



**nationale  
nederlanden**

Terms and Conditions

## **Boat Insurance**

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## Introduction

### Translation

These English policy conditions have been translated from Dutch for your convenience. The Dutch policy conditions are decisive for cover and payment and can be found after the English policy conditions.

These conditions describe your insurance. **You** are insured against Liability as a standard. If **you** are liable for **injury to persons** or **damage to property** caused with or by your **craft**, you are insured through this Liability cover. You can extend the insurance with Limited Hull, Comprehensive Hull (damage to your own **craft**, second boat, **contents** or trailer), Passengers Insurance and Legal Assistance cover. Your policy schedule states what **you** are insured against.

### Do you have any questions or do you wish to notify us of a change?

If **you** have any questions in respect of your insurance, or if **you** need to inform us of a change, **you** can do so as follows:

- a. If **you** took out your insurance via an advisor, please contact your advisor.
- b. If **you** do not have an advisor, **you** can contact us by:
  - Phone on 070 513 01 30
  - E-mail to [bootverzekeringen@nn.nl](mailto:bootverzekeringen@nn.nl)
  - Post to: NN Team Bootverzekeringen, Postbus 93604, 2509 AV Den Haag, the Netherlands

### Important information you should be aware of

In these conditions, certain words are printed in bold.

These words have a special meaning. They are explained in the glossary at the back of these conditions.

## What changes do 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 any interest in your **craft**. For example because **you** have sold your **craft**, because it is a write-off, or because your **craft** has been stolen.
- b. **Your new berth is a permanent berth outside the Netherlands, Belgium or Germany.**
- c. If the value of your **craft** has changed. For example as a result of an investment in equipment, **propulsion system** or other equipment.
- d. If the intended use of the **craft** changes. For example, **you** are going to hire out your **craft**.

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

If **you** fail to notify us of the changes or **you** fail to do so within the aforesaid term, your right to compensation lapses after this term. **You** are entitled to compensation if **we** were to continue your insurance under the same conditions and **you** have notified us of the change in time.

## What do you need to do in the event of damage?

Try and limit the damage as much as possible. Subsequently, notify us of the damage as soon as possible. You can do so as follows:

### Did you take out your insurance via an advisor?

- Always call your advisor.
- Complete a claim form and send it to your advisor.

### You do not have an advisor?

- First contact us on +31 (0)70 – 513 06 00 (Mondays to Fridays from 8.30am to 5.30pm).
- Complete a claim form and send it to NN Team Bootverzekeringen, Postbus 93604, 2509 AV Den Haag, the Netherlands.

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

## What service do we offer you 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 **craft** repaired by specially selected repair shops. Would **you** like to receive further information about this? If so, contact your advisor or us.

### What benefits does the Repairs Network offer you?

If the damage is covered by the insurance, the Repairs Procedure offers **you** the following benefits:

- **We** pay the damage directly to the repair shop. **You** only pay the repair shop your excess, if applicable.
- Two years' warranty on the repair.

## What do you need to do if you require emergency assistance?

Contact the Emergency Service as soon as possible by calling +31 70 – 513 01 44. The Emergency Service is available 24 hours per day.

**You** are obliged to render your full assistance to the emergency services. Follow the instructions of the Emergency Service and the emergency service providers where **you** are. The Emergency Service decides what costs will be reimbursed.

### Note

if **you** fail to fulfil these obligations, this may result in the Emergency Service deciding against reimbursing your (future) costs.

The Emergency Service must be able to provide the emergency assistance in reasonable conditions. Therefore, the emergency assistance may not be hampered by e.g. war, disturbances, riots or natural or nuclear disasters. For example, this is the case when emergency assistance providers cannot access the area where **you** are due to flooding. When providing the emergency assistance, the Emergency Service takes into account your health status, if so required. The medical team of the Emergency Service can issue a binding advice on what emergency assistance is required.

If **you** save costs or **you** receive refunds, the Emergency Service will deduct these amounts from the compensation amount. If the Emergency Service provides **you** with emergency assistance or reimburses costs **you** were not entitled to, **you** must pay the invoice of the Emergency Service 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 **craft** becomes incapacitated due to serious illness or accident. This is subject to the following conditions:

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

**We** reimburse a maximum of € 2,500 per **event**.

## What do you need to do if you require legal assistance?

If your cover includes Legal Assistance, **we** have agreed with **DAS** that **DAS** will provide the legal assistance for this type of cover. 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.

### You only want advice?

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

### Do you want to report a dispute?

If **you** need legal assistance and **you** want to report the case immediately, **you** can do so as follows:

In the event of collision damage without **injury**:

- online via [www.das.nl/zaakaanmelden](http://www.das.nl/zaakaanmelden);
- by calling +31 (0)20 651 75 17 (Mondays to Fridays from 8.30am to 5.30pm);
- by post to:  
DAS, Team Intake Verhaal  
PO Box 23000, 1100 DM Amsterdam, The Netherlands

For all other disputes:

- online via [www.das.nl/zaakaanmelden](http://www.das.nl/zaakaanmelden);
- by post to:  
DAS, Team Intake Juridisch  
PO Box 23000, 1100 DM Amsterdam, The Netherlands

#### Note

Please enclose documents in relation to the dispute straight away. If **you** report your case via the **DAS** website, **you** can scan the documents and include them in the form of an attachment. Always state your policy number on the documents. If **you** send a copy of your policy schedule, it will speed up the process.

### Is the case urgent?

In the event of urgency, always call the **DAS** Legal Helpline first on +31 (0)20 651 88 15, Mondays to Fridays from 8.30am to 5.30pm.

## What does your boat insurance cover?

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

The damage must be sudden and unforeseen or be the result of an event:

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

If **you** extended this insurance at a later time, the time of that more extensive insurance will be the moment at which **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.

### What does Liability insure you against?

**You** are insured if **you** are found liable for **injury to persons** or **damage to property** caused with or by your **craft**.

The maximum **we** reimburse per **event** is the **sum insured** stated on the policy.

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

### High-speed craft

**You** are also insured against damage caused by (a) water skier(s) pulled by your **craft**. **We** only compensate the loss if:

- a. at least one person aged 18 or older who is responsible for the navigation is onboard at all times, and;
- b. a second person is onboard supervising the water skier(s) whilst they are being pulled. This person must be at least 14 years of age.

## What costs do we reimburse?

### Deposit

The government may ask **you** for a deposit in connection with an **event** in order to secure the rights of the aggrieved party. If the **event** is insured, **we** will pay this deposit in advance. When the deposit is released, **you** are obliged to authorise us to take possession of it. **You** must fully cooperate in order to have the deposit returned.

