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Terms and Conditions

Boat insurance

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Introduction

These policy terms and conditions describe your insurance. As standard, this insurance includes Liability coverage. If **you** are liable for **injury to persons** or **damage to property** caused by or while navigating your **boat**, **you** are insured under this Liability coverage. **You** can extend the coverage provided by your policy by adding Limited Hull cover, Comprehensive Hull cover (which covers damage to your own **boat**, dinghy, **boat contents** or trailer), Passenger Accident cover, and Legal Assistance cover. **Your** policy schedule specifies all the cover provided on your policy.

Any questions or want to notify us of a change?

If **you** have any further questions about your policy or **you** want to notify us of a change, you can do so as follows:

- a. If **you** took out your insurance through an insurance broker, please contact your broker.
- b. If **you** do not have a broker, contact us through one of the following channels:
 - Call us on +31 (0)88 818 15 00
 - Send a letter to NNVS - Team Bootverzekeringen, Postbus 31030, 6503 CA Nijmegen, Netherlands
 - Email us at bootverzekeringen@nnvs.nl.

Important to know

In these policy terms and conditions, you will see certain words in bold print. These words have a specific definition that is provided in the glossary at the back of these policy terms and conditions.

Changes that you always need to notify us of

You must immediately notify us of the following changes:

- a. **You** or your surviving relatives no longer have an interest in your **boat**, such as because your **boat** is a write-off or has been stolen.
- b. The insured interest with respect to your **boat** has been transferred to others, such as because **you** have sold your **boat** or because **you** have died.
- c. Your new berth is a **permanent berth** outside the **Netherlands**, Belgium, or Germany.
- d. When the value of your **boat** has changed, such as due to an investment in equipment, **propulsion system** or other accessories.
- e. When the intended use of the **boat** changes, such as when **you** decide to start hiring out your **boat**.

When **you** move house, **you** need to notify us within thirty days of the removal date.

If **you** fail to notify us of such changes or you fail to do so within the appropriate term, your right to compensation lapses after this term. **You** would only be entitled to compensation if **we** were to continue your policy with the same terms and conditions and **you** had notified us of the change in time.

What to do in the event of damage

First try to limit the damage as much as possible, and then notify us of the damage as soon as possible. You can do so as follows:

If you took out your insurance through an insurance broker,

- always call your broker.
- Fill in a claim form and send it to your broker.

If you do not have a broker,

- first call us on +31 (0)88 818 15 12.
- Fill in a claim form and send it to NNVS - Team Bootverzekeringen, Postbus 31030, 6503 CA Nijmegen, Netherlands. You can also email it to bootverzekeringen@nnvs.nl. Alternatively, use our online claim form, which is available on nn.nl/bootverzekering. In the 'Contact' section, click 'Schade melden' [Make a claim].

If you are the victim of a criminal act, such as **theft**, **burglary** or **vandalism**, you must report it to local police immediately.

The service we offer in the event of damage

Your Boat Insurance entitles **you** to use a repair shop that is a member of our Repairs Network. This means **you** can have your **boat** repaired by specially selected repair shops. If **you** would like to receive further information about this, please get in touch with your insurance broker or with us. Or check nn.nl/bootverzekering for all the benefits and a list of affiliated repair shops.

The benefits of the Repairs Network

If **you** are covered for damage to your **boat**, the Repairs Procedure offers **you** the following benefits:

- **We** pay the repair shop directly for the repairs. **You** only pay any applicable excess to the repair shop.
- Two year warranty on the repair.

What to do if you require emergency assistance

Contact the Claim Team as soon as possible by calling +31 (0)88 818 15 12. The Claim Team is available 24 hours per day.

You are obliged to render your full assistance to the emergency services. Follow the instructions of the Claim Team and the local emergency service providers where **you** are. The Claim Team decides what costs will be covered.

Please note

If **you** fail to fulfil these obligations, the Claim Team may decide against covering **your** (future) costs.

The Claim Team must be able to provide the emergency assistance in reasonable conditions. Emergency assistance must, therefore, not be made impossible by circumstances such as war, disturbances, riots or natural or nuclear disasters. This is the case, for example, when emergency assistance providers cannot access the area where **you** are due to flooding. In providing emergency assistance, the Claim Team will take into account your health status, if required. The Claim Team's medical experts may make a binding decision on what emergency assistance is required.

If **you** save costs or get any amounts refunded, the Claim Team will deduct these amounts from the compensation paid out. If the Claim Team provides **you** with emergency assistance or covers your costs while **you** were not entitled to it, **you** must pay the Claim Team's invoice for their services within thirty days of the invoice date.

When are you entitled to emergency assistance?

You are also entitled to emergency assistance if the skipper/navigating officer of your **boat** becomes incapacitated due to serious illness or an accident. This is subject to the following conditions:

- a. the **boat** is used as holiday accommodation or as a means of transport to and from a holiday destination;
- b. emergency repairs are not possible;
- c. it is no longer medically responsible for the skipper/navigating officer to navigate your **boat**, and no other person in the travel party is able to navigate your **boat**.

We will cover up to a maximum of € 2,500 per **event**.

What to do if you require legal assistance

If **you** have taken out Legal Assistance cover, you can rely on the arrangements **we** have made with **DAS** regarding **DAS** providing legal assistance to customers who have taken out Legal Assistance cover with us. If **you** are involved in a dispute, it is important that **you** contact **DAS** as soon as possible. You can do so in multiple ways.

Only want advice?

If **you** only need advice, you can contact **DAS** by calling +31 (0)20 651 88 15 from 8.30am to 5.30pm Monday to Friday.

Reporting a dispute?

If **you** need legal assistance and want to report the case immediately, there are various ways you can do that:

In the event of collision damage without injury:

- online on www.das.nl/zaakaanmelden;
- by calling +31 (0)20 651 75 17 (from 8.30am to 5.30pm Monday to Friday);
- by post to:
DAS, Team Intake Verhaal
Postbus 23000
1100 DM Amsterdam, Netherlands

For all other disputes:

- online on www.das.nl/zaakaanmelden;
- by post to:
DAS, Team Intake Juridisch
Postbus 23000
1100 DM Amsterdam, Netherlands

Please note

Please enclose documents relating to the dispute. When reporting your case on the **DAS** website, **you** can scan the documents and upload them as an attachment. Always state your policy number on the documents. To speed up the process, send along a copy of your policy schedule.

Is the case urgent?

If your case is urgent, always first call **DAS's** Legal Advice Desk. The number to call is +31 (0)20 651 88 15. Lines are open from 8.30am to 5.30pm Monday to Friday.

What your boat insurance covers

This chapter will explain exactly what **events you** are insured against.

To qualify for cover, the loss or damage must be sudden and unforeseen or be the result of an **event**:

- which occurs during the term of this policy, and;
- which **you** could not foresee when **you** took out or changed the policy.

If **you** added to this insurance at a later date, the date of the policy with the add-ons will be considered the date **you** took out the insurance.

Where are you insured?

You are insured in the **navigation area** stated on your policy.

Liability

You are insured against Liability.

Liability cover

You are insured if **you** are found liable for **injury to persons** or **damage to property** caused by or while navigating your **boat**.

The maximum benefit per **event** is the **sum insured** as stated on the policy.

If **you** are found liable for damage to another insured party, **we** will cover only **injury to persons** (i.e. not **damage to property**). **We** only pay the aggrieved insured party or his/her beneficiaries. **We** do not pay out to other parties.

High-speed boat

You are also covered for damage caused:

- while navigating the high-speed craft, such as a speedboat, jet ski, or water scooter;
- by somebody water skiing behind your high-speed **boat**.

We only cover the damage if:

- the skipper or person operating the craft is aged 18 or older and;
- holds a valid boating licence, and;
- there is a second person onboard supervising the water skier(s) while water skiing behind your **boat**. This person must be at least 14 years of age.

The costs we cover

Deposit

The authorities may request that **you** pay a deposit in connection with an **event** in order to secure the rights of the aggrieved party. If the **event** is covered, **we** will lend you the funds to pay this deposit. When the deposit is released, **you** must authorise us to receive it. **You** must cooperate fully to ensure the deposit is returned.

Please note

We will advance a maximum of € 25,000 per **event**.

Legal costs

We will cover the **legal costs** and the statutory interest on the part of the damage (the principal sum) that **we** cover. **We** will cover those costs in addition to the **sum insured**, if required.

Limited Hull cover

Your policy schedule states whether your cover includes Limited Hull cover in addition to Liability cover.

Your cover

You are covered for loss or damage to your **boat** if it was caused by:

- **fire**, including if your **boat** caught fire without an external ignition source;
- **explosion**;
- **direct lightning strike**;
- **storm**;
- **theft and burglary**;
- transport of your **boat** by road or water.

Please note

We do not cover transportation of your **boat** as deck cargo.

Theft cover

Is your **boat** moored somewhere?

If **yours** is a **boat** of at least six metres long or an open sloop, **you** must secure the **boat** using an anti-theft device that consists as a minimum of (or is a combination of) a cable with a hardened steel core of at least ten millimetres in diameter and one or more locks (padlocks) that are on the latest CCV list of approved cables and locks. **You** can find this list on www.hetccv.nl/keurmerken/particulier/vaartuigbeveiliging.

Is your boat kept on a boat trailer?

If **you** are unable to keep an eye on your **boat**, **you** must store your **boat** on your private property or in a properly lockable unit such as a garage, warehouse, or shed. If your **boat** is kept outdoors on your private property in a place that cannot be locked, or on a public road or public car park, **you** must at least secure the trailer using a hitch lock or a wheel clamp.

Is your **boat** being transported on a boat trailer?

If **you** are unable to keep an eye on your **boat**, **you** must at least secure the trailer with a hitch lock or a wheel clamp.

Outboard motor

If you have included an outboard motor on your policy and it is mounted on the **boat**, **we** will cover theft only if the outboard motor was mounted on the **boat** and secured using a special **anti-theft** outboard motor lock. This standard category lock must be listed on the CCV list of locks. You can find this list on www.hetccv.nl/keurmerken/particulier/vaartuigbeveiliging.

If you have included an outboard motor on your policy and it is not mounted on the **boat**, **we** will only cover theft if the outboard motor was kept in a properly lockable unit such as a cockpit locker, garage, warehouse or shed that was burgled.

Boat trailer

If **you** are unable to keep an eye on your trailer while it is parked on a public road or in a public car park, **you** must at least secure the trailer using a hitch lock or a wheel clamp.

Do you keep any property in the **boat**?

Your **boat contents** will only be covered if they were kept in a properly locked space such as cockpit locker or saloon that was **burgled**.

Temporarily keeping your **boat contents** in your home?

They will still be protected by **theft** cover.

Temporarily keeping your **boat contents** elsewhere?

We will only cover theft if the **boat contents** were kept in a properly lockable space such as a garage, warehouse, or shed that was **burgled**.

Transporting your **boat contents**?

While your **boat contents** are in transit from or to your **boat**, **we** will cover **theft** from the means of transport only if it was **burgled**. In case of **boat contents** that are susceptible to theft, **we** will cover **theft** from the means of transport only if the **boat contents** could not be seen from the outside and if the means of transport was **burgled**.

By **boat contents** that are susceptible to theft, **we** mean items such as audiovisual and computer equipment and navigation equipment.

Comprehensive Hull cover

Your policy schedule states whether Comprehensive Hull cover is included in addition to Liability cover.

