurance that compensates the damage to the passengers of the truck due to a traffic accident. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<b>What is insured?</b>	<ul style="list-style-type: none"> <li>• Cover is provided for the passengers of the truck who suffer damage as a result of a road accident. This applies to: <ul style="list-style-type: none"> <li>• loss resulting from injury or death;</li> <li>• damage to (private) property.</li> </ul> </li> <li>• This cover also applies to traffic accidents caused by: <ul style="list-style-type: none"> <li>• while entering and leaving the vehicle;</li> <li>• while refuelling;</li> <li>• if necessary operations, checks or repairs to the truck have to be carried out during the journey;</li> <li>• if first aid is provided outside the truck in the event of a road accident.</li> </ul> </li> </ul>
<b>What is not insured?</b>	<p>Cover is not provided for damage:</p> <ul style="list-style-type: none"> <li>• which is not a direct consequence of taking part in traffic.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>We define damage that is not a direct result of taking part in traffic as, for example, damage caused while the truck was not being driven, damage caused by falling off a loading/unloading ramp during loading and unloading or damage caused while the truck was being cleaned or de-iced.</p> </div> <ul style="list-style-type: none"> <li>• For which someone else is liable.</li> <li>• which is insured under the compulsory Motor Insurance Liability Act or similar foreign insurance.</li> </ul> <p>Also, no cover is provided for emotional damage.</p> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p>
<b>Excess</b>	The excess is stated on the policy and applies per event. This only applies to damage to property.
<b>In case of damage</b>	<ul style="list-style-type: none"> <li>• In case of injury or death, compensation will be determined on the basis of the relevant articles in the Dutch Civil Code. If the insured lives outside the Netherlands, the damage will be assessed according to the law of that country.</li> </ul>
<b>What is the maximum compensation?</b>	<ul style="list-style-type: none"> <li>• No more than twice the maximum compensation will ever be paid per insurance year.</li> <li>• If the total costs of environmental damage are higher than the maximum amount that can be paid out, Then we reduce the compensation per person. We do this proportionally.</li> <li>• Was the passenger not wearing a seat belt? Then we will compensate a maximum of 75% of the damage amount.</li> <li>• If the insured is a self-employed person, the compensation for damage due to loss of work capacity (per day) is maximised to 30% of the maximum daily wage under the Invalidity Insurance Act (WAO)/Work and Income (Capacity for Work) Act (WIA). In total, compensation will never exceed 30% of the loss of working capacity.</li> <li>• For damage to property, the repair costs will be compensated up to a maximum of the current value. If repair is not possible, we will compensate the current value.</li> <li>• If the insured uses the services of a lawyer, we will reimburse these costs up to a maximum of the amounts mentioned in the most recent PIV scale of the Dutch Association of Insurers.</li> </ul>
<b>Special details</b>	<ul style="list-style-type: none"> <li>• Only persons directly involved in the traffic accident can receive payments. In case of death, spouse or partner can also get a payment. If you do not have one, the payment will be made to your legal heirs; If there are none, no payment is made.</li> </ul>

## 25. Legal assistance

With this cover, you get legal assistance if you are involved in a collision. You are also entitled to legal assistance if you have a dispute over purchase or maintenance of the vehicle. You have this cover if it is stated in your policy. The overview below states what is and is not insured.