#### Note

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

### Legal costs

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

## Limited Hull

On your policy, **you** can see whether your cover includes Limited Hull in addition to Liability.

### What are you insured against?

**You** are insured against damage to or loss of your **craft** if this is the result of:

- a. **fire**, also if your **craft** catches alight spontaneously;
- b. **explosion**;
- c. **direct lightning strike**;
- d. **storm**;
- e. **theft and burglary**;
- f. Transport of your **craft** by road or across water.

#### Note

**We** do not reimburse transport of your **craft** as deck cargo.

### When are you insured against Theft?

#### Is your **craft** in the water?

If your **craft** measures a maximum of six metres or is an open sloop, **you** are obliged to provide for anchoring that at least consists (or that is a combination) of a cable with hardened steel core of at least ten millimetres and one or more locks or padlocks that have been approved

according to the SCM/VbV lock list.

**You** can find this list on

[www.stichtingvbn.nl/vaartuigen/beveiliging/producten](http://www.stichtingvbn.nl/vaartuigen/beveiliging/producten).

#### Is your **craft** on a boat trailer?

If **you** are not able to conduct direct supervision of your **craft**, **you** are obliged to store your **craft** on your private property or a properly lockable unit such as a garage, warehouse or shed. If your **craft** is parked on the public road or a public car park, **you** are obliged to secure the trailer with at least a hitch lock and a wheel clamp.

#### Is your **craft** on a boat trailer during transport?

If **you** are unable to conduct direct supervision of your **craft**, **you** are obliged to secure the trailer with at least a hitch lock or a wheel clamp.

#### Outboard engine

If an outboard engine is included under the policy and mounted on the **craft**, **we** will only compensate the loss as a result of theft if the outboard engine has been mounted on the **craft** and secured by means of a special, **anti-theft** outboard engine lock. This lock must have been approved in accordance with the SCM/VbV lock list. You can find this list on [www.stichtingvbn.nl/vaartuigen/beveiliging/producten](http://www.stichtingvbn.nl/vaartuigen/beveiliging/producten).

If an outboard engine is included under the policy and not mounted on the **craft**, **we** will only compensate the loss as a result of theft if the outboard engine is kept in a properly lockable unit such as a cockpit locker, garage, warehouse or shed, if **burgled**.

#### Boat trailer

If **you** are not able to conduct direct supervision of your trailer, for example because it is parked on the public road or a public car park, **you** are obliged to secure it with at least a hitch lock and a wheel clamp.

#### Are your **contents** kept in the **craft**?

**You** are only insured if the **contents** are kept in a properly lockable unit such as a cockpit locker or saloon, if **burgled**.

Are your **contents** temporarily kept in your own home?

If so, your **contents** are insured against **theft**.

#### Are your **contents** temporarily kept in other places?

If so, **we** will only compensate the loss as a result of theft if the **contents** are kept in a properly lockable unit such as garage, warehouse or shed, if **burgled**.

Are your **contents** being transported?

If your **contents** are in transit to or from your **craft**, we will only reimburse the **theft** from the means of transport if **burgled**. If it concerns **contents** that are susceptible to theft, we will only reimburse the **theft** from the means of transport if the **contents** are hidden from view and if **burgled**. **Contents** susceptible to theft include audio-visual and computer equipment and navigation equipment.

## Comprehensive Hull

On your policy, **you** can see whether your cover includes Comprehensive Hull in addition to Liability.

### What are you insured against?

In addition to the **events** as stated under Limited Hull, **you** are also insured for the loss of and damage to your **craft** if that loss or that damage has been caused or was sustained by:

- a. collision;
- b. springing a leak;
- c. too much voltage/**induction**;
- d. **vandalism**;
- e. **embezzlement** and joy-sailing;
- f. frost. **We** compensate damage caused by **frost** as a result of freezing;
- g. sinking;
- h. blistering in the polyester caused by **osmosis**. **We** only compensate the osmosis damage if the damage becomes visible within ten years of the first launch of the **craft**;
- i. **inherent defect** of the **craft**. The **inherent defect** is also insured;
- j. **inherent defect** of the **propulsion system** and generators. The **inherent defect** is also insured;
- k. any other **external contingencies**.

### Sufficient care

**You** are only insured if **you** have paid due care and attention. **You** have in any case 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 **craft** to be (properly) repaired;

- d. **you** have taken sufficient measures to prevent damage as a result of precipitation, moisture action and frost to your **craft**. For example, **you** have arranged for your engine and **craft** to be prepared for the winter.

## Contents

### What are you insured against?

**You** are insured for the loss of and damage to **contents** taken along if that loss or that damage has been caused or was sustained by:

#### Limited Hull

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

#### Comprehensive Hull

In addition to the **events** as stated under Limited Hull, **you** are also insured for the loss of and damage to your **contents** if that loss or that damage has been caused or was sustained by:

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

If **you** have an open sailing boat or sloop, the following are also included in the **contents**:

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

**We** reimburse a maximum of € 750 per **event**. This does not apply to foodstuffs.

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

### What amount are your contents insured for?

In the event of Limited Hull, your **contents** are insured up to a maximum of 20% of the **sum insured** of your **craft**. In the event of Comprehensive Hull, your **contents** are insured without limit.

### Trailer

Your policy sheet states whether a trailer is included under 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**.

### Second boats

One second boat is included under the policy as a standard. What do **we** mean by a second boat?

- a. a jolly boat taken along on or behind the **craft**. The jolly boat may also be equipped with a canvas, and;
- b. has a maximum speed of twenty kilometres per hour, and;
- c. measures a maximum length that does not exceed the maximum width of your **craft**.

### Protection & Indemnity (P&I)

Your policy sheet states whether this cover is included under the policy. A separate policy sheet with corresponding policy conditions will be enclosed.

### Passengers Insurance

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

### What does Passengers Insurance insure you against?

**You** are insured if **you** sustain **injury** as a result of an accident with your **craft**, causing **you** to die or remain 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 present on your **craft**;
- b. are getting on or off your **craft**;
- c. providing emergency assistance whilst en route;
- d. are carrying out an emergency repair on your **craft**, are having this done, or if you are assisting in this, whilst en route;
- e. are refuelling.

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

- a. Gases, fumes, liquids or solids enter your body, suddenly and unintended, causing acute poisoning. This does not include poisoning as a result of medicines, stimulants or drugs.
- b. **You** get infected as a result of germs or suffer 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 do so in order to save a human being, animal or property.
- c. Substances or objects enter your digestive system, airways, eyes or ears, suddenly and unintended, causing bodily **injury**. This does not apply if germs penetrate your body.
- d. **You** tear a muscle, ligament or tendon or dislocate a joint. However, only if this is suddenly and a physician 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 insured 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

Your policy sheet states whether this cover is included under the policy.

