

# Special terms and conditions

## Third Party Insurance for private individuals

AVP2017



Insurance

## Explanation Special terms and conditions Third Party Insurance for private individuals

If the policy sheet states that you have taken out Third Party Insurance and you have paid the premium on time, then you are entitled to the coverage described in these special terms and conditions. These clauses must be read in conjunction with the general terms and conditions.

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## What do we mean by?

### Joyriding

By joyriding we understand driving in someone else's motorvehicle, without that person's permission. It is not the intention to steal the motor vehicle.

### Care, custody or control

Items that are in your possession but do not belong to you. For example, items you have borrowed or rented from someone.

### Damage or loss

- **To individuals:** injury or damage to health, whether or not resulting in death, and damage or loss arising as a result.
- **To items:** damage, destruction or loss of items belonging to someone other than yourself, and the damage or loss arising as a result.

# 1. Who are the persons insured?

**Note:** this description extends further than the one in the general terms and conditions.

This description takes priority.

- If you are the only person named on the policy sheet, then the following individuals are insured:
  - yourself;
  - overnight guests, if their liability is not covered by any other insurance;
  - household staff, if their liability is related to the work they are carrying out for you.
- If two or more individuals are named on the policy sheet, then the following individuals are insured:
  - yourself;
  - members of your family: your husband, wife or partner with whom you cohabit, children under 18 (including foster and stepchildren) and unmarried children (including foster and stepchildren) over 18, who live with you or are studying and living away from home;
  - grandparents, parents, parents-in-law and unmarried blood relatives and in-laws who live with you;
  - overnight guests, if their liability is not covered by other insurance;
  - household staff, if their liability is related to the work they are carrying out for you.

# 2. Where is your Third Party Insurance valid?

Your insurance is valid anywhere in the world.

# 3. Is this insurance also valid for work?

No, you are insured as a private individual. That is why this insurance is not valid for liability in connection with running a company, practising a profession or paid (manual) labour. The liability of your household staff is covered, as is that of your children if they carry out paid or unpaid work, for someone other than yourself or your direct family, during their holiday, in their free time or for their studies as an intern.

The Third Party Insurance for your children does not apply if it is covered by other insurance. Your child's employer may not claim against your child on your Third Party Insurance. This also applies to the employer's heirs and to anyone who has taken over the employer's rights.

# 4. What is the insured amount?

The maximum amount we will reimburse per event and for all the insured persons combined is the amount stated on the policy sheet. In addition we will also reimburse:

- the costs of legal proceedings which are carried out with our approval or on our instruction and legal assistance provided on our instruction or on the instruction of the party handling the claim on our behalf;
- statutory interest on the insured part of the principal.

## 5. What should you do if you incur damage or loss?

Inform us of any events eligible for reimbursement as soon as possible after you become aware of the event. You should contact us at:

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7900 RP Hoogeveen

The Netherlands

Telephone: +31 (0)70 353 21 25

Fax: +31 (0)70 353 21 26

Website: [www.oomverzekeringen.nl](http://www.oomverzekeringen.nl)

Email: [claims@oomverzekeringen.nl](mailto:claims@oomverzekeringen.nl)

It is your obligation to do nothing which may damage our interests. Furthermore, you may not accept any liability. If you merely confirm facts or justifiably acknowledge liability, you are not damaging our interests. The general terms and conditions set out your other obligations, such as your obligation to cooperate with the investigation to assess any damage or loss, and the consequences if you fail to comply with your obligations.

## 6. How do we process your damage or loss?

We have the lead in the claim settlement and if civil proceedings are brought against you. We are entitled to pursue compensation for damage or loss without your permission. But if someone other than yourself claims for damage or loss for which you are liable and the amount of this damage or loss is higher than the insured amount, we will first discuss with you before we settle.

At our request, you are obliged to transfer all rights you may have towards another person with respect to the damage or loss to us in writing.

