



Special Car Insurance Conditions – Limited comprehensive

01. WHO ARE INSURED?

The insurance applies to all people listed below.

These people are referred to as "you" in the conditions set out below:

- The person taking out this insurance;
- The person who uses the car for himself (owner or possessor in accordance with the inspection card or certificate of registration issued by the tax office);
- The person in possession of the car with your permission, but who does not use it for personal/private use: e.g. a car mechanic;
- The driver of the car (someone driving the car with your permission);
- People traveling along in the car.

02. NEW-FOR-OLD SCHEME

When do you qualify for the 1-year new-for-old scheme:

- The passenger car is no more than 1 year (12 months) old;
- The passenger car was purchased at a local dealership;
- The passenger car is for private use;
- You are the first owner;
- You are the first person for whom an inspection card has been issued for the passenger car (a purchase invoice for Aruba and Bonaire);
- First inspection date is not older than 14 days;
- Mileage reading must be a maximum of 100km.

When transferring from another insurer, you were included in a 1-year new-for-old scheme at the other insurance company. To this end, you must produce a statement demonstrating you were included in a 1-year new-for-old scheme. When transferring, your 1-year new-for-old scheme is supplemented up to 1 year.

Pick-ups do not qualify for a new-for-old scheme.

03. WHAT IS THE TERRITORIAL SCOPE OF THE INSURANCE?

The insurance applies in Aruba, Curaçao, St. Maarten or the BES Islands (Bonaire, St. Eustatius and Saba).

04. WHAT ARE YOU INSURED FOR?

Damage caused by your car and for which you are responsible.

In that case, we insure:

- Damage caused by your car to third parties;
- Injury to the driver of your car;
- Damage caused by a trailer towed by your car to third parties.
The trailer must form part of a traffic situation when causing the damage.
Examples of trailers include full or folding trailers and caravans.
Only if stated covered on your policy schedule;
- Damage suffered by others as a result of a car object you tow.
Only if you were in compliance with all applicable regulations;
- Damage caused by your car to another car of yours.
Only if damage is not covered elsewhere;
- Damage to third parties as a result of a load falling from your car;
- Transport costs/tow charges (a maximum of twice per claim);

**04. WHAT ARE YOU INSURED FOR?**

- Collision damage to your car caused by an uninsured driver and/or hit & run incident, up to XCG. 10,000,- in both instances. Only if the license plate is known.

We also reimburse:

- Damage as a result of fire or explosion;
- Damage as a result of lightning or short-circuiting;
- Damage as a result of a collision with animals at large;
- Damage as a result of joyriding, loss or (attempted) theft;
- Broken window/windshield. (If the damage is caused by theft or attempted theft);
- Did you transport a dog or cat in your car? Were they injured in a traffic accident? We will reimburse the medical costs;
- The damage that has been caused while the motor vehicle was entrusted to a transport company in connection with transportation across the sea, other than by a ferry within the territorial scope of the insurance.

Damage to family motor vehicle

Compensation for damage with or by the motor vehicle to another motor vehicle, or to a trailer not attached to the motor vehicle causing damage, of which the policyholder is the owner or holder, insofar as

- The damage was caused by the fault of the actual driver;
- The two motor vehicles are driven mainly by the policyholder or the family members living with him.

Unless a different insurance policy can be invoked.

Not insured is the damage inflicted on the buildings or on the grounds used by or belonging to the policyholder. Neither is the possible depreciation of the motor vehicle or trailer insured.

05. WHAT ARE YOUR DEDUCTIBLES?**THE FOLLOWING DEDUCTIBLES APPLY FOR ALL RISK DAMAGES:****At the 1st notice of claim**

Listed value	Deductible
up to 17,999	150,-
18,000 - 29,999	250,-
30,000 - 49,999	350,-
50,000 - 74,999	500,-
75,000 to 99,999	600,-
100,000 and higher	2% of the listed value or the deductible stated on your policy schedule

Prices in XCG.

**05. WHAT ARE YOUR DEDUCTIBLES?****In the event of a subsequent claim within 12 months after the previous**

Listed value	Deductible
up to 17,999	180,-
18,000 - 29,999	300,-
30,000 - 49,999	540,-
50,000 - 74,999	780,-
75,000 t/m 99,999	1000,-
100,000 and higher 2% of the listed value or the deductible stated on your policy schedule	

Prices in XCG.

If the driver of the motor vehicle is under 23 of age or if the driver, at the time of the collision, is not listed on the policy schedule, an additional deductible of XCG. 350,- applies on top of the aforesaid deductible.

If you have held your driver's license for less than 1 year, an additional deductible of XCG. 150,- applies on top of the aforesaid deductible.

If another party is responsible for your damage and we recover that damage from that other party, the claim does not count towards your deductible and does not affect your no-claim discount.