### What disputes attract assistance?

The Insurance Summary below shows what disputes assistance is provided for:

#### Insurance Summary

Assistance is offered in the event of the following disputes	Territorial scope	External costs - maximum	Minimum interest
Regarding damage and personal <b>injury</b> sustained while participating in water traffic with the insured <b>craft</b> .	As applicable to the Boat Insurance ( <b>navigation area</b> )	€ 25,000	n/a
Regarding criminal prosecution and in the event of traffic fines. Excluded: <ul style="list-style-type: none"> <li>• If <b>you</b> are accused of having committed an offence deliberately.</li> <li>• If <b>you</b> are accused of the fact that a crime has been committed deliberately.</li> <li>• If the criminal proceedings or fine can be dealt with administratively.</li> </ul>	As applicable to the Boat Insurance ( <b>navigation area</b> )	€ 25,000	n/a
Regarding the repair, maintenance or insurance of the insured <b>craft</b> or a boat trailer intended for this <b>craft</b> . Or disputes directly related to a towage or transport agreement.	Europe and the countries surrounding the Mediterranean	€ 25,000	€ 175
Regarding the purchase or sale of the insured <b>craft</b> or a boat trailer intended for this <b>craft</b> . Excluding the purchase of a second-hand <b>craft</b> , if bought from a recognised dealer without written warranty.	<b>The Netherlands</b>	€ 25,000	€ 175
Disputes that are directly related to a <b>permanent berth</b> /jetty or winter storage of the insured <b>craft</b> .	<b>The Netherlands</b>	€ 25,000	€ 175

### What does Legal Assistance insure you against?

- a. **You** will receive legal assistance from **DAS**. In most cases this assistance is provided by legal specialists of **DAS**. Your legal specialist:
- informs **you** of your rights and how to achieve your objectives;
  - negotiates with the opposing party in the dispute regarding a solution that would be acceptable to **you**;
  - defends **you** against demands from the opposing party;
  - conducts legal proceedings on your behalf;
  - ensures that court rulings are implemented.
- b. **DAS** may decide to engage an expert not employed by **DAS**. In that case this expert will handle (part of) your dispute. Experts are, for example, lawyers or other legal professionals or specialists who assess the cause or scope of the damage. **DAS** sometimes also engages physicians or mediators. **DAS** pays the fees of these experts.

#### Note

Only **DAS** may engage an expert. **You** are not permitted to do so on 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;
  - legal costs of the opposing party, but only if the court has ordered **you** to pay these costs;
  - your travel and subsistence expenses, if deemed required 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 assistance, **DAS** may decide to pay **you** a lump sum. **DAS** only does so in certain cases, i.e. 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 **you** sustained damaged inflicted by another party, and this party is unlikely to be able to compensate **you** for this damage for a minimum of three years, **DAS** will compensate **you** instead, subject to a maximum of € 1,000. However, it must have been established that **you** are entitled to this compensation and that **you** cannot be compensated in another way.
- f. When **you** are held to bail pending criminal proceedings abroad, **DAS** will be able to advance a maximum bail sum of € 25,000. However, the criminal proceedings do need to be insured under this policy. If **you** are required to pay a deposit in order to have a foreign authority release your property, **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 your deposit, **you** need to repay the deposit to **DAS** immediately. If the foreign authority does not return your deposit, **you** still need to repay the deposit to **DAS**, but within a period of 12 months.

### When are you entitled to legal assistance?

- a. If **you** have a dispute, **you** can ask **DAS** for assistance. In that case, **you** will receive legal assistance as described in your insurance and in these policy conditions. The dispute must involve **you** or the persons included under the policy.
- b. If **you** are not involved in a dispute as yet, but do have legal questions as to what could develop into a dispute, **DAS** will only provide **you** with legal advice.
- c. If **DAS** believes it is unclear whether **you** are involved in a dispute or what the dispute is about, **you** need to demonstrate the dispute with an expert's report. This report must contain the facts that caused the dispute. The report must also contain the consequences of those facts, as well as who is responsible for these facts. **DAS** will pay the costs of this report, provided it does demonstrate that **you** are indeed involved in a dispute. However, your cover does need to include assistance from **DAS** for this dispute.
- d. If **you** are involved in a dispute as a result of damage, it must have been incurred during the term of this insurance. If **you** are involved in a dispute for any other reason, the facts leading up to this dispute must have taken place during the term of this insurance. **You** must not have been able to foresee these facts when taking out the insurance.

e. **You** will only receive assistance from **DAS** if there is a reasonable chance of a decision in your favour. It is at the discretion of **DAS** to decide whether this is the case. 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.

### **In which countries are you insured?**

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

### **Qualifying period: from when are you entitled to assistance in the event of disputes?**

There is no qualifying period.

### **What can you 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. The Code of Conduct can be found on [www.das.nl](http://www.das.nl).
- c. **DAS** is a member of the **Dutch Association of Insurers** and complies with the Code of Conduct for Insurance Companies. The wording of this code can be found on [www.verzekeraars.nl](http://www.verzekeraars.nl).
- d. Furthermore, **DAS** complies with the Legal Assistance Quality Code of the **Dutch Association of Insurers**. The quality code can be found on [www.das.nl](http://www.das.nl).
- e. **DAS** observes certain response times. The response times can be found on [www.das.nl](http://www.das.nl).

### **Your opposing party also receives legal assistance from DAS**

- a. In the event that your opposing party also receives assistance from **DAS**, **you** are entitled to further assistance by a lawyer not employed by **DAS**. **You** are free in your choice of lawyer. Your opposing party may also choose their own lawyer. Only **DAS** may engage this lawyer on your behalf. Therefore, **you** are not permitted to instruct the lawyer on your own accord.
- b. If your opposing party is one of the persons who, in addition to yourself, are insured under this policy, **DAS** will only provide **you** with assistance. Departure point is that **DAS** itself provides this assistance.

c. If there is a dispute between the persons who, in addition to yourself, are insured under this policy, **DAS** will only provide one of these persons with assistance. **You** may decide who **DAS** must provide the assistance to. Departure point is that **DAS** itself provides this assistance.

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

### **Multiple persons are involved in the same dispute as you**

If multiple persons are involved in the dispute and they are looking after the same interest as **you**, perhaps **you** would like to take joint action against your opposing party. In that case, **DAS** can give **you** approval to engage a single expert together with those others. This must be an expert not employed by **DAS**. In that case, this expert provides assistance to all persons involved. **DAS** reimburses your share in the total fees of this expert. **DAS** calculates this share by dividing the total costs by the number of persons the expert assists.

