



## Special Conditions Personal Liability Insurance For Private Persons

### WHAT IS COVERED?

- We insure the liability of yourself and your family members for damage caused by you or one of your family members:
  - To objects and persons outside of your family;
  - To persons within your family.

For an amount not exceeding ANG. 1,000,000,- per claim and not exceeding 2 times this amount for every policy year.

This insurance is valid in all countries of the world.

### WHO ARE COVERED?

- The policyholder and the persons living together with him or her in a family unit;
- Your underage children;
- Your adult, unmarried children, who live together with you or who live (temporarily) out of your home for study reasons;
- Parents, in-laws, grandparents, unmarried relatives living with you permanently;
- Under aged overnight guests, insofar as their liability is not covered by another insurance;
- Domestic personnel, in so far as their liability is related to the activities they execute for you.

### WHAT IS THE COVERAGE?

- Liability in your quality as a private person
- Your liability for real estate
- Mutual liability for damage to persons
- Your liability for your pets
- Service to friends
- Voluntary assistance
- Providing sureties
- Risk of passengers of motor vehicles, boats and aircraft
- Joyriding of motor vehicles or boats by a family member under 18 years
- Your liability for objects that are falling or have fallen from a motor vehicle
- Your liability for model airplanes not weighing more than 20 kg
- Your liability for damage by rowing boats, canoes, or remote controlled model boats
- Liability for damage by sailing vessels without an outboard motor, of which the surface of the sail do not exceed 12m<sup>2</sup>

### WHAT IS THE ADDITIONAL COVERAGE?

The following expenses will be compensated above the insured amount:

- Expenses of counter-plea, directed by the insurance company. A fine or penalty payment will not be compensated;
- Expenses of legal assistance requested by the insurance company;
- Legal interest on the part of the capital sum that is insured.

**WHAT IS NOT COVERED?**

We will never cover liability for damage, caused by yourself or the members of your family, in the following cases:

- If you rent, lend, lease, let items or have them in usufruct;
- If you use items of your employment privately;
- Damage to motor vehicles, with the exception of risk of passengers and fallen objects;
- Damage to caravans, folders or trailers;
- Damage to or by aircraft and boats, surfing boards;
- Intentional damage, except when committed by family members under 14 years;
- Damage by or caused by sexual acts;
- Damage by guns;
- Damage by harassment and atomic reactions;
- If you don't live in Curaçao anymore;
- Liability for items intended for industrial or commercial use.

**WHAT IS YOUR OWN RISK?**

For every case of damage a deductible of ANG. 50,- is applied.

**WHAT DO WE MEAN BY...****Damage**

Damage to persons and objects.

- Damage to persons, damage by injuring or affecting the health of persons, whether or not causing demise. This includes consequential damages.
- Damage to objects, damage by harming, destruction, and/or loss of objects owned by others than the insured persons. This includes consequential damages.

**Capacity**

Your liability as a private person. Damage during practicing of an (additional) occupation or (additional) profession and practicing of paid handicraft is not covered. Neither during fulfillment of a military or civil conscription.

These quality limitations do not apply to:

- Domestic personnel working for you;
- Your underage children doing jobs during their vacation, free time or study, whether or not against payment. But only if there is no question of coverage by another insurance.

**Liability/damage**

The personal liability of insured private persons for damage caused and also originated during the insured period.

**Mutual liability**

Liability of insured persons towards each other is only covered concerning personal damage. Provided they have no coverage from other sources. Your liability for domestic personnel for damage by an occupational accident also applies to material objects.

**Pets**

Dogs, cats, rodents and birds which can be kept at home. Horses, cows, goats, poultry or other farm animals are not considered as pets.

**WHAT DO WE MEAN BY...****Service to friends**

Damage caused by an insured person to another person while working unpaid for friends or acquaintances. Provided he also would have been liable for the damage if it didn't concern a service to friends.

This coverage does not apply if the duped person can be held responsible for the damage. Neither if the damage is inflicted to other persons than the private person whom you did the service for.

All other claims of the duped person from other sources will be deducted from the compensation and the compensation will be exclusively paid to the victims directly involved in the incident.

**Voluntary assistance**

Damage to others when you or one of your family members are giving assistance to avoid death or injury or the menace of immediate damage to the property of an insured person.

All other claims of the duped person from other sources will be deducted from the compensation and the compensation will be exclusively paid to the victims directly involved in the incident.

**Providing sureties**

In case of a covered incident, you are entitled to a guarantee or pledge of an amount not exceeding 10% of the insured amount. This will be provided when it is required by an authorized government agency to secure the rights of victims. By accepting this pledge, you are obliged to cooperate with total reimbursement and you authorize us irrevocably to dispose of this when the pledge is released. By accepting the pledge you also are obliged to reimburse us within a year.

**Real estate**

The liability of yourself or insured persons living with you:

- As owner of the building you inhabit with all corresponding annexes. This also applies if you are renting some part of this;
- As owner of a home you are not inhabiting any more or not yet. This applies to a period not exceeding 12 months after leaving or obtaining the home;
- As owner of a second home or recreational home in Curaçao. Provided you do not rent this out exclusively to other persons;
- Other types of liability for damage to real estate are not covered. This also applies to liability for damage to real estate under construction or the exploitation of real estate.

**Intentional damage**

The intentional act or omission against a person or object not entitled for you or your family members to do this. In this case regardless if you or your family members:

- Were part of a group;
- Have not committed the action or disregard yourselves;
- Were affected by alcohol or other drugs when acting or disregarding.



## DAMAGE

### WHAT ARE YOU EXPECTED TO DO?

- After receiving your damage report, we will immediately engage an expert to determine the damage;
- We will pay you the damage immediately after final determination and approval;
- We determine the extent of the damage and immediately reimburse the third party;
- That you report damage as soon as possible;
- That you take damage-limiting measures;
- That you cooperate in determining the damage and that you provide all evidence(s) and data;
- If required that you submit a written statement about the cause, circumstances and extent of the damage, truthfully completed and signed;
- That you refrain from admitting liability;
- That you possibly still ensure that your premium for the entire insurance period has been paid in full.

### WHAT CAN YOU EXPECT FROM US?

- We are responsible for arranging and determining the damage;
- When you register a case, you automatically authorize us to act on your behalf. We have the right to directly indemnify and settle injured parties. We take your interests into account as much as possible;
- We also use the information you provide to determine the extent of the damage and the right to payment;
- We pay out damages to the injured party and are therefore fully discharged towards you for the amount thereof;
- You will hear from us whether the damage will be compensated and what the compensation will be;
- We have the right to recover damages from liable third parties. Your cooperation is necessary in order to be able to recover the damage.

### HOW IS DAMAGE DETERMINED AND COMPENSATED?

- We are responsible for the settlement and determination of the damage
- When you register a case, you automatically authorize us to file your case and handle this on your behalf. We have the right to compensate third parties directly and make arrangements with them. We foremost take your interests into account as much as possible.
- We also use the information you provide to determine the extent of the damage and determine the right to benefits.
- We pay out damages to the injured party and are therefore liable for the fully discharged from it towards you.
- You will hear from us whether the damage will be compensated and what the compensation will be.
- We have the right to recover damages from liable third parties. For these matters your cooperation is necessary to be able to recover damages.

#### DISCLAIMER

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.