Your cover

In addition to the **events** included in Limited Hull cover, Comprehensive Hull cover also insures **you** against loss or damage to your **boat** if the loss or damage was caused by or the result of:

- a. collision;
- b. springing a leak;
- c. too much voltage/**induction**;
- d. **vandalism**;
- e. **embezzlement** and boat joyriding;
- f. **frost**. **Please note!** **We** cover damage caused by **frost** only if you have taken adequate measures to prevent damage by preparing your motor and **boat** for winter;
- g. blistering in the polyester due to **osmosis**. **We** only compensate osmosis damage if the damage becomes visible within ten years of first launch of the **boat**;
- h. **inherent defect** of the **boat**. The **inherent defect** itself is also covered;

- i. **inherent defect of the propulsion system** and generators. The **inherent defect** itself is also covered; **Please note!** This cover applies only to systems and generators that are under 20 years old;
- j. any other **external contingencies**.

This means that **you** are also covered if your boat were to sink due to one of the causes listed from a. to j.

Due care

You are only insured if **you** have paid due care and attention. **You** will in any case be deemed to have paid due care and attention in the following cases:

- a. **you** have carried out maintenance and inspection work in due time, or arranged for this to be done in due time;
- b. **you** have taken measures to remedy an **inherent defect** **you** are aware of;
- c. **you** have arranged for existing damage to the **boat** to be repaired (properly);
- d. **you** have taken sufficient measures to prevent damage as a result of precipitation, moisture action and frost to your **boat**. For example, **you** have arranged for your motor and **boat** to be prepared for winter.

Boat contents

Your cover

You are insured for loss and damage to **boat contents** if such loss or damage was caused by or the result of:

Limited Hull cover

- a. **fire**;
- b. **explosion**;
- c. **direct lightning strike**;
- d. **storm**. **We** only cover the damage if the **boat** itself also sustained damage that is covered;
- e. **theft**.

Comprehensive Hull cover

In addition to the events included in Limited Hull cover, Comprehensive Hull cover also insures **you** against loss or damage to your **boat contents** if that loss or damage was caused by or the result of:

- a. a traffic accident during transport of your **boat contents** by road to and from your **boat**. **We** only cover the damage if the means of transport itself has also sustained damage;
- b. any other **external contingencies**. **We** only cover the damage if the **boat** itself also sustained damage that is covered.

If **you** have an open sailing boat or sloop, the following are also considered part of the **boat contents**:

- a. food;
- b. equipment intended for the packaging, preservation and consumption of food, such as a picnic basket, thermos flask, cool box, crockery and cutlery;
- c. specific clothing for bad weather.

We will cover up to a maximum of €750 per **event**. This does not apply to food.

We will cover a maximum of €350 per **event** for food. There is no excess.

Sum insured for boat contents

With Limited Hull cover, your **boat contents** are covered up to a maximum of 20% of the sum insured for your **boat**. Comprehensive Hull provides full coverage for your **boat contents**.

Trailer

Your policy schedule states whether a trailer is included on the policy.

You are insured against damage to your trailer if such damage is the result of:

- a. **fire**;
- b. **explosion**;
- c. **direct lightning strike**;
- d. **theft**;
- e. **embezzlement** and loss;
- f. **storm**;
- g. colliding, slipping, jolting, toppling over, running off the road or into the water;
- h. an **inherent defect**;
- i. any other **external contingencies**.

Dinghies

As standard, one dinghy is covered under the policy.

By 'dinghy', **we** mean

- a. an auxiliary boat carried on the back of the **boat** or towed by the **boat**. This auxiliary boat may also be equipped with a canvas, and;
- b. has a maximum speed of twenty kilometres per hour, and;
- c. cannot be longer than your **boat's** maximum width.

Passenger Accident cover

Your policy schedule states whether this cover is included on the policy. Your policy schedule states the sum insured per **event** for death and **permanent disability**. These amounts are per insured party.

Passenger Accident cover

You are insured if you sustain **injury** as a result of an accident with your **boat** that results in **you** dying or remaining permanently disabled. This **injury** must be a physical injury that can be medically established. Furthermore, the **injury** must be a direct and exclusive result of a violent and sudden external impact onto your body.

You are insured if **you**:

- a. are onboard your **boat**;
- b. are boarding or disembarking your **boat**;
- c. are providing emergency assistance whilst en route;
- d. are carrying out emergency repairs on your **boat**, are having this done, or if you are assisting in such repairs, whilst en route;
- e. are refuelling.

An 'accident' also includes the following **events**:

- a. Gases, fumes, liquids or solids entering your body, suddenly and unintended, causing acute poisoning. This does not include poisoning as a result of medicines, stimulants or narcotics.
- b. **You** getting infected as a result of germs or suffering from an allergic reaction. This applies only if the infection or reaction is a direct result of **you** falling into the water or other substance unintended, or if **you** deliberately jump into the water in order to save a human being, animal or property.
- c. Substances or objects entering your digestive system, airways, eyes or ears, suddenly and unintended, causing physical **injury**. This does not apply if germs penetrate your body.
- d. **You** tearing a muscle, ligament or tendon or dislocating a joint. However, only if this is sudden and a doctor diagnoses the nature and location of the **injury**.
- e. Asphyxiation, death by drowning, freezing, sunstroke, heat stroke.
- f. Exhaustion, death as result of a lack of food or water, or sunburn. However, only if **you** could not expect this to happen.

- g. Infection of the wound or blood poisoning due to complications of the **injury**. However, only if that **injury** has been sustained as a result of an accident that is covered under this policy.
- h. Complications or aggravation of the **injury**. However, only as a direct result of first aid or other medical treatment required as a result of the accident.
- i. Permanent symptoms involving the cervical vertebra as a result of collision.

Legal Assistance cover

Your policy schedule states whether this cover is included on the policy.

Disputes that qualify for legal assistance

The Cover Summary shows which disputes qualify for legal assistance:

Cover Summary

You will receive legal assistance for disputes		Coverage area	
		Minimum cost	interest maximum
External			
Over damage and personal injury caused while navigating the boat .	Same as for the boat insurance policy (navigation area)	€ 25,000	N/A
Over criminal prosecution and traffic fines. Excluding:	Same as for (navigation area)	€ 25,000	N/A
• If you are accused of having deliberately broken the law.			
• In case of an accusation of a deliberate criminal offence.			
• If the criminal proceedings can be dealt with under administrative law.			
Over repairs, maintenance, or the coverage for the insured boat or a trailer intended for this boat Or that is directly related to the towage contract or contract of carriage.	Europe and the countries around the Mediterranean	€25,000	€ 175
Over the purchase or sale of the insured boat or a trailer intended for this boat . However, not over the purchase of a second-hand boat from an official dealer without a written warranty.	Netherlands	€ 25,000	€ 175
That are directly related to the boat's permanent berth /mooring or winter storage location.	Netherlands	€ 25,000	€ 175

Legal Assistance cover

- a. Legal assistance will be provided by **DAS**. In most cases, this assistance is provided by **DAS's** legal specialists. Your legal specialist:
- informs **you** of your rights and how to achieve your objectives;
 - negotiates with the opposing party in the dispute on a solution that would be acceptable to **you**;
 - conducts your defence in response to claims by the opposing party;
 - represents you in legal proceedings;
 - ensures that court rulings are implemented.
- b. **DAS** may decide to engage an expert not employed by **DAS**, who will then handle (part of) your dispute. Such experts include lawyers or other legal counsels, as well as specialists who assess the cause or scope of the damage. **DAS** sometimes also engages doctors or mediators. The fees charges by such experts are paid by **DAS**.

Please note

Only **DAS** may engage an expert. **You** are not permitted to do so of your own accord.

- c. Other costs covered by **DAS**:
- court fees;
 - fees of experts engaged by **DAS** to produce evidence or to establish the cause or extent of the damage;
 - costs of witnesses and experts called by the court;
 - the opposing party's legal costs, but only if the court has ordered **you** to pay these costs;
 - your travel and subsistence expenses, if deemed necessary by **DAS** in a dispute in which **DAS** assists you and **you** need to appear before a foreign court;
 - bailiffs' fees;
 - costs incurred by **you** when implementing a court ruling as part of your dispute (up to a maximum of five years after the ruling).
- d. Instead of providing legal assistance, **DAS** may decide to pay **you** a lump sum. **DAS** will only proceed to do so in specific cases, namely if the costs of providing assistance would exceed the amount **you** could recover from the opposing party. In that case, **DAS** will pay **you** the sum you would have obtained from the opposing party.

- e. If someone else has caused damage to **you**, and this person is likely not to be able to pay **you** compensation for this damage, **DAS** will cover your damage. **DAS** will pay **you** a maximum of € 1,000 in this case, provided that **you** are entitled to this compensation and **you** cannot get the damage compensated in another way.
- f. If you need funds to pay bail in criminal proceedings abroad, **DAS** can advance a maximum amount of € 25,000. However, the criminal proceedings do need to be insured under this policy. If you need a deposit for a foreign authority to release your properties, **DAS** will be able to advance a maximum deposit of € 25,000 in that case too. And again, it needs to involve criminal proceedings insured under this policy. If the foreign authority returns the deposit to **you**, **you** are under an obligation to pay it back to **DAS** immediately. If the foreign authority does not return your deposit, **you** are still required to repay **DAS**, but you have a period of 12 months to do so.

Entitlement to legal assistance

- a. If **you** have a dispute, you can ask **DAS** for assistance. In that case, **you** will receive the legal assistance specified in your policy and these policy terms and conditions. The dispute must involve **you** or any persons included on your policy.
- b. If **you** are not involved in a dispute as yet, but do have legal questions about something that could develop into a dispute, **DAS** will only provide **you** with legal advice.
- c. If it is not entirely clear to **DAS** that **you** are indeed involved in a dispute or what the dispute concerns, **you** will be required to provide proof of the dispute in the form of an expert report. This report must state the facts that led to the dispute. The report must also specify the consequences of those facts, as well as who is responsible for these facts. **DAS** will pay the costs involved in having this report drawn up, provided it confirms that **you** are indeed involved in a dispute and provided that assistance from **DAS** for this dispute is covered under your policy.
- d. If **you** are involved in a dispute over damage that has been caused, it must have occurred during the term of this policy. If **you** are involved in a dispute for any other reason, the facts that led to this dispute must have taken place during the term of this policy. These facts must not have been foreseeable when **you** took out the insurance.

e. **DAS** will only help **you** with legal assistance if there is a reasonable chance of **you** being proven right, which will be up to **DAS** to judge. If **DAS** decides there is no reasonable chance of a decision in your favour and **you** do not agree, **you** will be referred to the complaints procedure.

Cover abroad

The Cover Summary provides an overview of the disputes that are covered. It also explains in which countries or territories **you** will receive assistance from **DAS**. Your dispute must then be governed by the laws of that country or territory. In addition, the courts of that country or territory must be authorised to rule on your dispute.

Qualifying period

There is no qualifying period for entitlement to assistance in the event of a dispute.

What to expect from this cover

- a. The legal specialists employed by **DAS** will give you expert legal assistance.
- b. The legal specialists employed by **DAS** will comply with the **DAS** Legal Assistance Code of Conduct. **You** can find the Code of Conduct on www.das.nl.
- c. **DAS** is a member of the Dutch Association of Insurers and complies with the Code of Conduct for Insurance Companies, which **you** can find on www.verzekeraars.nl.
- d. Furthermore, **DAS** complies with the Legal Assistance Quality Code of the **Dutch Association of Insurers**. **You** can find the quality code on www.das.nl.
- e. **DAS** observes certain response times. Check www.das.nl for these response times.