### **You request assistance in multiple disputes**

It is possible that **you** request the assistance of **DAS** for more than one dispute. If these disputes all share the same cause, **DAS** regards these disputes as a single dispute.

### **Engaging lawyers or other experts**

If **DAS** deems this necessary, **DAS** can 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 can provide (part of) the legal assistance. Only **DAS** may engage this expert, on your behalf. **You** are not permitted to do so on 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 in your choice of legal assistance provider. In many cases, the legal specialist employed by **DAS** can conduct these proceedings for **you**. However, if **you** so wish, **you** may also opt for a legal assistance provider who is not employed by **DAS**. For example a lawyer. This is referred to as an external legal assistance provider. If the party **you** are in dispute with receives legal assistance from **DAS**, **you** are also free in your choice of legal assistance provider. See the rules under 'Your opposing party also receives legal assistance from **DAS**'.

### Rules for engaging external experts

- a. **DAS** decides whether there is a need to engage an external expert in the handling of your dispute.
- b. **DAS** always consults **you** first prior to instructing an external expert.
- c. Therefore, **you** are not permitted to instruct an external expert on your own accord. **DAS** always instructs the external expert on your behalf. **You** have authorised **DAS** to do so by taking out this insurance. This authorisation is irreversible.
- d. If **you** want to change your external expert during the handling of your dispute, **DAS** does not have to allow this. Nor does **DAS** have to instruct more than one expert within the same dispute.
- e. If an expert has been engaged who is not employed by **DAS**, the role of **DAS** remains limited to settling his fees in accordance with the policy conditions of this insurance. In that case, **DAS** is no longer involved in the handling of your case. **DAS** cannot be held responsible for any errors by this 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 reimburse?

- a. The costs for legal assistance provided by experts employed by **DAS** are referred to as internal costs. Internal costs are at the expense of **DAS**, without limit. This also applies if the **DAS** experts assist **you** in legal or administrative proceedings.
- b. **DAS** pays all other costs which, according to **DAS**, need to be incurred for legal assistance in your dispute. These costs are referred to as external costs. **DAS** only pays the reasonable and necessary costs. And **DAS** never pays more costs than the maximum amount that has been agreed with **you**. This amount is referred to as the external cost maximum. This external cost maximum can be found in the Insurance Summary of this module in 'What disputes attract assistance?'

The following applies to these external costs:

- **We** only pay fees from experts not employed by **DAS** (external experts), if the expert has been instructed by us. Therefore, if **you** engaged an expert yourself, **DAS** will not reimburse **you** for this.

- As part of the external cost maximum, some proceedings are subject to maximum reimbursements per legal action. This applies to legal or administrative proceedings which 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** pays 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 the VAT can be set off, **DAS** will not reimburse it. If **DAS** did pay the VAT, **you** need to repay this to **DAS**.
  - **DAS** also pays the fees of a professional and independent conflict mediator engaged for **you** by **DAS**. **DAS** is not obliged to reimburse that part of the costs of the opposing party.
  - **DAS** only pays insofar as the costs of external experts are truly required in order to execute the instruction and these costs are reasonable and necessary.
  - **DAS** only pays the court fees if a legal specialist of **DAS** conducts proceedings on your behalf, or if an external expert engaged by us does this on your behalf. In that case, **DAS** also pays the necessary costs of witnesses and experts that are called by the court. However, only if **DAS** has been ordered by the court to pay these costs.
  - **DAS** only reimburses travel and subsistence costs incurred by **you** on account of **you** having to appear before a foreign court. **We** only do this if your legal assistance provider deems it highly desirable for **you** to appear there and subject to **you** having discussed this with **DAS** in advance and **DAS** having granted **you** approval for this trip.
  - **DAS** will also pay the **legal costs**, provided the court has ordered **you** to pay these costs, as well as the costs that need to be incurred in order to implement a court ruling.
- c. If **DAS** incurs costs while providing assistance and **you** can recover these costs from a third party or other insurance, **DAS** will advance these costs for **you**. Once **you** are reimbursed these costs from a third party or other insurance, **you** need to repay this amount to **DAS**. The same applies to **legal costs** you receive following a final judgement and extrajudicial (collection) costs **you** are paid. If the VAT can be set off, **DAS** will not reimburse it. If **DAS** did pay the VAT, **you** need to repay this to **DAS**.

d. Certain legal assistance costs can sometimes be recovered from a third party. That 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** is entitled to keep this.

### When do you have to pay excess to DAS?

**You** have to pay excess if **you** want **DAS** to engage an external legal assistance provider in order to conduct legal or administrative proceedings on your behalf. This is not needed if legislation stipulates that engaging a lawyer for these proceedings is mandatory (mandatory legal representation).

If proceedings do not require mandatory legal representation, **you** can opt for assistance in these proceedings by:

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

If **you** opt for an external legal assistance provider, **you** need to pay **DAS** 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 does DAS expect from you?

- a. If **you** need legal assistance and **you** want to use your insurance, **we** expect **you** to contact us as soon as possible after the dispute has arisen, in order to report it to us. This enables us to provide **you** with the best possible service. This at the same time enables us to prevent the dispute 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 that process, in all reasonableness.
- c. Furthermore, **we** expect **you** to cooperate with **DAS** and/or the external expert engaged by us who will start working on your behalf. This means that **you**:
  - must describe the dispute and indicate what your objections are;
  - must provide all information and documents that are important. The information **you** supply must be correct;
  - agree to **DAS** obtaining information on your case from an external expert (such as lawyers and physicians) or agree to **DAS** inspecting this information;

- demonstrate the scope of the dispute and your (financial) interest therein, if **we** ask **you** to do so;
- cooperate in a request to act as injured party in criminal proceedings;
- cooperate in order to recover the costs of legal assistance from a third party;
- adopt a correct attitude towards the opposing party, staff of **DAS** and other parties engaged by **DAS**;
- do not do anything that can be harmful to the provision of legal assistance or the interests of **DAS**. For example, **you** may not undertake anything causing the efforts or costs of **DAS** to increase in relation your dispute.