We do not charge a deductible in the event of a broken window/windshield.

06. MAXIMUM AMOUNTS PER CLAIM

If your car can be repaired, we will pay the repair costs, provided the repair costs are lower than the current market value of your passenger car.

If your car is a write-off or stolen, we will reimburse the current market value of your car, minus the residual value.

The current market value of your car is calculated as follows:

In the event of cars less than 1 year old, the current market value is equal to the new-for-old value.

The new-for-old value is paid in the event of cars less than 1 year old, provided the damage is incurred within 12 months. The new-for-old value of the passenger car will be the price of a new passenger car of the same make, type and model applicable on the date of the loss, subject to a maximum of 125% of the value stated on the policy schedule. If this type or model is no longer available, the most recent listed value will be indexed in accordance with the cost-of-living index of the Central Bureau of Statistics, subject to a maximum of 125% of the value stated on the policy schedule.

The following depreciation rates apply to all other motor vehicles, if a loss event occurs within 60 months after the motor vehicle was taken into traffic for the first time:

**06. MAXIMUM AMOUNTS
PER CLAIM**

1. Not older than 12 months, 25% of the insured value;
2. Not older than 24 months, 20% of the value calculated under 1;
3. Not older than 36 months, 15% of the value calculated under 2;
4. Not older than 48 months, 10% of the value calculated under 3;
5. Not older than 60 months, 10 % of the value calculated under 4;

In all other cases, we reimburse the market value minus the residual value.
The aforesaid percentages can be increased by 25%, depending on the condition of the passenger car (e.g. the absence of an airbag).

As commencement date for the depreciation we use the first day of the calendar year of the year of manufacture of the passenger car, unless the customer can demonstrate that he bought the passenger car on a date other than in the calendar year of the year of manufacture, in which case the amount actually paid by the insured will be used for depreciation.

Extra coverage:

- A maximum of XCG. 1,000,- for built-in accessories;
- A maximum of XCG. 250,- for medical costs of your dog or cat, without deductible.

07. COURTESY VEHICLE

Replacement transport (similar to the insured car) is reimbursed subject to the restrictive conditions below.

- In the event of a repair, up to a maximum of 14 days and XCG. 1,000,-;
- In the event of a total loss, up to a maximum of 10 days and XCG. 1,000,-;
- If lost or stolen, as long as the car has not been recovered, up to a maximum of 21 days and/or up to a maximum amount of XCG. 1,000,-.

NOTE: Reimbursement of replacement transport is subject to approval from our loss adjuster.

**08. HOW IS THE DAMAGE
TO YOUR VEHICLE
ASSESSED AND
REIMBURSED?**

- We assess the damage on the basis of the cover selected by you and are entitled to reimburse the damage directly to the beneficiary.
- We engage an expert to assess the damage.
- If so required, we reimburse the costs of repair on the basis of new, similar parts.
- If the difference between the value before the accidents and the value of what remains thereafter is lower than the cost of repair, it is declared a total loss.

Included in the cover:

- Accessories which are included in the standard equipment of the car
- parts mounted on, to or in the motor vehicle which are not included in the standard equipment.

Total Loss

If your car is declared a total loss, we will be entitled to take possession of the wreckage. Damage will only be dealt with if you have submitted the insurance certificate, fully paid up. In the event of monthly installments, we set off the premium balance when damage is incurred.

**08. HOW IS THE DAMAGE TO YOUR VEHICLE ASSESSED AND REIMBURSED?****Stolen**

If your car is lost or stolen and not recovered within 21 days, we only pay out if you meet the following conditions:

- You have submitted your insurance certificate or, if the insurance certificate is in the stolen car, you will sign a statement indemnifying us against any consequences of failure to submit your insurance certificate;
- You will sign a statement in which you transfer your right of ownership to us.

If the car is recovered within 21 days after having been reported to the police, we will assess the damage on the basis of the cover taken out by you.

If your car is financed, we will pay the reimbursement to the financier of the car. The value of anything remaining and the residual value is paid directly to you.

09. WHAT DAMAGE IS EXCLUDED?

This insurance never reimburses damage:

- As a result of a defect, wear and tear or poor maintenance;
- As a result of faulty parts or a faulty construction;
- To a car or other object that was towed by your car;
- To a load or luggage that was transported with the car;
- During loading and unloading;
- During official and non-official (race) competitions in which the car was used;
- During hiring, leasing or use of the car as a taxi or bus;
- Caused by people driving your car without permission;
- If the driver is not competent to drive. Examples: no valid driver's license, disqualified from driving, driving under the influence of alcohol, drugs or medication, participates in criminal activities;
- As result of illegal accessories;
- To equipment that is not built-in (including theft and loss);
- If the inspection card is not in the name of the policyholder;
- If you caused damage intentionally or as a result of recklessness, or if this was caused with your permission;
- Because the car is (temporarily) unavailable to you;
- Because the car dropped in value after having sustained damage, despite having been repaired. (In the event of a write-off, the loss adjuster determines the value after having been written off);
- Because of other indirect loss as a result of damage (following an accident);
- Whilst the car is seized;
- As a result of special arrangements, such as warranty, indemnification or penalty clauses;
- Which is already reimbursed by virtue of a law or other insurance, or which would have been insured if you had not been insured with us;
- If the driver was unfit to drive motor vehicles to the extent that this would have been prohibited under law or by the authorities;
- Caused while the motor vehicle was entrusted to a transport company in connection with transportation across the sea, other than by a ferry within the territorial scope of the insurance;

**09. WHAT DAMAGE IS EXCLUDED?**

- To goods (including fencing) that belong to the insured, were in the possession of the insured or that were transported with the vehicle;
- If driver fell asleep.

10. RECOVERABLE DAMAGE OR LOSS

In the cases below, we will at all times claim back any reimbursed damages from you:

- The driver had consumed more alcohol than permitted by law;
- The driver was under the influence of medicines or drugs;
- The driver did not have a valid driver's license;
- The damage was caused by or on behalf of the policyholder or the driver with intent;
- If the policy does not provide coverage and, in accordance with the LAM (National Ordinance on Motor Vehicles Liability Insurance), must indemnify the injured party;
- If the driver was unfit to drive motor vehicles to the extent that this would have been prohibited under law or by the authorities.

11. WHAT DO WE MEAN BY...**No-claim years**

A year (12 consecutive months) that you drive without damage attributable to you is referred to by us as a no-claim year. The number of no-claim years is accrued through time. The more no-claim years you accrue, the less premium you pay.

Main driver

The person usually driving the car.

Current market value

The insured sum or the new-for-old value as stated on the policy schedule, after deduction of the depreciation rate referred to in article 06.

New-for-old value

The new-for-old value of the passenger car will be the price of a new passenger car of the same make, type and model applicable on the date of the loss. If this type or model is no longer available, the most recent listed valued will be indexed in accordance with the cost-of-living index of the Central Bureau of Statistics.

Replacement value

The amount needed to replace your items by similar items.

Total Loss

The total repair costs of the motor vehicle are more than 2/3 of the insured value and the motor vehicle was used for private purposes only.

Car

Passenger car for private use.

DISCOUNT & SURCHARGES

	%	to step	to step	to step
22	20	22	17	17
21	25	21	16	15
20	25	20	15	13
19	25	19	14	11
18	30	19	13	11
17	30	18	12	9
16	30	17	9	5
15	35	16	8	5
14	35	15	7	4
13	35	14	6	3
12	40	13	5	2
11	40	12	4	1
10	45	11	3	1
9	45	10	3	1
8	50	9	3	1
7	65	8	3	1
6	80	7	3	1
5	90	6	2	1
4	95	5	2	1
3	100	4	2	1
2	110	3	1	1
1	120	2	1	1

TRANSPORT CLAUSE

It is specifically agreed that, in the event that the damage incurred to the insured motor vehicle cannot be repaired or entirely repaired on the island, the cost of transport will be wholly for the policyholder's account.

PARTS UNAVAILABLE

If it is determined after the damage incurred to the insured motor vehicle, that the required part(s) is/are not available, the additional costs for repair (extra work, freight, unable to use own car, etc.) are disqualified from reimbursement.

**EXCLUSION
AIRPORT RISK**

Expressly excluded from this insurance is the liability for damage/loss, irrespective the nature thereof, incurred to the insured motor vehicle while on airport grounds. This exclusion does not apply for damage incurred in any public parking areas of the airport or connecting public roads.

DUTY TO REPORT

If the insured motor vehicle is involved in a traffic accident, the insured must, without delay, contact the competent authority(ies) identified below.

- For Curaçao, ForenSys tel. 199, for further assistance
- For Aruba, contact the Police tel. 100, for further assistance or ForenSys Aruba B.V. tel. 165.

In the event of a traffic rules violation: e.g. no valid driver's license, insurance, driving under influence of alcohol, single party accident, injury & death, the customer must also contact the Police (100);

- For Bonaire, with Bonaire Security Force N.V. tel. 7179292, for further assistance;
- For St Maarten, with Caribbean Accident and Road Service (CARS) tel. 9377;
- For Saba, with the police, tel. 416-3237 or tel. 416-3737 and St. Eustatius with the police, tel. 318-2333.

Failure to meet the above requirement may harm the the insurer's interest and may



DUTY TO REPORT

result in loss of rights under this policy.

DISCLAMER

Great care has been taken in translation of these conditions. However, in the event of any discrepancy between the English translation and the original Dutch version, the latter shall prevail and be binding upon parties.