<b>Definitions</b>	<ul style="list-style-type: none"> <li>• <b>Legal assistance:</b> legal representation of your interests if you become involved in a dispute with one or more other parties.</li> <li>• <b>Dispute:</b> a conflict in which the parties seriously disagree.</li> <li>• <b>Loss adjuster:</b> a recognised expert in the area concerned, who presents a report of findings before a case is handled.</li> <li>• <b>TVM rechtshulp:</b> the body to which TVM verzekeringen N.V. outsources the handling of legal assistance.</li> <li>• <b>Case:</b> a dispute in respect of which you have requested legal assistance.</li> </ul> <p>We also define a case as the event or interrelated events by which the dispute arose.</p>
<b>What is insured?</b>	<p>Cover is provided for legal assistance for a dispute arising from:</p> <ul style="list-style-type: none"> <li>• participation in traffic with the vehicle. Also insured is the recovery of damage caused to the vehicle while parked.</li> <li>• prosecution for 'death by fault' or 'injury by fault'.</li> <li>• maintenance of the vehicle within the Netherlands.</li> <li>• repair and towing of the vehicle.</li> <li>• purchase of a new vehicle or second-hand vehicle if purchased from a dealer based in the Netherlands with a written warranty.</li> <li>• the use of loading/unloading and work equipment.</li> </ul>
<b>What is not insured?</b>	<p>Cover is provided for legal assistance:</p> <ul style="list-style-type: none"> <li>• If, according to TVM rechtshulp, there is no reasonable chance of success. In that case, you are entitled to one-off advice;</li> <li>• if you incur costs for legal assistance without permission from TVM rechtshulp;</li> <li>• for disputes concerning the operation of the vehicle, such as loss of turnover, rental, transport, lessons and advertising.</li> <li>• for the recovery of wage loss and any reintegration costs incurred;</li> <li>• for disputes known to you at the time of taking out the insurance or disputes that you can expect to arise at the time of taking out the insurance;</li> <li>• if someone demands compensation from you for damage you allegedly caused;</li> <li>• for disputes related to road rage;</li> <li>• if the dispute is about taxes;</li> <li>• for collection of claims under contract;</li> <li>• for disputes with the government, such as fines, penalties, subsidies and import duties;</li> <li>• during the time you are in bankruptcy or when the court allows you to delay your payments (i.e. suspension of payments);</li> <li>• where there is a criminal case but a summons has not yet been issued;</li> <li>• if you have knowingly broken the law;</li> <li>• if there is a criminal case and you are suspected of criminal offences. <ul style="list-style-type: none"> <li>• The reasonably incurred costs of legal assistance you have had to incur in the period from the summons will retrospectively be compensated if: <ul style="list-style-type: none"> <li>• you are completely acquitted;</li> <li>• you are discharged from further prosecution;</li> <li>• the case is dismissed;</li> <li>• there is an absence of fault.</li> </ul> </li> <li>• You must report this to TVM rechtshulp within one month of the court ruling becoming final or the public prosecutor's notification. If you are convicted, these costs will not be compensated.</li> </ul> <p>What is insured is if you are suspected of criminal offences in a criminal case in the case of death/injury through negligence and/or failure to stop after a collision;</p> <ul style="list-style-type: none"> <li>• for disputes involving the surrender of a driving licence. If the driver is acquitted then the reasonable costs of legal assistance will still be compensated;</li> <li>• if a dispute between you and TVM rechtshulp concerns the interpretation and/or implementation of this legal assistance insurance. If you are proved right in an irrevocable judgement then the reasonable costs of legal assistance will as yet to be compensated.</li> </ul> <p>In Article 11 'What is not insured', Article 12 'Is the loss also insured under another insurance' and Article 16 'How is a claim resulting from acts of terrorism handled?' you will find what else is not or not fully insured.</p> </li></ul>
<b>Excess</b>	<ul style="list-style-type: none"> <li>• There is no excess for recovery of damage arising in traffic and for assistance in criminal cases.</li> <li>• 10% of lawyer's fees in other cases.</li> </ul>

<p><b>What should you do to get legal assistance?</b></p>	<p>To get legal assistance, you must contact us as soon as possible.  Legal assistance is provided by:</p> <ul style="list-style-type: none"> <li>• TVM rechtshulp B.V.  Postal address: PO Box 130, 7900 AC, Hoogeveen.  Office address: Van Limburg Stirumstraat 250, Hoogeveen.  Telephone number: +31 (0)528 29 25 55.</li> </ul> <p>You authorise TVM rechtshulp to take any action necessary on your behalf.</p>