### Complaints procedure: what can you 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 the question whether your case is winnable or with regard to the handling of your case from a legal point of view. **You** need to discuss such a difference of opinion with your legal specialist. If **you** are unable to reach agreement, **you** can ask **DAS** to apply the complaints procedure.
- b. What does it mean if **DAS** applies the complaints procedure? It means that **DAS** submits the legal view of your specialist to an external lawyer. This lawyer will then provide an independent opinion on the further handling of your dispute. **You** are free in your choice of lawyer. **DAS** instructs the lawyer on your behalf. Therefore, **you** are not permitted to instruct a lawyer for an independent opinion on your own accord. **DAS** pays the lawyer's fees after **DAS** has given the instruction. These fees do not count towards the maximum amount that **DAS** reimburses in the dispute (the cost maximum).
- c. The lawyer only issues an opinion and does not take over the handling of the case. **DAS** will follow the opinion of the lawyer. Following the opinion of the lawyer, **DAS** is not obliged to hand over the handling of the case to an expert not employed by **DAS**.
- d. If **DAS** applied the complaints procedure, but **you** do not agree with the opinion of the lawyer and **you** arranged for the case to be handled externally, at your expense, **DAS** will reimburse the costs for handling this case. However, only if the court ruled in your favour in relation to the dispute and your dispute must have been dealt with by a lawyer. **DAS** only pays the customary and reasonable costs.

- e. **DAS** can 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 opinion. Nor can it be a lawyer or other expert working at the same office as the lawyer who issued the independent opinion.
- f. If **you** have a difference of opinion with a lawyer or other expert not employed by **DAS**, this complaints procedure does not apply.

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

- a. If **you** believe your legal specialist has made an error in the handling of your case and **you** suffer damage as a result, **you** can report this to the **DAS** management board in writing. The management board will investigate the matter and respond to **you** in writing.
- b. **DAS** is insured against professional errors of legal specialists who are employed by **DAS**. Your legal specialist can inform **you** of this particular insurance. If a legal specialist of **DAS** has indeed made an error, **DAS** will compensate the damage suffered by **you**. The maximum amount that will be reimbursed to **you** is the amount paid out by the insurance to **DAS**, plus the excess of **DAS**.
- c. **DAS** cannot be held liable for errors of experts who are not employed by **DAS**.

### What does your boat insurance exclude?

Not everything is insured. This chapter explains when the damage is excluded. There are also instances in which the damage is not covered, depending on the chosen cover. This is also explained in this chapter.

#### General

Damage caused by or sustained by the following is excluded:

- a. nuclear reactions;
- b. wilful damage;
- c. intent or approval;
- d. recklessness;
- e. evident negligence;
- f. alternative or banned use;
- g. seizure;
- h. sailing under the influence;
- i. leasing;
- j. paid passenger transport;

- k. paid crew;
- l. named hurricane.

#### Liability

Liability included under the policy excludes the following damage:

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

#### Limited Hull and Comprehensive Hull

Limited Hull and Comprehensive Hull included under the policy exclude the following damage:

- 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 compensate the damage;
- c. gradual action circumstances. This refers to damage which consists or that is the result of a (gradual) action of damp and/or air, air or soil pollution and air or water pollution, except if the action by soil, air or water pollution has been sudden. In that case, **we** do compensate the damage;
- d. decay/erosion of metal due to galvanic corrosion or electrolysis;
- e. blistering or peeling of non-binding filler/primer or conservation layer;
- f. **delamination**.

#### Passengers Insurance

Passenger Insurance excludes the following:

- a. if the accident occurred whilst **you** committed a crime or attempted to do so. It does not matter whether **you** acted alone or with others. If the accident is otherwise related to committing a crime, **we** do not compensate 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 the brain tissue caused by the accident and this is medically demonstrable. In that case, **you** will be compensated.

#### Legal Assistance

Legal Assistance is excluded in the following cases:

- a. **You** will not receive assistance from **DAS** if the damage was sustained prior to **you** taking out this insurance. Or, if the facts as a result of which your dispute arose, took place prior to **you** taking out this insurance.

- b. If **you** could have prevented the dispute without causing disadvantage to yourself, but **you** deliberately chose not to, no assistance will be provided.
- c. If **you** deliberately caused the dispute in order gain an advantage, and **you** would not have had that advantage otherwise, no assistance will be provided.
- d. If **you** are involved in criminal proceedings in which you deliberately committed an offence, or in which **you** are accused of having deliberately committed an offence, no assistance will be provided.
- e. If the dispute concerns the operation of the **craft**, for example **leasing**, paid passenger transport or freight transport, no assistance will be provided.
- f. If the dispute arose as a result of **you** having taken over the obligations from someone else, or because someone else's obligations transferred to **you**, no assistance will be provided.
- g. If **you** intend to challenge legislation or general government rules applicable to every citizen, no assistance will be provided.
- h. If **you** have a complaint about **DAS**, for example about the provision of legal assistance, no assistance will be provided.
- i. If **you** fail to fulfil the obligations under these policy conditions, **DAS** will be entitled to discontinue the assistance. For example if **you** fail to fully cooperate with the legal specialist employed by **DAS**, or if **you** deliberately provide **DAS** with incorrect information.
- j. **DAS** is entitled to discontinue the assistance if **you** disadvantage **DAS**.
- k. If **DAS** believes there is no longer a reasonable chance of a decision in your favour, **DAS** will be entitled to discontinue its assistance.
- l. If the dispute is subject to a **minimum interest** and this **minimum interest** is not realised, no assistance will be provided. The Insurance Summary for Legal Assistance in the chapter 'What does your boat insurance cover?' explains when a **minimum interest** applies and the extent thereof.

## What happens in the event of damage and what do we pay?

### Step 1 What do we do when you notify us of a loss?

If **you** notify us of a loss, **we** establish the circumstances and the extent of the damage. **We** do this on the basis of the data on the claims form, information provided by **you** and your (possible) opposing party and, if so required, witness statements, among other things.

**You** must provide us with the information **we** need.

If your opposing party is liable and **you** are insured against the damage, **we** will try and recover the damage from this party, or from his insurer. If **you** are not insured against the damage, **you** must try and recover the damage yourself. If Legal Assistance is included under the policy, **you** can report the damage to **DAS**. In that case, **DAS** will try and recover the damage for **you**.

If **you** are liable yourself, **we** will contact your opposing party or his insurer in order to settle his damage.

### How do we establish your damage?

- a. **We** 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 agree with the claim amount established by the loss adjuster engaged by us or if **you** do not agree with what that expert says happened, **you** are entitled to engage your own loss adjuster. This is referred to as a loss assessor (working for the opposing party). **You** need to pay for this loss assessor yourself. The experts both establish the damage. They will appoint an expert in advance. **We** will pay the fees of this third expert. If the loss assessments of both experts do not match, the claim amount will be established by the third expert. He will establish an amount that sits in-between the claim amounts set by the other loss adjusters. The decision of the third expert is binding for both **you** and us. All loss adjusters must comply with the Code of Conduct for Loss Adjustment Agencies.
  - If **we** arrange for the claim amount to be established, this does not automatically mean **we** have to compensate the damage to **you**.