Your opposing party also receives legal assistance from DAS

- a. If your opposing party is also represented by **DAS**, **you** are entitled to further assistance by a lawyer not employed by **DAS**. **You** can choose this lawyer yourself. Your opposing party may then also choose their own lawyer. Only **DAS** can engage this lawyer on your behalf. Therefore, **you** are not permitted to instruct the lawyer of your own accord.
- b. If your opposing party is one of the persons who, in addition to yourself, is insured under this policy, **DAS** will only provide you with assistance. As a general rule, **DAS** itself will provide this assistance.

c. In the event of a dispute between persons who, in addition to yourself, are insured under this policy, **DAS** will provide assistance to one of these persons only. It will then be up to **you** to decide to whom you want **DAS** to provide legal assistance. As a general rule, **DAS** itself will provide the assistance.

The term 'lawyer' includes any other expert authorised by law.

Multiple persons with the same dispute as you

If there are multiple persons involved in the dispute, and they have the same interest as **you**, **you** could consider taking joint action against your opposing party. In that case, **DAS** can give you approval to engage a single expert together with those other parties. This must be an expert not employed by **DAS**. This expert will provide assistance to all persons involved on your side of the dispute. **DAS** will cover your share in the total fees payable to this expert. **DAS** will calculate this share by dividing the total fees by the number of persons assisted by the expert.

Requesting assistance in multiple disputes

It may be that **you** request the assistance of **DAS** in more than one dispute. If these disputes all share the same cause, **DAS** will regard them as a single dispute.

Engaging lawyers or other experts

If deemed necessary by **DAS**, **DAS** may engage an expert who is not employed by **DAS**, e.g. a legal assistance provider or a loss adjuster. In that case, this external expert may provide (part of) the legal assistance. Only **DAS** may engage an expert, on **your** behalf. **You** are not permitted to do so of your own accord.

Selecting your own legal assistance provider

If there is a need to conduct legal or administrative proceedings on **your** behalf, **you** are free to choose your own legal assistance provider. In many cases, the legal specialist employed by **DAS** can represent you in these proceedings. However, if **you** so wish, you may also opt for a legal assistance provider who is not employed by **DAS**, such as a lawyer. This is referred to as an external legal assistance provider. Also if the party **you** are in dispute with receives legal assistance from **DAS**, **you** are free to choose a legal assistance provider at your own discretion. See the rules under 'Your opposing party also receives legal assistance from **DAS**'.

Rules for engaging external experts

- a. **DAS** will decide whether there is a need to engage an external expert in the handling of your dispute.
- b. **DAS** will always consult with **you** first prior to instructing an external expert.
- c. Therefore, **you** are not permitted to instruct an external expert of your own accord. **DAS** will instruct the external expert on **your** behalf. By taking out this insurance, **you** automatically consent to **DAS** instructing an external expert on **your** behalf. **You** cannot withdraw this consent.
- d. If **you** want to change external experts during the handling of your dispute, **DAS** will not be under an obligation to allow it. Nor will **DAS** be under an obligation to instruct more than one expert for the same dispute.
- e. If an external expert has been brought in who is not employed by **DAS**, **DAS's** role will be limited to paying the fees as per the terms and conditions of this policy. **DAS** will then cease to have any involvement in the actual handling of your dispute. **DAS** cannot be held responsible for any errors made by the external expert.
- f. If representation by a lawyer is mandatory in the event of a case before a Dutch court, the lawyer needs to be registered in **the Netherlands** or have his practice in **the Netherlands**.
- g. In the event of a case before a foreign court, the lawyer needs to be registered in that country.

What costs does DAS cover?

- a. The costs for legal assistance provided by experts employed by **DAS** are referred to as internal costs. Internal costs are covered by **DAS** in full and without limit. This also applies if the **DAS** experts represent **you** in legal or administrative proceedings.
- b. **DAS** will pay all other costs that, according to **DAS**, need to be incurred for legal assistance in your dispute. These costs are referred to as external costs. **DAS** will only cover reasonable and necessary costs. And **DAS** will never cover more costs than the maximum amount agreed with **you**. This amount is referred to as the external cost maximum. This external cost maximum is listed in the Cover Summary of this module under 'Disputes that qualify for legal assistance.'

The following applies to these external costs:

- We will only cover the fees for experts not employed by **DAS** (external experts) if the expert has been instructed by **DAS**. Therefore, if **you** engaged an expert yourself, **DAS** will not cover his or her fees.

- As part of the external cost maximum, some proceedings are subject to maximum compensation per legal action. This applies to legal or administrative proceedings that are not subject to mandatory legal representation and for which, on your request, an external legal assistance provider has been engaged. As part of the external cost maximum, **DAS** will cover the handling charges (fees including office and other costs) of this external legal assistance provider for these proceedings, subject to a maximum of €7,500, including VAT, per legal action. If **you** can set off VAT, **DAS** will not cover it. If **DAS** has paid the VAT, **you** must repay it to **DAS**.
 - **DAS** will also cover the fees of a professional and independent mediator engaged by **DAS** for **you**. **DAS** is not under an obligation to cover the part of the mediator's fees payable by the opposing party.
 - **DAS** will cover mediation only to the extent that the costs of external experts are truly required in order to execute the instruction and these costs are reasonable and necessary.
 - **DAS** will cover court fees only in case of proceedings in which you are represented by a **DAS** legal expert. Or if **you** are represented by an external expert engaged by **us**. In that case, **DAS** will also cover the costs involved in having witnesses and experts appear that are called by the court. However, only if **you** have been ordered by the court to pay these costs.
 - **DAS** will only cover travel and subsistence costs incurred by **you** if you have been called to appear before a foreign court. **We** will only do so if your legal assistance provider deems it highly advisable that **you** appear before the court in question. And only if **you** have liaised with **DAS** beforehand and **DAS** has given **you** approval for this trip.
 - **DAS** will also cover the **legal costs** that the court has ultimately ordered **you** to pay. And the costs must be incurred to implement a ruling by the court.
- c. If **DAS** incurs expenses in providing legal assistance, and **you** cannot recover these expenses from someone else or under another insurance policy, **DAS** will pay these expenses up front for **you**. Once **you** are reimbursed for these expenses by a third party or under another insurance policy, you will be under an obligation to repay **DAS** the amount advanced. The same applies to **legal costs** you receive following a final judgement and extrajudicial (collection) costs you are paid. If **you** can set off VAT, **DAS** will not cover it. If **DAS** has paid the VAT, **you** must repay it to **DAS**.

d. Certain legal assistance costs can sometimes be recovered from a third party. This means this party will pay the costs. If that is possible, **DAS** may recover these costs on **your** behalf. If **DAS** has been successful in recovering these costs, **DAS** will be entitled to keep these funds.

Excess payable to DAS

You have to pay an excess if **you** want **DAS** to engage an external legal assistance provider to represent **you** in legal or administrative proceedings. The excess will not be payable if legislation stipulates that engaging a lawyer for these proceedings is mandatory (mandatory legal representation).

If proceedings are not subject to mandatory legal representation, **you** can opt for assistance in these proceedings by:

- a legal specialist employed by **DAS**;
- or an external legal assistance provider of your choosing, e.g. a lawyer or other expert authorised by law.

If **you** opt for an external legal assistance provider, **you** need to pay **DAS** an excess of €250. **DAS** will only instruct the external legal assistance provider chosen by **you** if **DAS** has received the excess payable by **you**.

What DAS expects from you

- a. If **you** need legal assistance and want to claim on your policy, we expect **you** to contact us as soon as possible after the dispute has arisen, in order to report it to us. This will enable us to provide **you** with the best possible service. And it will enable us to prevent the dispute from spiralling out of control or becoming more complex.
- b. In addition, you must give **DAS** the opportunity to try and resolve the dispute with your opposing party without legal action and to reach an amicable solution instead. **You** must cooperate in such efforts in accordance with standards of reasonableness.
- c. **We** furthermore expect **you** to adequately cooperate with **DAS** and/or the external expert engaged by us who will work on **your** behalf. This means that **you**:
 - must describe the dispute and indicate what **you** intend to achieve;
 - must provide all relevant information and documents. The information **you** supply must be accurate;

- consent to **DAS** obtaining information on your case from an external expert (such as lawyers and doctors) or consent to **DAS** inspecting this information;
- specify the extent of the dispute and your (financial) interest that is at stake, when **we** ask **you** to do so;
- cooperate in a request to act as injured party in criminal proceedings;
- cooperate in efforts to recover legal expenses from a third party;
- adopt a correct attitude towards the opposing party, staff of **DAS** and other parties engaged by **DAS**;
- refrain from doing anything that may be harmful to the provision of legal assistance or the interests of **DAS**. For example, **you** must refrain from any actions that will unnecessarily increase **DAS's** workload and costs.

Complaints procedure: what you can do if you do not agree with your DAS legal specialist

- a. It is possible that **you** and the legal specialist have a difference of opinion on whether your case is winnable, or on how your case should be handled from a legal point of view. **You** should then first discuss the difference of opinion with your legal specialist. If **you** cannot work it out together, **you** can ask **DAS** to apply the complaints procedure.
- b. When **DAS** applies the complaints procedure, **DAS** will ask an external lawyer to review your legal specialist's legal approach to your case. This third-party lawyer will then provide an independent opinion on the further handling of your dispute. This third-party lawyer will be a lawyer of **your** choosing. **DAS** will instruct this lawyer on **your** behalf. Therefore, **you** are not permitted to instruct a lawyer for an independent second opinion of your own accord. **DAS** will pay the third-party lawyer's fees after **DAS** has given the instruction. These fees do not count towards the maximum amount that **DAS** will cover for the handling of the dispute (the cost maximum).
- c. The third-party lawyer will only issue an opinion and will not take over the handling of the case. **DAS** will follow the opinion of the third-party lawyer. The opinion issued by the third-party lawyer will never lead to **DAS** being required to transfer the case to an expert not employed by **DAS**.

- d. If **DAS** has applied the complaints procedure, but **you** do not accept the third-party lawyer's opinion, and **you** subsequently had your case handled without **DAS** being involved and paid the costs yourself, **DAS** will reimburse the costs involved. However, **DAS** will do so only if the court ruled in your favour in relation to the dispute and your dispute was handled by a lawyer. **DAS** will reimburse only the usual and reasonable costs.
- e. **DAS** may decide to transfer the handling of the case to a lawyer who is not employed by **DAS**. However, this cannot be the lawyer who issued the independent second opinion. Nor can it be a lawyer or other expert working at the same office as the lawyer who issued the independent second opinion.
- f. If **you** have a difference of opinion with a lawyer or other expert not employed by **DAS**, the complaints procedure does not apply.

Do you believe an error has been made by **DAS** in the handling of your dispute?

- a. Are **you** of the opinion that your legal specialist has erred in the handling of your case? And that **you** have sustained losses as a result? Please report this to the board of **DAS** in writing. They will then investigate the matter and respond to you in writing.
- b. **DAS** is insured against professional errors by their legal specialists. Your legal specialist can tell **you** more about this particular insurance. If a **DAS** legal specialist has indeed made an error, **DAS** will compensate the losses you sustained as a result. The compensation paid to **you** will be capped at the payout to **DAS** under its policy, plus **DAS's** excess.
- c. **DAS** cannot be held liable for errors by experts who are not employed by **DAS**.