## 7. Which situations are covered by your Third Party Insurance?

We reimburse the damage or loss incurred by a third party for which you are liable, if the damage or loss has arisen or has been caused during the term of your insurance. The following specific situations are covered:

<b>Mutual liability between insured persons</b>	<p>If the insured persons cause damage or loss in relation to each other, then the liability is only insured for damage or loss to persons. This only applies if the liability is covered elsewhere. For example by another insurance, by legislation or other provision.</p> <p>If the claim pertains to damage or loss to household staff as a result of an accident at work, then the damage or loss is insured.</p> <p>We only make reimbursement if the damage or loss is claimed by the injured party (a natural person) who was directly involved in the event, or their assignee.</p>
<b>Pets</b>	<p>If your pet or other animal causes damage for which you are liable, we will reimburse the damage or loss. If you keep the pet or animal in the context of your work or business, then we will not reimburse the damage or loss.</p> <p>Your liability is also insured if your pet or animal causes damage or loss to someone who is looking after it at the time. If the person is looking after the animal in the context of their work or business, your liability is not insured.</p>
<b>Immovable goods</b>	<p><b>Owner of a building/houseboat</b></p> <p>If a building you own causes damage or loss for which you are liable, then this is also insured. This includes for example roof tiles that blow off and fall on the neighbour's car. Houseboats and outbuildings are also covered. The stipulation is that you inhabit the building or houseboat.</p> <p>This cover also applies if you own a second home, a holiday home, static caravan, or shed on an allotment complex. The stipulation is that these are not solely intended for rental to third parties.</p> <p><b>Fire damage to holiday accommodation</b></p> <p>If you cause fire damage to an accommodation that you are using for holiday purposes, or to its contents, then we will reimburse this damage. The stipulation is that this accommodation does not belong to you or one of the co-insured. The exclusion for care, custody or control (see the article "Which situations does your Third Party Insurance not cover?") does not apply to this cover.</p> <p><b>Damage by an aerial</b></p> <p>If the damage is caused by an aerial and you are liable for this, then we will reimburse the damage. This includes damage to a building that you rent and inhabit. The exclusion for care, custody or control (see the article "Which situations does your Third Party Insurance not cover?") does not apply to this cover.</p>
<b>Favours</b>	<p>Your liability for damage caused while you are carrying out a favour is insured. In determining the level of compensation, we will first deduct all other rights to compensation. We will never pay out more than €12,500 per event for all injured parties combined. We only reimburse the damage or loss if this is claimed by the injured party who was directly involved in the event.</p>
<b>Surety</b>	<p>If an authority demands a financial deposit from you to guarantee the rights of the injured party, we will provide a surety of a maximum of 10% of the amount insured. You are obliged to authorise us to access the surety when it is released and to cooperate in ensuring we receive the whole amount back.</p>

## 8. Which situations are not covered by your Third Party Insurance?

If you are liable for damage or loss to a third party in any of the following situations, we will not reimburse this damage or loss or the associated costs:

- **Intent.** If you have inflicted damage or loss on a third party, by your action (intent) or lack of action (neglect). Your intent or neglect was without the permission of the third party and was intentionally aimed against them or against their goods. If the damage was caused while you were part of a group, then your liability is also not insured, including if you personally did not carry out the action or fail to carry it out. If you or someone in the group was under the influence of alcohol or other substances, then the liability is also not covered.
- **Sexual conduct.** If the damage is the result of sexual conduct or conduct of a sexually suggestive nature. This also applies if the behaviour was exhibited in a group context and you did not behave so yourself.
- **Care, custody or control.** If you are liable for damage or loss to the following items under your care, custody or control:
  - items under your care, custody or control on the basis of a rental, hire purchase, lease, tenancy or pledge agreement or usufruct, including the right of use and abode;
  - items under your care, custody or control in the pursuance of your (ancillary) business, (ancillary) profession, or in carrying out paid manual labour;
  - items unjustly under your care, custody or control;
  - motor vehicles, (static) caravans, motorised and sailing craft, including windsurfing boards, and aircraft;
  - money, documents of a monetary value, bank and debit or credit cards, if these are stolen or missing, or if you lose them.This exception also applies if someone else is has the care, custody or control of the items on your behalf. All other damage or loss for which you are liable to items under your care, custody or control, is insured up to €4,500 per event. An excess of €45 will apply per event.
- **Immovable goods.** If you are liable for damage or loss caused by immovable goods that are under construction or are used for business purposes.
- **Motor vehicles.** If the damage or loss is caused by a motor vehicle which you own, have under your care, custody or control, keep, drive or use. If the damage or loss is caused by a motor vehicle that has been stolen or misappropriated, this is also not covered. Damage or loss to the motor vehicle itself is also not insured. There is however cover if you are liable for:
  - damage or loss caused while you were a passenger in the motor vehicle;
  - damage or loss caused by your household staff with a motor vehicle of which neither you nor the other co-insured (other than the person who caused the damage) is the owner;
  - damage or loss caused by motorised driven mowing machines, children's toys, remote control model cars and the like that can't drive faster than 10 kilometres per hour;
  - damage or loss caused by electric bikes;In the above four situations the insurance does not provide any cover if the insured can claim reimbursement from another insurance.
  - damage or loss caused during joyriding, if the perpetrator is younger than 18 years. If this takes place without violence and you have taken out separate third party insurance for the vehicle, your liability is not covered by our insurance. You can then claim for compensation from the other insurance.
- **Watercraft.** If the damage or loss is caused by a watercraft. You are however covered if you are liable for:
  - damage or loss caused while you were a passenger in the watercraft;
  - damage or loss caused by rowing boats, canoes, windsurfing boards, sailing boats with a sail surface area of 16 m<sup>2</sup> max. and remote control model boats. But if these boats have an (outboard) engine with a capacity of more than 3 kW (approximately 4 horsepower), you are not insured.

If this liability is covered by another insurance, your liability in the above two cases is not covered by our insurance. You can then claim for compensation from the other insurance.

- **Aircraft.** If the damage or loss is caused by an aircraft, a model aeroplane, a drone, a paraglider, a moored kite, a zeppelin, a model rocket or a balloon with a diameter of more than 1 meter (fully inflated).

You are covered if you are liable for:

- damage or loss caused while you were a passenger in the aircraft;
- damage or loss caused by model aeroplanes of 20 kilogram max.

If this liability is covered by another insurance, your liability in the above two cases is not covered by our insurance.

You can then claim for compensation from the other insurance.

- **Weapons.** If the damage or loss is caused by the possession or use of weapons.
- **Non-compliance with an agreement.** If the damage or loss is the result of the non-compliance, inadequate or late compliance with an agreement.

The following situations are also not covered by this insurance:

- **Natural disaster.** If the damage or loss is caused by an earthquake, flood or volcano eruption.
- **Nuclear reaction.** If the damage or loss is caused by a nuclear reaction.
- **War and kindred risks.** If the damage or loss is caused by war and kindred risks: armed conflict, civil war, uprising, civil disturbance, riot or mutiny.
- **Other insurance.** If you had not taken out this insurance, would you be able to make a claim for compensation, payment or assistance under another insurance policy, legislation or other provision? In that case, this insurance with OOM shall be the 'payer of last resort'. In any event, we will only reimburse you for costs incurred in excess of the amount that you are entitled to claim under such other insurance, legislation or provision. Or the amount that you would have been entitled to claim had you not entered into this insurance with OOM. Article 7:961 part 1 of the Dutch Civil Code (BW) does not apply.
- **Misleading information.** If you or another person entitled to payment under this insurance deliberately misleads us by failing to inform us or misinforming us regarding any fact or circumstance, except in cases where the misleading information does not justify this exclusion.
- **Incorrect representation of events.** If you represent events incorrectly or give an account that is damaging to our interests, unless this incorrect representation is not sufficiently essential to justify the exclusion. However, we will restrict your right to payment under this insurance. If a payment has already been made, we will claim our losses from you. If you deliberately represent events incorrectly in order to mislead us, under no circumstances will you be entitled to any reimbursement of costs.
- **Hijacking, strikes, uprising or terrorism.** If the damage or loss is associated with or caused by your participation in a hijacking, strike, uprising or act of terrorism.
- **Crime.** If the damage or loss is associated with or caused by you committing (or assisting in) a crime.

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation.

In the case of any dispute, the original Dutch text shall prevail.

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