### Step 2 When do we compensate a loss?

**We** assess whether **you** are liable for the damage by law. If **you** are liable for the damage by law and **you** are insured under these conditions, **we** will compensate the damage of the aggrieved party.

### How do we establish whether your damage is insured?

In order to establish whether your damage is insured, **we** use the information **we** have received. And **we** check against these policy conditions to see whether your damage is insured.

If **you** are the victim of a criminal act, such as **theft**, **burglary** or **vandalism**, **you** must report this to your local police immediately. Remember to send us evidence of this report.

### Step 3 How do we determine the scope of a loss?

#### Liability

When determining the extent of the compensation, **we** work on the basis of the statutory provisions. That means, among other things, that **we** take into account possible culpability of your opposing party.

#### Limited Hull and Comprehensive Hull

##### General

- a. If the damage can be repaired, the scope of the damage will be equal to the **repair costs**, except if the **repair costs** for your **craft** exceed the difference between the **current market values** immediately before and after the **event**.
- b. If the **repair costs** for your **craft** exceed the difference between the **current market values** immediately before and after the **event**, or if repair is not possible, your **craft** is a write-off. In that case, the scope of the damage is equal to the difference between both current market values.
- c. If the damage can be repaired but **you** decide against having it repaired, or if your **craft** has been stolen, **we** will settle the damage as though your **craft** is a write-off. In that case, the scope of the damage is equal to the difference between the **current market values** immediately before and after the **event**.
- d. If your **craft** has been declared a write-off within three years of purchase and **you** purchased your **craft** from a recognised water sports company or yachts broker registered with the Chamber of Commerce, the scope of the damage is the **current market value** or purchase value as stated on the original invoice. This is referred to as (residual) value guarantee.

#### Replacement of **craft** parts

If parts of your **craft** are replaced as part of the repair, the scope of the damage will be equal to the **repair costs**. Except in the event of:

- a. tarpaulins, canvases, sprayhoods and comparable parts;
- b. an outboard engine older than 3 years at the time of damage;

- c. parts that appear to have been damaged prior to the loss event as a result of **wear and tear** and comparable gradual action circumstances.

In that case, **we** do not reimburse the amount, as the part had already decreased in value due to **wear and tear**.

#### Transfer of title in the event of **theft**

If **you** lost your **craft** due to **theft** and **you** are insured against this, **we** will have thirty days to trace your **craft** (or arrange for it to be traced). This qualifying period starts after **you** have reported the **theft** to the police and to us.

**You** are 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 **craft** had been recovered during this period, and;
- b. provided **we** have received all information from **you** that **we** need to establish the damage and your right to compensation;
- c. provided **you** have transferred ownership of the **craft** to us.

#### Nautical equipment

##### New-for-old scheme

The scope of the damage is the difference between the **new value** of the **nautical equipment** immediately before the **event** and the **current market value** immediately thereafter.

##### Current market value scheme

We calculate the **current market value** by deducting an amount from the **new value** on account of depreciation as a result of old age and/or **wear and tear**. We reimburse the **current market value** if the **current market value** is less than 40% of the **new value**.

#### Can the damage be repaired?

If the damage can be repaired and the **repair costs** are less than the difference in value immediately before and after the **event**, the scope of the damage will be equal to the **repair costs**.

#### Contents

##### New-for-old scheme

The scope of the damage is the difference between the **new value** of the **contents** immediately before the **event** and the **current market value** immediately thereafter.

### Current market value scheme

**We** reimburse the **current market value** under certain conditions. **We** calculate the **current market value** by deducting an amount from the **new value** on account of depreciation as a result of old age and/or **wear and tear**.

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

- a. the **current market value** is less than 10% of the **new value**;
- b. the **contents** were not used for their intended purpose;
- c. it involves antique **contents**;
- d. it involves **contents** with a rarity value.

### Can the damage be repaired?

If the damage can be repaired and the **repair costs** are less than the difference in value immediately before and after the **event**, the scope of the damage will be equal to the **repair costs**.

### Propulsion system and generators

The scope of the damage is the difference between the **current market value** of the **propulsion system** and generators immediately before the **event** and the **current market value** immediately thereafter.

### Can the damage be repaired?

If the damage can be repaired and the **repair costs** are less than the difference in value immediately before and after the **event**, the scope of the damage will be equal to the **repair costs**. If a damaged part already lost value as a result of **wear and tear** and that part is replaced by a new part, **we** do not reimburse the amount, as the part had already decreased in value due to **wear and tear**.

### Can the damage not be repaired?

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

### Trailer

The scope of the damage is equal to the difference between the **current market value** of the trailer immediately before and after the **event**.

### Can the damage be repaired?

If the damage can be repaired and the **repair costs** are less than the difference in value immediately before and after the **event**, the scope of the damage will be equal to the **repair costs**.

## Passengers Insurance

### How do **we** establish the degree of **permanent disability**?

**We** 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 physician establishes 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' by the American Medical Association (AMA). If so required, the physician will use the guidelines of the Dutch specialist associations in addition to this. The physician does not take into account your profession when establishing the percentage of loss (of function).

- a. What is the influence of artificial and auxiliary instruments required after the accident on the level of **permanent disability**?
  - Externally  
Artificial and auxiliary instruments that **you** wear or carry outside your body do not count towards establishing the degree of **permanent disability**.
  - Internally  
Artificial and auxiliary instruments worn inside your body do count towards establishing the degree of **permanent disability**.
- b. What is the influence of existing disorders on the degree of **permanent disability**?
  - If **you** already suffered from an illness, impairment or disability before the accident and this has aggravated the consequences of the accident, **we** will assume the consequences the accident would have had if **you** had not had the illness, impairment or disability. This restriction does not apply if your illness, impairment or disability is the result of a previous accident insured under this policy; however, only if **we** have already paid compensation for this or if **we** are going to do so.
  - If **you** already suffered from an illness or disorder before the accident and this illness or disorder has been aggravated or has started to show symptoms as a result of the accident, **you** will not be compensated.
  - If the relevant body part or organ was already showing a loss of function before the accident, the payment for **permanent disability** will be reduced proportionally.

### Within what term do we establish the degree of permanent disability?

- a. If a physician does not expect your physical condition to change, we will have the degree of **permanent disability** established.
- b. If a physician does expect that your physical condition can still change after a period of three years after the accident, we will have the degree of **permanent disability** established on the basis of your physical condition at that time. **We** can also enter into alternative arrangements with **you** in this respect.

### Step 4 How do we calculate the amount you are paid?

#### General

The scope of the damage serves as a basis for the compensation. Your policy sheet and these conditions list the sums insured and maximum reimbursements.