Exclusions

Your boat insurance does not cover everything. This chapter explains when loss or damage is excluded from cover. There are also cases where loss or damage is excluded only under certain cover. This is also explained in this chapter.

General information

Your policy will never cover damage caused by or resulting from:

- a. **nuclear reactions;**
- b. **acts of war;**
- c. **intent;**

- d. **alternative or banned use;**
- e. **seizure;**
- f. **navigating under the influence;**
- g. navigating without a boating licence that is valid in the Netherlands;
- h. **the letting** or leasing of your boat to third parties;
- i. paid passenger transport;
- j. paid crew;
- k. **named hurricane.**

Liability cover

The following damage is excluded from liability coverage:

- a. damage to your own **boat**.
- b. damage to property onboard your **boat**.

Limited Hull cover and Comprehensive Hull cover

Limited Hull cover and Comprehensive Hull cover **never** cover loss or damage caused by:

- a. an **inherent defect** you are aware of or could have been aware of;
- b. **wear and tear**. Except if the **wear and tear** results in a **fire**, explosion, or collision. In that case, **we** do cover the damage;
- c. circumstances with a gradually worsening effect. By this **we** mean damage in the form of or resulting from the (gradually worsening) effect of damp, air, or soil, air, or water pollution, except if soil, air, or water pollution had a sudden effect that led to damage to your **boat**. In that case, **we** do cover the damage;
- d. decay/erosion of metal due to corrosive processes such as galvanic corrosion or electrolysis;
- e. blistering or peeling of non-binding filler/primer or conservation layer;
- f. **delamination**.

Trailer and dinghy

When it comes to your trailer or dinghy, **you** are never covered for damage caused by or costs incurred due to:

- a. gradual impacts such as wear and tear (of tyres and stitching, for example), discolouring, ageing, or decay;
- b. normal use, such as stains, scratches, and dents;
- c. inevitable part replacements, such as tyres.

Passenger Accident cover

Passenger Accident cover will never provide coverage:

- a. if the accident occurred whilst you were committing an offence or attempting to do so. It does not matter whether you acted alone or with others. If the accident is otherwise related to committing an offence, **we** will not cover any damage either;

- b. for suffering pain and the consequences thereof;
- c. for psychological disorders and the consequences thereof. Except if they are the consequence of damage to brain tissue caused by the accident and this is medically demonstrable. In that case, you will receive a payout.

Legal Assistance cover

The following cases are **never** covered by your Legal Assistance coverage:

- a. You will not receive assistance from DAS if the damage was sustained prior to you taking out this policy with us. Or if the facts as a result of which your dispute arose, took place prior to you taking out this policy.
- b. If you could have prevented the dispute without causing disadvantage to yourself, but you deliberately chose not to, legal assistance will not be provided.
- c. If **you** wilfully instigated the dispute to obtain a benefit that **you** would otherwise not have obtained, legal assistance will not be provided.
- d. If you are involved in criminal proceedings because you wilfully broke the law, or because **you** have been accused of intentionally committing a criminal offence, legal assistance will not be provided.
- e. In case of a dispute over the exploitation of the **boat**, such as **letting** the **boat** or using it for paid passenger or freight transport, legal assistance will not be provided.
- f. If the dispute arose on account of **you** acquiring a third party's obligations or a third party's obligations being transferred to you, legal assistance will not be provided.
- g. If **you** intend to challenge legislation or general government rules governing all citizens, legal assistance will not be provided.
- h. If **you** have a dispute with **DAS**, for example about the provision of legal assistance, legal assistance will not be provided.
- i. If **you** fail to comply with your obligations under these policy terms and conditions, **DAS** reserves the right to cease the legal assistance. This may be the case if **you** fail to cooperate to the best of your ability with the legal specialist employed by **DAS**. Or if **you** knowingly provide false information to **DAS**.
- j. **DAS** will be entitled to discontinue the assistance if **you** disadvantage **DAS**.
- k. If **DAS** decides there is no reasonable chance of a decision in your favour, **DAS** reserves the right to cease the legal assistance.

- l. If the dispute is subject to a **minimum interest** and this **minimum interest** is not achieved, legal assistance will not be provided. The Cover Summary for Legal Assistance in the 'What your boat insurance covers' section explains when a minimum interest applies and the extent thereof.

What happens when you make a claim and how much we pay

Step 1 What we do when you claim on your boat insurance

When **you** claim on your boat insurance, **we** will first establish what happened and assess the extent of the loss or damage. We do this on the basis of the details provided on the claim form, other information provided by **you** and a (possible) other party and, if required, witness statements, among other things. **You** must provide us with the information **we** need.

If the other party can be held liable, and **you** are covered for your damage, **we** will try to recover the damage from the other party or from the other party's insurer. If your damage is not covered, **you** must try to recover the damage yourself.

If **you** have taken out Legal Assistance cover, **you** can report the damage to **DAS**. **DAS** will then try to recover the damage for **you**.

If **you** are liable yourself, we will contact the other party or their insurer in order to settle their damage.

How we assess your damage

- a. **We** will establish the claim amount in consultation with **you**. If **we** engage a loss adjuster, **we** will accept the claim amount established by the loss adjuster.
- b. If **you** do not accept the claim amount established by the loss adjuster **we** have engaged, or **you** do not agree with the loss adjuster's reading of what happened, **you** may also engage a loss adjuster yourself. This second loss adjuster is referred to as a loss assessor. The loss assessor's fee will be payable by **you**. The loss adjuster and the loss assessor will both assess the damage. Before they do so, they will appoint a third expert. **We** will pay the fees of this third expert. If the loss assessor and the loss adjuster arrive at different loss assessments, the third expert will set a claim amount that sits in between the claim amounts resulting from

the assessments by the loss assessor and the loss adjuster. The third expert's decision is binding, both on **you** and on us. The loss adjuster, loss assessor, and third expert must all comply with the Code of Conduct for Loss Adjustment Agencies.

- c. Our decision to have a loss adjuster establish the claim amount does not mean that **we** accept that we have to pay out on the insurance to cover your loss or damage.

Step 2 When we cover damage

We assess whether **you** are liable for the damage by law. If **you** are liable for the damage by law and **you** are covered as per these terms and conditions, **we** will cover the damage sustained by an injured party.

How we assess whether damage is covered

In order to establish whether your damage is covered, **we** use the information **we** have received. And **we** then assess based on these policy terms and conditions whether your damage is covered. If you are the victim of a criminal act, such as **theft**, **burglary** or **vandalism**, **you** must report it to local police immediately. Remember to send us evidence of the police report.

Step 3 How we establish the extent of the damage

Liability cover

In calculating the compensation, **we** base ourselves on what the law says, meaning among other things that **we** take into account possible negligence on the part of the other party.

Limited Hull cover and Comprehensive Hull cover

General information

- a. If the damage can be repaired, the extent of the damage equals the **repair costs**. Except if the **repair costs** for your **boat** exceed the difference between the **current value** immediately before and the **current value** immediately after the **event**.
- b. If your **boat's repair costs** exceed the difference between the **current value** immediately before and the **current value** immediately after the **event**, or if your **boat** cannot be repaired, your **boat** will be considered a total loss. In that case, the extent of the damage equals the difference between the **current value** immediately before and the **current value** immediately after the **event**.
- c. If the damage can be repaired but you decide against having it repaired, or if your **boat** has been stolen, **we**

will settle the damage as though your **boat** is a total loss. In that case, the extent of the damage equals the difference between the **current value** immediately before and the **current value** immediately after the **event**.

- d. If your **boat** is a total loss within three years after you purchased it, and **you** purchased your **boat** from an official water sports company or yacht dealership that is registered with the Chamber of Commerce, the extent of the damage will equal the **current value** or purchase price specified on the original invoice. This is referred to as the '(residual) value guarantee'.

Boat part replacement

If repairs involve replacement of **boat** parts, the extent of the damage equals the **repair costs**. Except in the event of:

- a. tarpaulins, canvases, sprayhoods and comparable parts;
- b. an outboard motor that is over 3 years old at the time of damage;
- c. parts that turn out to already have been damaged prior to the **loss event** as a result of **wear and tear** and comparable circumstances with a gradually worsening effect.

In that case, **we** will reduce the payout by the amount by which the part had already decreased in value due to **wear and tear**.

Transfer of title in the event of theft

If **you** have lost possession of your **boat** due to **theft** and **you** have theft cover, **we** will have thirty days to track down your **boat** or have a third party track down your **boat**. This thirty-day period starts on the day **you** report the theft to the police and to us.

You will be entitled to compensation:

- a. thirty days after **you** reported the loss to us, and **you** and **we** did not or could not know that your **boat** had been recovered during this period, and;
- b. if **we** have received all information from **you** that **we** need to assess the loss and establish your entitlement to compensation;
- c. if **you** have transferred title to your **boat** to us.

Nautical equipment

New-for-old scheme

The extent of the damage is the difference between the **new-for-old value** of the **nautical equipment** immediately before the **event** and the **current value** immediately after the **event**.

Current value scheme

We calculate the **current value** by deducting an amount from the **new-for-old value** on account of depreciation due to old age and/or **wear and tear**. We will reimburse the **current value** if the **current value** is less than 40% of the **new-for-old value**.

Can the damage be repaired?

If the damage can be repaired and your **boat's repair costs** are lower than the difference between the value immediately before and the value immediately after the **event**, the extent of the damage equals the repair costs.

Boat contents

New-for-old scheme

The extent of the damage is the difference between the **new-for-old value** of the **boat contents** immediately before the **event** and the **current value** immediately after the **event**.

Current value scheme

We will reimburse the **current value** on certain conditions. We calculate the **current value** by deducting an amount from the **new-for-old value** on account of depreciation due to old age and/or **wear and tear**.

We will reimburse the **current value** if:

- a. the **current value** is less than 40% of the **new-for-old value**;
- b. the **boat contents** were not used for their intended purpose;
- c. the **boat contents** are antiques;
- d. the **boat contents** have a rarity value.

Can the damage can be repaired?

If the damage can be repaired and your **boat's repair costs** are lower than the difference between the value immediately before and the value immediately after the event, the extent of the damage equals the repair costs.

Propulsion system and generators

The extent of the damage is the difference between the **current value** of the **propulsion system** and generators immediately before the **event** and the **current value** immediately after the **event**.

Can the damage can be repaired?

If the damage can be repaired and your **boat's repair costs** are lower than the difference between the value immediately before and the value immediately after the

event, the extent of the damage equals the repair costs. If a damaged part had already lost value due to **wear and tear** and this part is replaced by a new part, we will reduce the payout by the amount by which the part had already decreased in value due to **wear and tear**.

If the damage cannot be repaired, the extent of the damage is the difference between the **current value** of the **propulsion system** and generators immediately before the **event** and the **residual value** immediately after the **event**.

Trailer

The extent of the damage equals the difference between the **current value** of the trailer immediately before and the **current value** immediately after the **event**.

Can the damage be repaired?

If the damage can be repaired and your **boat's repair costs** are lower than the difference between the value immediately before and the value immediately after the event, the extent of the damage equals the repair costs.

