

# Special terms and conditions

## Household Contents Insurance

INB2017



Insurance

## Explanation Special terms and conditions Household Contents Insurance

If the policy sheet states that you have taken out the Household Contents 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?

## Audiovisual appliances

Video, audio, receiving and transmitting appliances, such as stereo systems, mp3 players, televisions, video cameras, DVD players, video recorders and all types of computer equipment such as PCs, game computers, laptops and tablets. Including all associated peripheral equipment and accessories, such as CDs, DVDs and CD-ROMs.

## Costs incurred to minimise loss

The costs of measures you take during the term of the insurance to prevent or minimise immediately imminent loss as a result of insured events. This also includes the costs of damage to items you use in taking such measures, such as the damage to a blanket you use to put out a fire in your house.

## Lightning strike

Direct impact by atmospheric discharge on objects located in the building at the risk address.

## Forcible entry

Unlawful entry to a building with visible damage due to breakage of entry points such as doors and windows.

## Fire

Fire other than in a fireplace accompanied by flames and capable of spreading. The following do not constitute fire:

- singeing, scorching, melting, charring, fermentation;
- an electrical appliance burning out;
- an oven or boiler overheating, burning out or breaking.

## Current value

The value of an item at the relevant time.

We determine this value on the basis of the purchase price and depreciation. The amount of depreciation depends on the age of the item and the average useful life of the item. In determining the current value, we also take into consideration the condition of the item and loss of value due to the regular appearance of new models.

## Household contents

All movable goods that you own and that form part of your private household, including personal jewellery and audiovisual appliances. The household contents must be located in, or attached to the building at the risk address stated on the policy sheet.

## Induction

A field of electrical charge in the atmosphere. This charge is the result of the high voltage of lightning and causes an induction current in cables and wiring and the appliances attached to them, which damages the appliances located within that field of charge.

## Personal jewellery

Jewellery, including watches, capable of being worn on or attached to your body and consisting entirely or partially of precious or other metals, stones, minerals, ivory, pearls, coral (including blood coral) or other such materials.

## New value

The amount necessary to purchase new items of the same type and quality.

## Explosion

By this we mean an explosion caused by a sudden severe forced expression of gases or vapours, with the following qualifications:

- If the explosion occurs inside a container, the pressure of the gases or vapours in the container must cause an opening in the container wall, resulting in the pressure inside and outside the container suddenly becoming identical.
- If the explosion takes place outside a container, the explosion must be the result of a chemical reaction. It isn't irrelevant how the gases or vapours originated and whether they were present before the explosion or not.

**Note:** an implosion does not constitute an explosion.

Implosion is the opposite of explosion and occurs because the pressure outside the container is much higher than the pressure inside with the result that the wall ceases to be able to resist this pressure. It is irrelevant in this context whether the distortion occurs together with or is followed by a rupture.

## Clearance costs

The costs of demolishing, clearing, removing, dumping and destroying insured items not already included in the loss assessment following an event covered by the insurance. These costs do not cover environmental damage.

## Power surge

A lightning strike in the vicinity causes electrical appliances to be temporarily subjected to excessively high voltage.

**First loss insurance**

Insurance under which OOM compensates the loss or damage up to a maximum of the insured amount without claiming underinsurance, even if the value of the insured items exceeds the insured sum.

**Risk address**

The building or part of the building that you use exclusively as a private residence, including ancillary buildings and private storage areas in apartment buildings, and where the insured items are located.

**Storm**

Wind speed of at least 14 metres per second (wind force 7).

# 1. Where is your Household Contents Insurance valid?

Your insurance is only valid at the risk address stated on the policy sheet. This address can be anywhere in the world, except in the Netherlands.

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

In the event of damage or loss you must take immediate action to prevent or minimise further damage or loss. In the case of arson, burglary, theft, robbery or vandalism you must report the matter to the local police immediately. You must send us a copy of the confirmation stating that you reported the incident.

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

## **OOM Verzekeringen**

P.O. Box 50.000

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)

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.

# 3. How do we establish the extent of your damage or loss?

We have three methods for establishing the extent of the damage or loss. OOM determines which of these methods is used:

- We establish the extent of the damage or loss in consultation with you.
- Together with you we appoint a loss adjuster who establishes the extent of the damage or loss.
- You appoint a loss adjuster and we appoint a separate loss adjuster. Together the two loss adjusters establish the extent of the damage or loss. Before doing so, they appoint a third loss adjuster. If they are unable to agree then the third loss adjuster establishes the extent of the damage or loss on the basis of the terms of the policy and the assessments by the other two loss adjusters. The loss adjusters can request specialist advisors to assist them.