**We** never reimburse more than these sums insured and maximum reimbursements. If the VAT can be set off, **we** will compensate the damage without VAT. If the **craft** is a write-off, **we** will deduct the residual value from the claim amount. However, **we** never reimburse more than the amount that would be needed for the repair. If **you** have an excess, it will be deducted from the claim amount. The remaining amount will be paid out.

#### You decide against having your **craft** repaired?

If the damage can be repaired, but **you** decide against having the damage repaired or the damage has not been repaired properly, **we** will wait with paying out until the damage has been repaired.

#### Has the damage not be repaired within one year?

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

#### Do **you** buy a new **craft** after a write-off?

If **you** buy a new **craft** after a write-off and the purchase price of the new **craft** exceeds the claim amount, **we** will reimburse an additional maximum of 10% of the **current market value** of your **craft** immediately before the **event**, subject to a maximum of 110% of the **sum insured**. **You** must produce documentary evidence of the purchase and purchase price.

#### What is the extent of your excess?

Your excess is stated on the policy sheet.

#### Lower excess

If immediately before the year of the **loss event you** did not submit any claims for a period of multiple consecutive years, the excess will be 20% less for every policy year without claim. This is subject to the following conditions:

- a. the excess can be reduced by a maximum of € 1,250 and;
- b. the minimum excess is € 100.

#### No excess for second boat

What do **we** mean by a second boat?

- a. a jolly boat taken along on or behind the **craft**. The jolly boat may also be equipped with a canvas, and;
- b. has a maximum speed of twenty kilometres per hour, and;
- c. measures a maximum length that does not exceed the maximum width of your **craft**.

In that case, there is no excess.

#### Contents

For certain, special contents **we** pay a maximum reimbursement per **event**. They are:

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

If your policy sheet states an excess, this excess does not apply to special contents.

#### Passengers Insurance

#### How do **we** calculate the payment in the event of permanent disability?

**We** calculate the payment percentage on the basis of the loss (of function) established by the physician. **We** do this on the basis of the payment percentage table in the event of **permanent disability**.

##### a. Full loss (of function)

In the event of a full loss (of function) of one or more body parts or organs listed in the table, the amount **you** will be paid in that case is the percentage of the amount **you** insured for **permanent disability**. This **sum insured** is listed on your policy sheet.

##### b. Partial loss (of function)

In the event of a partial loss (of function) of one or more body parts or organs listed in the table, the amount **you** will be paid in that case is a proportional part of the payment **you** would have received in the event of a full loss (of function).

### c. Other injury

If your **injury** is not listed in the table, the physician will establish the percentage of loss (of function) caused by the **injury** to your body as a whole. The amount **you** will be paid in that case is this percentage of the amount **you** insured for **permanent disability**. This **sum insured** is listed on your policy sheet.

### Payment percentage table in the event of permanent disability

In the event of a full loss (of function) of	the payment percentage is
Power of vision in both eyes	100
Power of vision in one eye	30
Power of vision in one eye, if <b>we</b> already compensated <b>you</b> for the loss of power 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
Large 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 in which a prosthesis is not possible, milk teeth and prostheses excluded	20
All dental elements in which a prosthesis is possible, milk teeth and prostheses excluded	5
The cervical vertebra as a result of whiplash syndrome	5

How do **we** calculate the payment in the event of death?

In the event of death, **we** calculate the payment on the basis of the **sum insured** for death.

This amount is stated on the policy sheet.

How is the payment made?

a. Who do **we** pay?

- **Permanent disability**

In the event of **permanent disability**, we make the payment to **you**, unless **you** assign another person.

**We** call this person the beneficiary. If **you** die before **we** have been able to make the payment for **permanent disability** to **you**, **we** will make the payment to the beneficiary or his or her heirs.

- Death

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

**We** never make a payment to the State of the Netherlands.

b. **We** do not pay more than the **sum insured** for **permanent disability**

During the term of this insurance, **we** do not pay **you** more than the **sum insured** for **permanent disability**.

c. **We** pay interest if **permanent disability** is established at a later time

If the degree of **permanent disability** has not yet been established six months after the accident, then from that moment on **you** will be paid statutory interest on the amount **we** ultimately pay. **We** pay the interest together with the benefit. The interest is set by the government every six months. Further information on the statutory interest can be found on the website of the central government, [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

### Step 5 What other costs do we reimburse?

If the damage is insured, **we** will also reimburse these costs:

#### Costs incurred to prevent or limit the damage

**We** pay the costs incurred for measures that are reasonably required to prevent imminent damage, or to limit the damage **you** have already sustained. It must be clear that the danger was imminent and **you** must be insured for the damage that would have been sustained or that would have aggravated without your intervention. **We** do not reimburse the costs needed to repair the cause of the damage. **We** never reimburse more than the **sum insured** or the maximum reimbursement.

### Costs of salvage charges

**We** pay the salvage charges for your **craft** and **contents** that are reasonably required to prevent imminent damage, or to limit the damage **you** have already sustained. **1** must be insured for the damage that would have been sustained or that would have aggravated without your intervention. **We** will only reimburse these costs if **we** have given our prior approval for this. If **we** did not issue our prior approval, **we** may decide to only reimburse part of the costs.

### Costs of raising and discharge

If a statutory provision/regulation requires **you** to incur costs as you must discharge or raise the **craft** following a loss that is insured, or if **we** decide to raise or discharge in consultation with **you**, **we** will reimburse these costs.

### Costs for transport and security

If your **craft** sustained damage as a result of an insured **event** and the **craft** is unable to reach a local repair shop on its own, **we** will reimburse the damage for necessary transport and security.

### Costs for hiring replacement craft

If your **craft** sustained damage as a result of an insured event and an (emergency) repair is not possible at your current location within two days, **we** will reimburse the costs of:

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

**We** reimburse a maximum of € 350 per day, subject to € 5,000 per **event**.

### Costs of repatriation of the craft and/or boat trailer

**We** pay the costs for the transport of your **craft** and corresponding boat trailer to your **permanent berth**. **We** only reimburse the costs if:

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

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

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

### Costs of repatriation of passengers

If the **craft** is used as a holiday destination or as a means of transport to and/or from the holiday destination and your **craft** can no longer be used for this purpose as a result of an insured **event** and an emergency repair at your current location is not possible within a reasonable term, **we** will reimburse the costs of transporting **you** and your passengers to a location of your choosing in **the Netherlands**, Belgium or Germany. 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. at the end of the holiday trip, the **craft** was to return to a (permanent) berth in **the Netherlands**, Belgium or Germany;
- d. **we** establish in consultation with **you**, in advance, whether repatriation is needed and how this will be effectuated.