Passenger Accident cover

How we establish the degree of permanent disability

We will arrange for the degree of **permanent disability** to be established by means of a medical examination in the **Netherlands**. In the event of **injury**, a doctor will establish the percentage of loss (of function) on the basis of the criteria set out in the most recent issue of 'Guides to the Evaluation of Permanent Impairment' of the American Medical Association (AMA). If required, the doctor will use the guidelines of Dutch specialist associations in addition to this. The doctor does not take into account your profession when establishing the percentage of loss (of function).

a. How do medical aids needed after the accident affect the degree of **permanent disability**?

- External
Medical aids that you wear or carry outside your body are not taken into consideration in establishing the degree of **permanent disability**.
- Internal
Medical aids inside your body are taken into consideration in establishing the degree of **permanent disability**.

b. How do pre-existing impairments affect the degree of permanent disability?

- If **you** already had a certain illness, impairment, or disability prior to the accident and it has been aggravated by the accident, **we** will base our assessment on the impact the accident would have had if **you** had not had that pre-existing illness, impairment, or disability. This limitation does not apply if your illness, impairment, or disability was caused by a previous accident covered under this policy, albeit only if **we** have already paid out the benefit for that or are set to do so.
- If **you** already had an illness or condition prior to the accident and this illness or condition was aggravated or played up as a result of the accident, **you** will not receive the benefit.
- If **you** already had loss of function in the body part or organ in question prior to the accident, **we** will reduce the benefit for **permanent disability** accordingly.

The term within which we will establish permanent disability

- a.** If a doctor does not expect your physical condition to change, **we** will arrange to have the degree of **permanent disability** established.
- b.** If a doctor believes that your physical condition may still change after three years have passed since the accident, **we** will arrange to have the degree of **permanent disability** established based on your physical condition as it is at that time. **We** may also make alternative arrangements with you in this respect.

Step 4 How we calculate the benefit

General information

The extent of the damage serves as a basis for the benefit we pay out. Your policy schedule and these terms and conditions list the sums insured and maximum benefits.

We will never pay out more than these sums insured and maximum benefits.

If **you** can set off VAT, **we** will cover the damage without VAT. If your **boat** is a write-off, **we** will deduct the residual value from the claim amount. However, **we** will never reimburse more than the amount that would be needed for the repair. If **you** have a policy excess, the claim amount will be lowered by your excess. The remaining amount will be paid out.

Damaged repaired based on a quotation?

If **you** have the damage repaired based on a quotation that we have approved, **we** will pay you a 50% advance on the amount quoted.

We will pay the rest once we have received the actual invoice.

Decide against having your boat repaired?

If the damage can be repaired, but **you** decide against having the damage to your **boat** repaired or opt for provisional repairs, **we** will hold off on paying out for the damage until the damage has been repaired.

Damage not repaired within one year?

If the damage to your **boat** or trailer included on your policy has not been repaired within one year of the **loss event** and **you** did not enter into alternative arrangements with us, **we** will pay out half the claim amount.

Buying a new boat after a write-off?

If you decide to buy a new **boat** after your damaged boat has been declared a write-off and the purchase price of the new **boat** exceeds the claim amount, **we** will pay out a maximum of 10% of the **current value** of your **boat** immediately prior to the **event** on top of the claim amount. **We** will, however, never pay out more than 110% of the **sum insured**. **You** must produce documentary evidence of the purchase and the price.

What is your excess?

Your excess is stated in the policy schedule.

Lower excess

If **you** have not claimed on your insurance for several years before the year of the **loss event**, the excess will be reduced by 20% for each year that you did not claim on the insurance.

This is subject to the following conditions:

- a.** excess reduction is capped at €1,250 and;
b. the minimum excess is €100.

No excess for dinghy

By 'dinghy', **we** mean

- a.** an auxiliary boat carried on the back of the **boat** or towed by the **boat**. This auxiliary boat may also be equipped with a canvas, and;
b. has a maximum speed of twenty kilometres per hour, and;
c. cannot be longer than your **boat's** maximum width. In that case, there is no excess.

Boat contents

For certain, special **boat contents** we will pay a maximum benefit per **event**.

These contents are the following:

- a. special sports equipment. For example professional fishing rods, water skis, diving equipment and wetsuits. **We** will pay a maximum of € 500 per **event**;
- b. equipment taken along for activities other than navigating. For example golf equipment and bicycles. **We** will pay a maximum of € 500 per **event**;

If your policy schedule states that **your** cover is subject to an excess, this excess will not be payable for these special **boat contents**.

Passenger Accident cover

How **we** calculate the **permanent disability** benefit **We** set the percentage for the benefit on the basis of the loss (of function) established by the doctor. **We** do this on the basis of the **permanent disability** benefit percentage table.

a. Full loss (of function)

In case of full loss (of function) of one or several body parts or organs listed, the benefit paid out will amount to the listed percentage of the sum **you** insured for **permanent disability** This **sum insured** is stated in your policy schedule.

b. Partial loss (of function)

In case of a partial loss (of function) of one or several body parts or organs listed, the benefit paid out will be a proportional part of the benefit **you** would have received in the event of a full loss (of function).

c. Other injury

If your **injury** is not listed, the doctor will establish the percentage of loss (of function) caused by the **injury** to your body as a whole. The benefit **you** will then receive will amount to the listed percentage of the sum **you** insured for **permanent disability** This sum insured is stated in your policy schedule.

Permanent disability benefit percentage table

In the event of full loss (of function) of	the benefit percentage
Vision in both eyes	100
Vision in one eye	30
Vision in one eye, if we have already paid out for loss of vision in your other eye under this policy	70
Hearing in both ears	60
Hearing in one ear	30
Arm	75
All fingers on the same hand	65
Thumb	25
Index finger	15
Middle finger	12
Ring finger	10
Little finger	10
Leg	70
Big toe	10
Other toe	5
Spleen	5
Kidney	15
Lung	25
Sense of taste and/or smell	5
Power of speech	50
All dental elements where a prosthesis is not possible, milk teeth and prostheses excluded	20
All dental elements where a prosthesis is possible, milk teeth and prostheses excluded	5
The cervical vertebra as a result of whiplash syndrome	5

How we calculate the death benefit

In the event of death, **we** calculate the death benefit on the basis of the **sum insured** for death. This sum is stated in the policy schedule.

How we pay the benefit

a. To whom we pay

- **Permanent disability**

In the event of **permanent disability**, **we** will pay the benefit to **you**, unless **you** designate someone else as the beneficiary. This person is referred to as the beneficiary. In the event that **you** die before **we** are able to pay the **permanent disability** benefit to **you**, **we** will pay the benefit to the beneficiary, or to his or her heirs.

- **Death**

In the event of death, **we** will pay the death benefit to the beneficiary or his or her heirs.

We will never pay out anything to State of the Netherlands.

b. The benefit is capped at the **sum insured** for **permanent disability**

During the term of this policy, **we** will not pay out more than the **sum insured** for **permanent disability**.

c. **We** will pay interest if **permanent disability** is established later

If the extent of **permanent disability** has not yet been established six months after the accident, **you** will from that date onwards receive statutory interest on the amount that **we** ultimately pay out. **We** will pay the interest along with the benefit. The rate of statutory interest is set by the government every six months. Further information on the rate of statutory interest is available on the website of the Dutch central government, www.rijksoverheid.nl.

Step 5 Other costs we cover

If the damage is insured, **we** will also cover the following costs:

costs of preventing or limiting damage

We will cover costs incurred for measures that are reasonably required to prevent imminent damage, or to limit damage **you** have already sustained. It must, however, be clear that immediate damage was imminent. And **you** must be insured for the damage that would have been sustained or that would have worsened if you had not intervened. **We** do not cover costs needed to repair the cause of the damage. **We** will never cover costs beyond the **sum insured** or the maximum benefit.

Assistance and salvage costs

We will pay assistance and salvage charges for your **boat** and **boat contents** that are reasonably required to prevent imminent damage, or to limit the damage that **you** have already sustained. And **you** must be insured for the damage that would have been sustained or that would have worsened if you had not intervened. **We** will only cover these costs if **we** have given prior approval for this. If **we** have not given approval, **we** may decide to only cover part of the costs.

Raising and clearance costs

If a statutory provision/regulation requires **you** to incur costs as you must raise or clear the **boat** following an insured loss event, or if **we** decide to raise or clear it in consultation with you, **we** will cover the costs involved.

Transport and security costs

If your **boat** has sustained damage as a result of an insured **event** and the **boat** cannot reach a repair shop in the immediate vicinity by its own means, **we** will cover the costs incurred for the required transport and security.

Replacement boat hire costs

If your **boat** sustained damage as a result of an insured **event** and (emergency) repairs are not possible at your current location within two days, **we** will cover the costs involved in:

- a. hiring a similar replacement **boat**, or;
- b. staying at a hotel or similar accommodation. However, this applies only if the **boat** was used as a holiday accommodation at the time of the **event**.

We will cover a maximum of € 350 per day, up to a maximum of € 5,000 per **event**.

Boat and/or trailer repatriation costs

We will cover the costs of transporting your **boat** and trailer to your **permanent berth**. **We** will cover these costs only if:

- a. a repair needed following an insured **event** is not possible at your current location within a reasonable term;
- b. your **boat** can, following an insured **event**, no longer be used as a means of transport or accommodation;
- c. the means of transport or the boat trailer used to transport your **boat** is damaged to the extent that it cannot be repaired within 5 days;

d. the skipper/navigating officer of your **boat** can no longer navigate the **boat** as a result of an illness or accident and cannot be cured within a reasonable term. And no other person in the travel party is able to navigate your **boat**.

If for a period of twelve months prior to the **event**, **you** did not use a **permanent berth**, **we** will assess whether **we** will cover the costs (or part of the costs) of transport to a berth of your choosing.

Passenger repatriation costs

If the **boat** is used as a holiday accommodation or as a means of transport to and from a holiday destination, it can no longer be used for such purposes due to an insured **event**, and a repair at your current location is not possible within a reasonable term, **we** will cover **your** and your passengers' travel costs to a location in **the Netherlands**, Belgium, or Germany of your choosing. This is subject to the following conditions:

- a. the **event** occurred in a country other than the country of repatriation;
- b. the repatriation is to **the Netherlands**, Belgium or Germany;
- c. the **boat** would have returned to a (permanent) berth in **the Netherlands**, Belgium or Germany after the trip;
- d. **we** will establish in advance and in consultation with **you** whether repatriation is needed and how to go about repatriating you and anyone else involved.

We will cover up to a maximum of € 2,500 per **event**.

Intermediary services in the event of an unforeseen lack of funds

If **you** have a lack of funds due to an insured **event**, **we** will provide intermediary services in getting sufficient funds transferred to you. **We** will pay any fees involved in transferring the funds.

If our intermediary services are unsuccessful, **we** will lend **you** the deficit. **We** will only provide intermediary services or lend you money if **we** have sufficient security that the money will be repaid. **You** will then be under an obligation to repay us the money as soon as possible, but in any case within two months.

We will lend **you** a maximum of € 5,000 per **event**.

Intermediary services for the sending of parts

If your **boat** sustained damage as a result of an insured **event** and **you** need spare parts to repair your **boat** at your current location, **we** will see to it that these parts be sent to you. **We** will only do this if these parts are not available at your current location or not available there in the short term. **You** will still be required to pay for the parts yourself. **We** will pay for the dispatch and any customs duties.