<p><b>What is the maximum compensation per claim?</b></p>	<ul style="list-style-type: none"> <li>• Costs of legal assistance by legal staff employed by TVM rechtshulp will be compensation in full.</li> <li>• Compensation amounts to a maximum of €50,000 per case. This includes: <ul style="list-style-type: none"> <li>• the costs of engaging experts (including lawyers), litigation costs and witness costs that you have to pay from the court and the costs of enforcing the court ruling;</li> <li>• necessary travel and accommodation expenses if you have to appear before a foreign court.</li> </ul> </li> </ul> <p>If there is cover for a truck and a (semi)trailer, the maximum reimbursement for this jointly only applies once.</p>
<p><b>How do we deal with a conflict of interest?</b></p>	<p>A conflict of interest exists if two or more parties in the same dispute are entitled to by TVM rechtshulp. In that case, the following rules apply:</p> <ul style="list-style-type: none"> <li>• If it concerns a dispute between you and one of the co-insureds on this insurance, only the policyholder is entitled to legal assistance by TVM rechtshulp.</li> <li>• If it concerns a dispute between two co-insureds on this insurance, only the co-insured designated by the policyholder is entitled to legal assistance by TVM rechtshulp.</li> <li>• If it concerns a dispute between two insureds on two different insurance policies with us, you are entitled to legal assistance from a lawyer of your choice.</li> </ul>
<p><b>Special details</b></p>	<ul style="list-style-type: none"> <li>• You may not engage in the handling of your dispute without the permission of TVM rechtshulp.</li> <li>• TVM rechtshulp provides the legal assistance itself, but May decide to delegate the handling to a lawyer. The lawyer must practice in the country in which the case will be heard.</li> <li>• You can choose the lawyer to whom we assign the handling, if: <ul style="list-style-type: none"> <li>• we assign the lawyer to represent your interests in judicial or administrative proceedings;</li> <li>• the opposite party also has legal assistance insurance and we are responsible for providing legal assistance.</li> </ul> </li> <li>• Do you want to change lawyers during the handling of your conflict? Then these costs will only be eligible for reimbursement after permission from TVM rechtshulp.</li> <li>• If we are of the opinion that engaging an expert is necessary, we will engage one on your behalf. This could, for example, be a loss adjuster for making a survey report.</li> <li>• We cannot be held liable for damage caused by the work of external lawyers or experts.</li> <li>• Is there an ongoing dispute between you and TVM rechtshulp about how legal assistance should be provided? <ul style="list-style-type: none"> <li>• you may present the case to an independent lawyer of your own choice.</li> <li>• We will pay the related costs and will handle your case further in the way advised by your lawyer.</li> <li>• Is TVM rechtshulp not allowed or able to pursue the case itself? Then you must ask another lawyer to continue the proceedings. This other lawyer must not be employed at the same law firm as the lawyer who assessed the dispute.</li> <li>• If a ruling goes against you, you may proceed with the action under your own name. You will then do this at your own expense.</li> <li>• If you eventually win the case, we will compensate you up to the maximum sum insured.</li> </ul> </li> <li>• Has another person caused you damage? And is it likely that he or she is unable to compensate you for this damage? Then TVM legal aid will pay this damage to you, up to a maximum of €1,250. It must then be established that you are entitled to this compensation. It must also be certain that you cannot be compensated for the damage in any other way.</li> <li>• We only handle disputes involving an interest of more than €125. This minimum interest does not apply to traffic and criminal cases.</li> <li>• TVM rechtshulp may terminate and buy off the handling of a case if the importance of the case does not outweigh the costs of legal assistance that must be incurred. You will then be entitled to compensation of an amount equal to the importance of the case.</li> <li>• TVM rechtshulp will advance costs related to the handling of the dispute. These may include extrajudicial costs, litigation costs and deductible VAT. If you are compensated for these costs, for example because the court so decides, you will reimburse these costs to TVM rechtshulp.</li> <li>• Are any bills eligible for compensation during the handling of your dispute and can you offset the VAT on these? Then we will not compensate this VAT.</li> <li>• Is it unclear whether there really is a legal problem? Then you must have an expert report drawn up. This must include the cause, perpetrator and consequences of the damage. If this report shows that there is a legal problem, TVM rechtshulp will handle the case.</li> </ul>