**Note:** the fact that we cooperate in establishing the loss amount does not constitute an acknowledgement that we are required to compensate your loss.

## **Providing cooperation**

Both OOM and the insured person are required to cooperate fully with the loss adjusters. For example, providing a copy of the policy and offering information concerning the cause, the course of events and the extent of the damage or loss.

## **Fees and costs**

Insofar as the damage or loss is insured, we will pay the fees and costs of the loss adjusters and the specialist advisors engaged by them. If your loss adjuster's charges are higher than those of our loss adjuster, we will assess whether the difference in costs is reasonable.

## 4. How do we determine the amount of compensation?

We compensate you for:

- The difference between the value of the insured items immediately before the incident and the value of the insured items immediately after the incident. Or we reimburse the costs of repair, if we determine that repair is possible. For the following items we base our calculation on the current value:
  - items for which the current value before the damage or loss is less than 40% of the new value;
  - items that you do not use for their intended purpose;
  - mopeds;
  - antique or rare items;
  - aerials and sunblinds.
- The costs incurred to minimise loss.
- The clearance costs.

## 5. What damage or loss is covered by your Household Contents Insurance?

The maximum insured amount is stated on the policy sheet.

<b>Household contents (other than personal jewellery and audiovisual appliances)</b>	This insurance is a first loss insurance. That means that we compensate the material damage to, or loss of, the household contents present at the risk address up to a maximum of the insured amount without claiming underinsurance, even if the value of the insured items exceeds the insured sum.
<b>Personal jewellery</b>	Up to a maximum of € 1,000
<b>Audiovisual appliances</b>	Up to a maximum of € 2,500
<b>Costs incurred to minimise loss</b>	Up to 100% of the insured amount
<b>Clearance costs</b>	Up to 10% of the insured amount

### Events or hazards

Your Household Contents Insurance covers the following events:

- fire;
- explosion;
- lightning strike;
- power surge/induction caused by lightning discharge;
- storm;
- collision with an aircraft or spacecraft that is taking-off, flying, landing or crashing to the ground or with an object that has detached from or fallen out of the craft;
- burglary or attempted burglary, theft or attempted theft, where the perpetrator has broken into the building or attempted to do so by forced entry from outside (with visible damage). This cover does not apply if the burglar was shut in;
- violent robbery or extortion at the risk address;
- vandalism after the perpetrator has broken into the building. This cover does not apply in respect of buildings or parts of buildings that are no longer in use.

We do not distinguish between damage to or loss of insured items that are directly affected by the event and damage to or loss of insured items as a result of the event. In addition, damage to or loss of insured items is also insured if the damage or loss results from uninsured items being affected by an insured hazard. It is irrelevant whether the damage or loss is caused by an inherent defect, inherent deterioration or results from the character and nature of the object itself.

**Note:** an excess applies.

For each occurrence of damage and/or loss, an excess of € 250 applies. We deduct this excess from the compensation amount awarded.

## 6. What damage or loss is not covered by your Household Contents Insurance?

- cash, documents of a monetary value and cards with an electronic monetary value. By this we mean, for example, telephone cards, cheques, bank and debit or credit cards and travel cards (OV-chip cards);
- unprocessed precious metals and unmounted gemstones;
- postage stamp and coin collections.

The following situations are also not covered by this insurance:

- **Earthquake or volcanic eruption.** If the damage or loss occurred during or within 24 hours following an earthquake or volcanic eruption. Unless you are able to prove that the damage or loss was not caused by the earthquake or volcanic eruption.
- **Flood.** If the damage is caused by the collapse or overflowing of dykes, embankments, locks, riverbanks or other water defences, regardless of whether this was caused by a storm. This exclusion does not apply if a flood causes a fire or explosion.
- **Environmental damage.** The insurance does not cover the costs of reversing any contamination of the soil, surface water and/or any watercourses, underground or otherwise. By 'reversing' we mean investigation, cleaning, removal, transport, storage, destruction and replacement of the soil and/or (ground) water and isolation of a contamination.
- **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, 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, strike, 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 your committing (or assisting in) a crime.
- **Recklessness.** Costs resulting from deliberate, conscious or unintentional recklessness by you or anyone else with an interest in a payment under this insurance.

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.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654) and OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593). These companies are registered in The Hague and share operational offices in Rijswijk.



Insurance

**OOM Insurance**

P.O. Box 3036 · 2280 GA Rijswijk · The Netherlands

**T** +31 (0)70 353 21 00 **E** [info@oomverzekeringen.nl](mailto:info@oomverzekeringen.nl) **I** [www.oominsurance.com](http://www.oominsurance.com)