Accident and illness

If **you** suddenly fall ill while using the **boat** or are in an accident and **you** need immediate transportation to a place where you can get first aid, **we** will cover these transport costs. **We** will cover up to a maximum of € 2,500 per **event**. If you have other insurance or there is another provision that covers the damage, **we** will only cover the costs that are not covered by the other insurance or provision.

No-claims discount

How we calculate your premium

When **you** take out the insurance, **we** determine whether **you** qualify for a no-claims discount.

We will do so by checking whether your policy immediately follows on from a previous policy and whether **you** claimed on that previous policy. The number of years during which you did not claim on your policy corresponds to a discount percentage, which is shown in the no-claims table.

After every policy period (hereinafter referred to as: 'policy year'), **we** again calculate the discount **you** will receive the next policy year. Hence it is important to establish whether **you** claimed on your policy during the previous policy year.

We did not pay you compensation?

If **we** have not issued any payouts in a policy year and **we** do not expect to do so either, **you** will get a bigger discount in the next policy year, provided that the maximum discount has not yet been reached. This is shown in the no-claims table.

We did pay you compensation?

If **we** have paid out on a claim or claims in a policy year or **we** expect to do so, **your** discount will be reduced. This reduction applies from the policy year after the policy year in which the claim was made. The discount depends on the number of claims. This is shown in the no-claims table.

If **you** made a claim during a policy year and **we** did not pay out any compensation during the preceding three years, your discount will remain the same. However, if **you** claim a second time in that same policy year, your discount will go down. **You** will then get the same discount as you would have gotten if **you** had claimed only once.

Your policy schedule states your discount percentage and your premium.

No-claims table

If you have not claimed this many years,	Your discount will be	Discount for the next policy year:	
		With one claim	With two claims
6 or more	35%	25%	0%
5	30%	20%	0%
4	25%	15%	0%
3	20%	10%	0%
2	15%	0%	0%
1	10%	0%	0%

When does a claim not affect your no-claims discount?

In a number of cases, a claim does not affect your no-claims discount:

- We** do not have to pay out anything on your claim. And **we** do not expect to do so either.
- We** paid out on your claim and have been able to recover the full amount from a third party.
- We** are unable to recover the compensation or only partially recovered it, for the sole reason of us having a claims arrangement in place with another insurer, or **we** paid compensation for only that reason.
- We** only compensated for damage to the dinghy included on the policy.
- We** only compensated for damage to **boat contents** onboard an open sailing boat or sloop.

Your obligations

When **you** want to claim on your policy, certain obligations apply. It is important that **you** fulfil these obligations. If **you** fail to fulfil these obligations, and **we** are adversely affected, **we** may decide not to pay out on your claim, or pay only part of the compensation.

Your obligations in the event you sustain damage

- First try to limit the damage as much as possible.
- Report the loss or damage as soon as possible.
- If you are the victim of a criminal act, such as **theft**, **burglary** or **vandalism**, you must report it to local police immediately.

- d. Allow us to investigate the damage. For this, **we** may engage one or more experts (loss adjusters). If these experts request information from **you**, **you** are required to provide that information. Make sure you hold on to any evidence of the damage, such as invoices.
We may ask to see such documentary evidence later for verification purposes.
- e. In the following cases, **we** will ask **you** for your cooperation:
- **We** are held liable for a loss event in which your **boat** was involved or alleged to have been involved.
 - **We** want to recover the benefit **we** paid to **you** from a third party. In that case, **you** are under an obligation to transfer any claims **you** have against that other party to us, for example by signing a deed of transfer.
 - **You** have lost possession of your **boat** as a result of an **event** included in your theft coverage (e.g. your **boat** has been stolen). In that case, **you** are under an obligation to transfer the title of your **boat** to us.
- f. If **we** ask **you** for a written and signed declaration of the damage, **you** must provide us with one within a reasonable term. In this declaration, **you** must describe how the damage was sustained and the extent thereof. If **we** ask **you** for certain documents, **you** must enclose them.
- g. If **you** receive letters, notices of liability and summons, you must forward them to us immediately so that **we** can take the appropriate action.
- h. If there are any other policies, laws, or provisions that cover the damage or entitle you to compensation, **you** must let us know what these are.
- i. **You** must follow our instructions, or the instructions of persons engaged by us (e.g. experts).

Policy commencement and termination

Policy period

You are insured during the policy period, which is stated in your policy schedule.

Cooling-off period

Once **you** have received the first policy schedule, **you** have fourteen days during which **you** may decide not to take out the policy after all. If **you** change your mind during this period and decide against taking out this policy, **you** can cancel the policy. It will then be as if the policy never existed, meaning that **you** will not have to pay any fees or **premium** either.

When can you cancel the policy?

You may cancel the policy for various reasons. **You** are entitled to cancel the policy in the following cases:

- a. On the expiry date of the first policy period.
- b. After the end of the first policy period. **You** will then have the right to terminate the policy as of any day, subject to one month's notice.
- c. **We** have changed the **premium** and/or policy terms and conditions. This will not entitle you to cancel the policy if we changed the premium and/or conditions following a change in the law.
- d. **You** have submitted a claim. In that case, **you** can cancel your policy up to one month after **we** have processed the claim.
- e. From the day that **you** no longer reside or that you are no longer based in **the Netherlands**.
- f. **You** or your surviving relatives no longer have an interest in your **boat**, such as because **you** have sold your **boat**, because it is a write-off or because your **boat** has been stolen.

In all cases, **you** are insured up to and inclusive of the day on which **you** cancel your policy.

When can we cancel the policy?

We may cancel the policy for various reasons. **We** are entitled to cancel the policy in the following cases:

- a. On the expiry date of the policy period, subject to two months' notice.
- b. From the day that **you** no longer reside or that you are no longer based in a European Union Member State.
- c. You or your surviving relatives no longer have an interest in your **boat**, such as because **you** have sold your **boat**, because it is a write-off or because your **boat** has been stolen.
- d. When **you** die. The other insured parties or heirs must notify us of this change and can then enter into consultation with us to continue the insurance policy in an amended form. In this case, '**you**' means solely you yourself, i.e. the person who took out this insurance policy.
- e. **We** did not receive the **premium** within the appropriate term, or **you** refuse to pay the **premium**.
- f. In the event of fraud.
- g. **We** think the risk is unreasonably high or unacceptable to us. The number of claims **you** have submitted can play a role in judging this.
- h. Following notice of a claim. In that case, **we** can cancel your policy up to one month after **we** have processed the claim, subject to two months' notice.

- i. **We** have discovered that **you** failed to fulfil your duty of disclosure when taking out the policy. This is a valid reason for cancellation only if **you** did so intentionally so as to mislead us. Or if **we** would not have let **you** take out the insurance if **we** had known the truth. In that case, **we** can cancel the policy within two months of discovering this.
- j. The damage is not covered because the exclusion ‘**navigating under the influence**’ applies.
- k. Your new berth is a **permanent berth** outside the **Netherlands**, Belgium or Germany and **we** think the risk is unreasonably high or unacceptable to us.

In cases a to c, **you** are insured up to and inclusive of the day on which we cancel your policy. In cases d to j, **you** are insured up to the day on which we cancel your policy.

Other agreements

Your insurance is governed by Dutch law. In these policy conditions, ‘damage’ includes costs, emergency assistance, legal assistance or another benefit.

What if other insurance, laws or provisions also provide cover?

If you have other insurance or there are laws or provisions that cover the damage, and these would cover your damage if you had not had this policy with us, **we** will only cover the damage that is not covered by the other insurance, laws, or provision. **We** will only cover the damage to the extent that it exceeds the excess on this policy. This provision does not apply to Passenger Accident cover

Terrorism damage and domestic and international legislation and regulations

Limited cover for terrorism damage

If you sustain damage due to a terrorist attack, **you** may get less in compensation for the damage or no compensation at all. In case of terrorism damage, **we** and **DAS** will pay compensation only for damage covered by the Dutch Terrorism Reinsurance Company (NHT).

For further information on this, please consult the NHT’s Terrorism clauses sheet and the claims handling protocol. These documents can be found on www.terrorisneverzekerd.nl.

Late claim

If **you** claim two years or more after the NHT has ruled on potential terrorism damage, any entitlement to compensation will have lapsed.

Domestic and international laws and regulations

If there are laws and regulations prohibiting us from insuring **you** as of a certain date, this policy will cease to be effective from that date. If there are laws and regulations prohibiting us from paying **you** compensation for damage as of a certain date, **we** will not pay **you** compensation from that date. If there are laws and regulations prohibiting us from paying compensation to specific third parties as of a certain date, **we** will not pay compensation to these third parties from that date. ‘Laws and regulations’ are understood to mean all domestic or international (sanctions) laws and regulations.

When we may adjust the premium or conditions

We may have to change the **premium** and/or policy terms and conditions, such as by increasing the **premium** or adjusting or limiting the benefit. Such changes always apply to all policies of the same type. **We** reserve the right to change the **premium** and/or policy terms and conditions upon policy renewal or in the interim. If we decide to do so, **we** will give you advance notice by letter or email.

Changes upon policy renewal

When renewing your policy, **we** reserve the right to change the **premium** and/or policy terms and conditions. Such changes will take effect on the first day of the new policy period.

Changes during the policy term

- a. It is in everyone’s interest that **we** continue to be able to meet our obligations under this policy (also in the future). In special cases, there may be a need for us to change the **premium** and/or policy terms and conditions in the interim for all holders of this kind of policy. This is because sometimes a change cannot wait until the policy renewal date, such as when that would expose us to serious financial consequences or because legislation obliges us to do so. These are situations of which **we** cannot yet assess whether they will occur. **We** will always endeavour to minimise any changes to premiums and/or policy terms and conditions.

- b.** We can also make interim changes to only your **premium** and/or policy terms and conditions. We will do this if **you** submit (too) many claims or in case of changes to the risks to which **you** are exposed.
- c.** In case of interim changes to premiums and/or policy terms and conditions, it goes without saying that **we** will always give you advance notice. We will send **you** a letter or email explaining exactly why we believe the interim change is needed, what we will be changing, and when the change will take effect.

What if **you** do not accept the changes?

If **you** do not accept the changes, **you** can cancel the policy. **You** can do so by sending us a letter or email stating that **you** want to cancel your policy. **You** have to do this within thirty days of the date on which the changes were set to take effect. Your policy will then be cancelled from that date. If **you** do not send us a letter or email within the thirty-day term, the changes will also apply to **you**.

A change is not always a valid reason to cancel the policy

If **we** need to change the **premium** and/or policy terms and conditions following a change in the law, **you** cannot cancel the policy.

Expired or lapsed rights

If **you** want to claim on the policy, it is important that **you** adhere to certain terms. Failure to do so may result in your rights expiring. Your rights may also lapse if **you** fail to fulfil your obligations under the policy, or in the event of fraud.

When do your rights expire?

Your right to compensation expires three years after:

- a.** the damage was sustained. This three-year period starts on the date on which **you** became or could have become aware of the damage. **You** must report the damage to us within the stated term.
- b.** **we** have rejected your request to this effect by letter or email.

When do your rights lapse?

Your right to compensation lapses with immediate effect:

- a.** in the event of fraud. Except if the fraud does not justify lapsing of your rights.
- b.** **you** fail to fulfil your obligations under the policy, albeit only if **we** are disadvantaged as a result.

Legal Assistance coverage

If Legal Assistance is no longer included under the policy, **you** cannot claim legal assistance. This does not apply if the dispute:

- a.** arose prior to the end date of Legal Assistance cover, and:
- b.** was reported to **DAS** within one year of the dispute arising.

If **you** cancel this policy or Legal Assistance cover whilst receiving assistance from **DAS** for a dispute, **DAS** will continue to provide **you** with assistance for that dispute.

What happens if you fail to pay the premium?

Advance **premium** payments

You must pay the **premium** in advance, no later than on the premium due date. This date is stated on the giro collection form or on the invoice.

Failure to pay the initial **premium**

When taking out the policy, **you** must ensure that **we** receive the initial premium in time, i.e. within thirty days of the date stated in the policy schedule. Late premium payment If **we** have not received the **premium** within the payment term, you will not be insured. In that case, **you** cannot claim on the policy, with effect from the policy commencement date. Please note that **we** are not required to send **you** a payment reminder in such cases.

Failure to pay subsequent premium instalments

Our obligations under this policy will be suspended in the following cases. This also applies if **we** renew the policy.

Late payment

If **you** are late in paying the second and/or a subsequent premium instalments (the renewal premium), **you** will receive a payment reminder. If **you** fail to pay after having received the reminder, **you** will from the fifteenth day after the date of the reminder cease to be covered for **events** occurring from that day.

Refusal to pay

If **you** refuse to pay the second and/or subsequent premium instalments, **you** will not be covered for **events** occurring from the premium due date.

We reserve the right to cancel your policy

If **you** have failed to pay the **premium** and **you** are consequently no longer insured, our obligations under this policy will be suspended. **We** will then have the right to cancel the policy. **You** will be notified thereof by letter. In addition, **we** may decide to have your details registered in (warning) registers. **You** will continue to be under an obligation to pay the unpaid premium. Your policy may be part of a package that includes multiple insurance policies for which **you** pay one total package premium. If **you** pay only part of this total **premium**, **we** will consider this as incomplete payment of the premiums for all your policies. **We** will, therefore, suspend all your policies, unless **you** state specifically for which policy or policies your payment is intended, and your payment does indeed cover the premium(s) payable for the policy or policies in question. The coverage provided by the policy or policies in question will then remain effective. And **we** will suspend the other policy or policies.

You will be fully insured again as soon as **we** have received all premiums

If **we** suspend your policy for reasons of non-payment, **you** will continue to be under an obligation to pay the **premium**. Your insurance will only be reinstated once **we** have received all outstanding **premiums**.

The insurance will be reinstated with effect from the day following the day **we** received all **premiums**. The insurance applies only for **events** caused or arisen after that day. If it turns out later that the policy had been suspended or cancelled before that **event**, **we** are entitled to claim back any compensation paid for damage.

Premium setoff and refund

If **you** or **we** cancel the policy before the end of the term, **we** will refund the premium for the part of the term that the policy was not effective. If it subsequently turns out that **we** were not exposed to risk, **we** will refund the **premium** for a maximum period of five years, after deduction of reasonable costs. These costs have been set at twenty percent of the relevant **premium**.

Direct debit and other payment methods

In the event of direct debit, **we** will notify **you** of the amount that we will debit from your account each period. **We** do that once when **you** take out or change the policy, and when **we** renew the insurance. You are under an obligation to ensure that your bank account holds sufficient funds. Your bank processes the premium payment. **You** have instructed your bank to do so and selected a payment method. For rules of your chosen payment method, please ask your bank.

Complaints

Have a complaint about us?

- a. If **you** have a complaint, please first turn to the relevant department. If **you** are unable to work it out together, **you** can submit a complaint to the board of Nationale-Nederlanden Schadeverzekering Maatschappij N.V., Klachtendesk, Antwoordnummer 21, 2509 VB The Hague, Netherlands. Our complaints procedure explains how. **You** can find details of our complaints procedure on nn.nl/Klachten.
- b. If your complaint lodged with our board does not produce the desired outcome, the next step would be to take your complaint to the Dutch Financial Services Complaints Board (Klachteninstituut Financiële Dienstverlening or KiFiD). **We** are affiliated with KiFiD: Postbus 93257, 2509 AG The Hague, Netherlands. Telephone 0900 - 355 22 48 For further information, check www.kifid.nl.

Do **you** have a complaint about **DAS**?

- a. If **you** are unhappy about the way your dispute has been handled, it is important that **you** discuss this with your **DAS** legal specialist as soon as possible. He or she will, together with **you**, explore ways to remove your objections. If **you** are still dissatisfied, **you** can contact a supervisor at **DAS**. Staff of the **DAS** Service Centre can put **you** in touch with a supervisor. The Service Centre can be reached by phone on +31 (0)20 651 88 88.
- b. If the consultations with your legal specialist or the supervisor do not produce a solution, or **you** have a complaint about an expert engaged by **DAS** who is not employed by **DAS**, **you** can lodge a complaint with the board of **DAS**. **DAS's** complaints procedure explains how. Their complaints procedure is available on www.das.nl.

c. If your complaint to the board of **DAS** does not produce the desired outcome, the next step would be to take your complaint to the Dutch Financial Services Complaints Board (Klachteninstituut Financiële Dienstverlening or KiFiD). **DAS** is affiliated with KiFiD: Postbus 93257, 2509 AG The Hague, Netherlands. Telephone 0900 - 355 22 48. For further information, check www.kifid.nl.

How we process your data

We (or an authorised insurance broker if **you** took out the policy through a broker) and **DAS** process personal and business details. **We** and **DAS** do this responsibly as far as necessary for legitimate business purposes.

How **we** and **DAS** process your personal data

We and **DAS** process your personal details as indicated in the Code of Conduct for Financial Institutions Processing Personal Data. The full Code of Conduct can be consulted via the website of the **Dutch Association of Insurers**, on www.verzekeraars.nl.

Alternatively, **you** can ask for a copy of the Code of Conduct from the **Dutch Association of Insurers**, Postbus 93450, 2509 AL The Hague, Netherlands. The telephone number is +31 (0)70 333 87 77.

DAS only receives your personal data to establish whether **you** are entitled to legal assistance. This happens the moment **you** ask **DAS** for legal assistance. **DAS** may only maintain contact with **you** regarding the handling of your dispute. If **you** want another person to maintain contact with **DAS** about your dispute on your behalf, or you want **DAS** to provide information about your dispute to another person, please sign an authorisation to that effect.

This will allow **DAS** to provide the other person with information on the legal assistance **you** receive from **DAS**. This authorisation is valid only for one specific dispute.

Processing of personal data when taking out/ changing a policy

When you take out a policy or coverage, **we** will ask you to provide personal data. **We** use this data to enter into and perform agreements, as well as to assess potential risks.

We also use this data for marketing purposes, to combat fraud, for statistical analysis purposes, and to be able to comply with statutory obligations. Alongside the information **you** provide, **we** may request information

from third parties that **we** consider trustworthy.

We may also consult personal data recorded with the Stichting Centraal Informatie Systeem (CIS, Central Information System Foundation) or have personal data recorded there. This foundation is based in The Hague. This is subject to Stichting Centraal Informatie Systeem's privacy policy (www.stichtingcis.nl).

Nationale-Nederlanden Levensverzekering Maatschappij N.V., Nationale-Nederlanden Schadeverzekering Maatschappij N.V. and Nationale-Nederlanden Bank N.V. are all part of the same group. Customers may also receive special offers for these companies' non-life insurance, life insurance, or banking products. Visit www.nn.nl/privacy for more information.

Processing of personal data when you make a claim

When **you** make a claim, **we** ask you to provide personal data. **We** use this data to perform the insurance contract, including to assess potential risks. Alongside the information **you** provide, **we** may request information from third parties that **we** consider trustworthy. **We** also consult personal data recorded with Stichting Centraal Informatie Systeem (CIS, Central Information System Foundation) or have personal data recorded there, subject to Stichting Centraal Informatie Systeem's privacy policy.

Sharing personal data with third parties

We may also share your personal data with third parties, such as emergency assistance staff, service providers, experts and repair companies.

Suspensive condition

In certain cases, **we** may not be allowed to enter into an insurance contract with **you** (due to certain Dutch and international rules, such as sanction regimes). An insurance contract will not be entered into if **you** or another person involved appear on a Dutch or international sanctions list. We run a check of the relevant names against such lists afterwards, which is why the contract contains this 'suspensive condition'. **We** will run this check as soon as possible. If **you** or any other person involved (see below) do(es) not appear on any sanctions list, the contract will be valid from the effective date specified in the policy. If a person does appear on a sanctions list, **we** will notify the applicant thereof in writing within at least 10 days of us sending the policy.

The suspensive condition is as follows:

The contract is only entered into when the check does not show that it is prohibited under sanction law or regulations to provide financial services for or to:

- the policyholder;
- insured parties, co-insured parties, and other natural or legal persons who could benefit from the contract;
- representatives and authorised agents of the policyholder's company;
- the ultimate beneficial owners at the policyholder's company.

During the term of the insurance contract, **we** regularly verify whether you or another person on the policy appear on a Dutch or international sanctions list. If this is found to be the case, **we** are entitled to terminate the policy with immediate effect.

Fraud

We assume that the information **you** submit to us is truthful and complete. If **you** deliberately neglect to provide truthful and complete information, **you** will be considered to have committed fraud. Examples include **you** sending us false information when taking out the policy or when submitting a claim on the policy to us or **DAS**. **We** or **DAS** will launch an investigation in the event of indications that **you** have engaged in fraudulent acts. In conducting such an investigation, **we** and **DAS** comply with the Code of Conduct of the **Dutch Association of Insurers** (see www.verzekeraars.nl) and the guidelines of NN Group NV and its subsidiaries.

Committed fraud?

If you are found to have committed fraud, **we** and **DAS** may take the following measures:

- a. cancel the policy;
- b. cancel other policies, loans, and accounts that **you** have with NN Group or Nationale-Nederlanden business units;
- c. not pay or stop paying compensation for damage, or reduce the compensation paid.
- d. require **you** to repay previous compensation, the associated costs, and the costs of the investigation;
- e. report the fraud to the police;
- f. register your details in internal and external (warning) systems, such as the database of Stichting CIS. When doing so, **we** will comply with the Financial Institutions Incident Warning System Protocol (PIFI). This protocol has been approved by the Dutch Data Protection Authority (DDPA).

All these measures are intended to ensure that your premium is not driven up by insurance, loan, or bank account fraud by other people. If **you** want to find out more about our fraud policy, visit www.nn.nl/fraudebeleid.

Why is it important that you provide us with correct information?

If **you** take out insurance with us, **we** will ask **you** a number of questions. We do this to assess the risk **you** want to insure. The insurance contract **we** enter into with **you** is based on the answers you give.

It is important that **you** answer our questions truthfully and completely. **You** are also under an obligation to notify us of the relevant facts and circumstances regarding persons who are also insured on this policy, in accordance with Title 17, Book 7 of the Netherlands Civil Code. If **you** realise that you have provided us with incorrect or incomplete information, **you** must **immediately** supply us with the correct and complete answers. **We** will then proceed to reassess your situation based on the new information. **You** will only be insured in the new situation if **we** have confirmed it in writing. It must be clear from this confirmation that **we** wish to continue the insurance. And if so, subject to which terms and conditions.

Failure to immediately notify us that incorrect or incomplete answers were given may lead to:

- a. us cancelling the policy, and/or;
- b. **you** not being entitled to compensation or compensation being lowered.

The same applies if we discover the inaccuracies or incompleteness only after we have renewed the insurance contract.

Please note

You can derive rights only from information that **we** have confirmed by letter or email, such as notices and confirmations regarding what **you** have insured with us.

Glossary

This glossary is applicable to all terms and conditions and text in this booklet.

Alternative or banned use

You have used the **boat** in a way other than stated by **you** when you took out this policy, or **you** use the **boat** for something not permitted by law.

Nuclear reaction(s)

Any nuclear reaction that involves a release of energy, regardless of how and where this **nuclear reaction** came about.

Permanent disability

Permanent loss of function (partially or fully) of a part of your body or organ as a result of an **injury**. The medical examiner establishes the degree of **permanent disability**.

Fire

A fire with flames in the open and which can expand independently. The fire must have started due to combustion involving flames. The term **fire** does not include singeing, melting, charring, heating and scorching.

Current value

The **new-for-old value** of your **boat** less depreciation as a result of age, wear and tear and previous damage sustained.

DAS

Legal assistance under this policy is provided by DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V. Wherever these policy terms and conditions state 'DAS', reference is made to 'DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V.' **We** guarantee that DAS fulfils the obligations in these terms and conditions.

DAS's street address:

Entree 222, 1101 EE Amsterdam, Netherlands

DAS's postal address:

Postbus 23000, 1100 DM Amsterdam, Netherlands

Delamination

The process where the various layers that form the ship's hull or deck, for example, come loose.

Theft

A person taking your **boat**, or parts thereof, with the objective of appropriating this permanently and unlawfully.

Direct lightning strike

Damage caused by a direct lightning strike or by **induction** following lightning.

Event(s)

An incident or series of related incidents that share a common cause.

Inherent defect

A cause of loss or damage that is inherent to your **boat** or part of your **boat**. The **boat** or part in question does not perform in a manner that can be normally expected from the **boat** or part of the **boat**. The same applies if the **inherent defect** is the result of a structural or design fault.

Explosion

A short and sudden release of energy involving gases or fumes.

Seizure

If your **boat** has been seized or commandeered by the authorities, the policy will not apply for the period during which **you** do not have access to **boat**.

Boat contents

All movable property onboard your **boat**, albeit only if the **boat** is used for recreational purposes. 'Moveable property' is property that can be moved, such as crockery and cutlery, linen and clothing.

Boat contents do not include the following:

- money, securities, bank-guaranteed cheques, bank cards and traveller cheques;
- telecommunications and optical equipment. Except if **you** use this equipment as navigational equipment. In that case, **we** do deem them part of the boat contents;
- valuable items such as jewellery, glasses, watches and photo/video equipment;
- motor vehicles, including mopeds and motor scooters.

Burglary

Someone gaining unlawful access to your **boat** by breaking proper locks. The burglary must render these locks useless, requiring repair or replacement.

Induction

Too much voltage occurring in electrical equipment as a result of lightning.

Short circuit

An electrical fault causing the electricity wires to reach inadmissibly high temperatures, thereby causing damage.

Injury

A demonstrable impairment of (an anatomical structure in) your body as a direct result of the accident.

Minimum Interest (only if Legal Assistance coverage is included on the policy)

The 'interest' is the amount involved in the dispute. No assistance is offered below a certain amount (the minimum).

Acts of war

Organised violence as described in the Financial Supervision Act. **We** adhere to this description. Summarised, **acts of war** are constituted by organised violence:

- by a country, state or militant organisation that wages war with military weaponry;
- by an armed peace force of the United Nations;
- by a population group or large group of residents waging civil war;
- by a group or movement rising up or revolting against the government;
- members of a group that mutiny against the authorities;
- by activists, causing civil disturbances in different places.

Surviving relatives (only if Passenger Accident cover is included on the policy)

The persons who, after your death, are authorised to consent to a post-mortem examination of your body.

Named hurricane

A severe cyclone with wind speeds in excess of 74 miles per hour (119 km/h) and which has been named.

Nautical equipment

Mechanical and electronic equipment designed for use as a means of navigation and communication onboard your **boat**.

Netherlands

The territory of the Kingdom of the Netherlands, situated in western Europe.

New-for-old value

The amount needed to purchase new objects of the same type and quality.

Intent

You are not covered if **you** intentionally do something in contravention of the law or intentionally refrain from doing something that leads to loss or damage. And the actual loss or damage caused is a logical or normal result of what **you** did or refrained from doing. If **you** are not covered because of intent, **you** will not be covered for any subsequent loss or damage either.

When does the exclusion for intentional acts apply?

This exclusion applies if **you** display socially unacceptable or criminal behaviour, which will in any case be behaviour that poses a risk to persons or property, such as:

- arson, vandalism, and causing damage;
- extortion, deceit, fraud, robbery, embezzlement, theft, and burglary. This includes if **you** do so using a computer or another (technical) means;
- act of violence, physical abuse, manslaughter, and murder.

Intent is when **you** do something or refrain from doing something whereby **you**:

- have an intention to cause damage (deliberate act);
- did not intend to cause damage, but **you** knew for certain that your act would cause damage (intent with awareness of certainty);
- did not intend to cause damage, but **you** accepted the considerable risk of damage and proceeded or refrained anyway (conditional intent).

The existence of intent is determined objectively based on the facts, circumstances, and/or your behaviour.

The exclusion on account of intent also applies in case of:

- group liability
if not **you** yourself but someone in the group that you are also a part of does something or refrains from doing something;
- alcohol and drugs
if **you** have consumed quantities of alcohol, drugs, or (intoxicating) substances that make **you** unable to exercise your own will. Or if someone in a group of which **you** are also a member has consumed so much alcohol, drugs, or other (intoxicating) substances that he or she is unable to exercise his or her own will.

Osmosis

Blistering in polyester parts of the **boat**.

Premium

The **premium** may also include (extrajudicial) costs, statutory interest and insurance premium tax.

Legal costs

- a. The costs of legal assistance in criminal court proceedings against **you**, subject to these costs having been incurred at our request or with our approval.
- b. The costs of defence in a legal action brought by an injured party against **you** or us, subject to our approval.

Repair costs

The costs of a repair needed to restore your **boat** to its original condition.

Residual value

The **current value** of your **boat** immediately after the event.

Injury to persons

Damage as a result of injury to persons or impairment of their health, including consequential damage, also if someone dies as a result thereof.

Damage to property

Damage as a result of instances of damage to or destruction of property or the loss thereof, which property is owned by someone other than **you**, including resulting damage.

Loss event(s)

An incident or series of related incidents that share a common cause.

Wear and tear

Gradual damage to or deterioration of property caused by use or ageing.

High-speed boat

A craft that can reach speeds in excess of twenty kilometres per hour as a result of its mechanical **propulsion system**.

Storm

Wind speeds in excess of 14 metres per second (force 7).

You

You yourself as the (legal) entity who has taken out the policy. The following persons are included on the policy:

- a. The owner of the **boat**.
- b. The navigating officer, the passengers and other persons, provided they are onboard the **boat** with your permission.

If Legal Assistance cover is included, the policy furthermore covers:

- c. The surviving relatives of these insured persons. But only if they can recover their subsistence expenses from the person liable. This is detailed in Section 6:108 of the Netherlands Civil Code. They will receive legal assistance from **DAS** for this.

The persons included on this boat insurance policy have the same rights and obligations as you. Where these policy terms and conditions state '**you**' or '**your**', the provision in question also applies to the other persons insured under the policy.

Navigation area

Navigation area in the Netherlands

Dutch inland water and at sea up to 20 nautical miles from the Dutch coast, with the exception of the Municipalities of Saba, Bonaire and Sint Eustatius (Statia).

Navigation area in Europe + 20 miles coastal cover

All European inland waters and at sea up to 20 nautical miles from the European shores (with the exception of the Black Sea).

Navigation area in the Mediterranean

The Mediterranean, Tyrrhenian, Adriatic and Ionic Sea, with the exception of a zone of 15 miles from the coast of Algeria. The **navigation area** is further restricted by the following coordinates:

- in the south by 36 degrees northern latitude;
- in the west by 5 degrees western longitude;
- in the east by 20 degrees eastern longitude.

Navigation area sea cover (large square)

The North Sea, the (English) Channel, the Atlantic Ocean and the Baltic Sea, restricted by the following coordinates:

- in the north by 60 degrees northern latitude;
- in the east by 20 degrees eastern longitude.
- in the south by 45 degrees northern latitude;
- in the west by 12 degrees western longitude;

Boat

Your **boat**, as described in the policy schedule, including:

- standard equipment and accessories. For example **nautical equipment** and tools onboard your **boat**;
- the **propulsion system** stated in the policy schedule;
- the dinghy.

By 'dinghy', we mean

- an auxiliary boat carried on the back of the **boat** or towed by the **boat**. This auxiliary boat may also be equipped with a canvas, and;
- has a maximum speed of twenty kilometres per hour, and;
- cannot be longer than the your **boat's** maximum width.

Navigating under the influence

The navigational officer of your **boat** was under the influence of alcohol, drugs or medicines to the extent that he or she has been banned from navigating, or would have been banned from navigating had his or her condition been detected. In addition, if the navigation officer is unable to navigate your **boat** responsibly for any other reason, the damage is not covered.

External contingencies

An **external contingency** is a violent, sudden and direct external impact on your **boat**, such as a blow, jolt or fall. An **external contingency** does not include **events** your **boat** should normally be able to withstand.

Vandalism

A person driven by destructiveness who deliberately causes damage to your **boat**.

Permanent berth

The harbour, marina or other location where the **boat** is moored when not out on the water.

Dutch Association of Insurers

An interest group of insurers. See also www.verzekeraars.nl.

Embezzlement

When someone unlawfully appropriates your **boat**. The person involved is someone who initially used your **boat** with your approval by virtue of a legal relationship (such as on loan).

Chartering/hire

You have hired out your **boat** or **you** use your **boat** to transport passengers for a fee, or your **boat** is used for charter purposes.

Sum insured

The amount stated in the policy schedule.

Propulsion system

The mechanical **propulsion system** of your **boat** and accessories. This includes:

- a. the engine with reversal system;
- b. the drivetrain, consisting of the propeller, propeller shaft, and propeller shaft connection;
- c. the cooling system, mounted on or to the engine;
- d. the instrument panel, including wiring, used for the direct operation of the **propulsion system**.

We

The insurance has been taken out at the expense and risk of Nationale-Nederlanden Schadeverzekering Maatschappij N.V. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is registered with the Chamber of Commerce of The Hague under file reference number 27023707. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is listed as a provider of (non-life) insurance products with the Netherlands Authority for the Financial Markets (AFM). Nationale-Nederlanden Schadeverzekering Maatschappij N.V. has been licensed by De Nederlandsche Bank N.V. (DNB) to operate as non-life insurer. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is a trade name of Nationale-Nederlanden Schadeverzekering Maatschappij N.V. References in these policy terms and conditions to 'Nationale-Nederlanden,' 'we,' or 'us,' are to be read as references to 'Nationale- Nederlanden Schadeverzekering Maatschappij N.V., trading under the name of Nationale-Nederlanden Schadeverzekering Maatschappij N.V.'

The street address for Nationale-Nederlanden Schadeverzekering Maatschappij N.V. (Boat Insurance team) is:
Prinses Beatrixlaan 35, 2595 AK The Hague, Netherlands

The postal address for Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is:
Postbus 93604, 2509 AV The Hague, Netherlands