**We** reimburse a maximum of € 2,500 per **event**.

### Intermediary services in the event of an unforeseen lack of funds

If an insured **event** leaves **you** short of cash, **we** will provide intermediary services when transferring sufficient funds. **We** will pay for the cost of transferring the funds.

If our intermediary services are unsuccessful, **we** will loan you the deficit. **We** will only provide intermediary services or loan you money if **we** have sufficient security that the money will be repaid. **You** are obliged to repay us the money as soon as possible, but in any case within two months. **We** will loan **you** a maximum of € 5,000 per **event**.

### **Intermediary services when sending parts**

If your **craft** sustained damage as a result of an insured **event** and **you** need parts to repair your **craft** at your current location, **we** will arrange for these parts to be sent to **you**. **We** only do this if these parts are not available at your current location or not available in the short term. The costs of the parts are payable by **you**. **We** will pay for the dispatch and any customs duties.

### **Accident and illness**

If **you** suddenly fall ill or are involved in an accident whilst using the **craft** and **you** need to be transported to a location for medical treatment, **we** will reimburse the costs of transport. **We** reimburse a maximum of € 2,500 per **event**. If there is another insurance or provision that will compensate the damage, **we** will only reimburse the costs not reimbursed by the other insurance or provision.

This is shown in the no-claims table. If **you** made a claim during a policy year and **we** did not pay compensation during the preceding three years, your discount remains unaffected. If **you** submit a second claim during that policy year, your discount is affected. In that case, **you** will receive the same discount **you** are given when having claimed once.

Your policy sheet states your discount percentage and the **premium you** pay.

## **What is a no-claims discount?**

### **How do we calculate your premium?**

When **you** take out the insurance, **we** determine whether **you** qualify for a no-claims discount. **We** will check whether your insurance immediately follows on from a previous insurance and whether **you** claimed. The number of years during which no claim was made corresponds to a discount percentage. This is shown in the no-claims table.

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

### **We did not pay you compensation?**

If **we** did not pay **you** compensation during a policy year and **we** expect not to do so, **you** will receive a higher discount in the next policy year, provided the maximum discount has not yet been reached. This is shown in the no-claims table.

### **We did pay you compensation?**

If **we** did pay **you** compensation during 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 amount of discount depends on the number of claims.

## No-claims table

Years without claim	Corresponding discount percentage	Discount in the next policy year	
		In the event of one claim	In the event of two claims
6 of meer	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:

- a. **We** do not have to pay **you** compensation, nor do **we** expect having to do so.
- b. **We** paid compensation and have been able to recover the full amount from a third party.
- c. **We** are unable to recover compensation or only partially, for the sole reason of us having a claims arrangement in place with another insurer, or **we** paid compensation for only that reason.
- d. **We** only paid a claim for the second boat included under the policy.
- e. **We** only paid a claim for the **contents** onboard an open sailing boat or sloop.

### What are your obligations?

If **you** sustained damage, certain obligations apply. It is important that **you** fulfil these obligations. If **you** fail to fulfil these obligations and **we** have been affected adversely as a result, **we** may decide against compensating your loss, or we may compensate **you** only partially.

#### What are your obligations in the event you sustain damage?

- a. Try and limit the damage as much as possible.
- b. Report the damage as soon as possible.
- c. If **you** are the victim of a criminal act, such as **theft**, **burglary** or **vandalism**, you must report this to your local police immediately.

- d. Allow us to investigate the damage. For this, **we** may engage one or more experts (loss adjustors). If these experts request information from **you**, **you** are obliged to provide that information. Safekeep any documentary evidence in relation to the damage, such as invoices. **We** may ask **you** to produce these during subsequent inspections.
- e. **We** will ask **you** to cooperate in the following cases:
  - **We** are held liable for damage in which your **craft** is (possibly) involved.
  - **We** want to recover the compensation **we** paid to **you** from a third party.  
In that case, **you** are obliged to transfer any claims **you** have against that other party to us, for example by signing a deed.
  - **You** lost your **craft** as a result of an **event** insured under **theft** (e.g. your **craft** has been stolen). In that case, **you** are obliged to transfer the title of your **craft** 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 include those.
- 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 insurances, acts or provisions that cover or compensate the damage, **you** must state which ones they are.
- i. **You** must follow our instructions, or the instructions of persons engaged by us (e.g. experts).

## When does your insurance incept and terminate?

### Policy period

You are insured during the policy period. This period is stated on the policy sheet.

### Cooling-off period

Once you have received the initial policy sheet, you have another fourteen days to decide against taking out the insurance. If you do not want the insurance, you can cancel it. In that case the insurance has never been in place and there is no need for you to pay any costs or premium.

### When can you cancel the insurance?

You can cancel the insurance for various reasons. You are entitled to cancel the insurance in the following cases:

- a. On the expiry date of the first policy period.
- b. After the end of the first policy period. You can cancel the insurance on any day, subject to a notice period of one month.
- c. We adjust the premium and/or conditions, except if we have to do so following a change in the law or legislation.
- d. You have submitted a claim. In that case, you can cancel your insurance up to one month after we have dealt with the claim.
- e. From the day that you no longer reside or that you are no longer situated in the Netherlands.
- f. You or your surviving relatives no longer have any interest in your craft. For example because you have sold your craft, because it is a write-off or because your craft has been stolen.

In all cases, you are insured up to and inclusive of the day on which your insurance terminates.

### When can we cancel the insurance?

We can cancel the insurance for various reasons. We are entitled to cancel the insurance in the following cases:

- a. On the expiry date of the policy period, subject to a notice period of two months.
- b. From the day that you no longer reside or that you are no longer situated within a Member State of the European Union.
- c. You or your surviving relatives no longer have any interest in your craft. For example because you have sold your craft, because it is a write-off or because your craft has been stolen.

- d. We did not receive the premium within the term set to that end, or you refuse to pay the premium.
- e. In the event of fraud.
- f. We think the risk is unreasonably high or unacceptable to us. The number of claims submitted by you can play a role therein.
- g. Following notice of a claim. In that case, we can cancel the insurance up to one month after we have dealt with the claim, subject to a notice period of two months.
- h. We have discovered that you failed to fulfil your duty of disclosure when taking out the insurance. This applies if you acted with intent to mislead us, or if we would have decided against the insurance if we had been aware of the truth. In that case, we can cancel the insurance within two months of discovering this.
- i. The damage is not covered as the exclusion 'sailing under the influence' applies.
- j. 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 insurance. In cases d to j, you are insured up to the day on which we cancel your insurance.

## What other agreements are there?

Your insurance is governed by Dutch law. In these policy conditions, 'damage' includes costs, emergency assistance, legal assistance or other payment.

### What if other insurances, laws or provisions also provide cover?

If there is another insurance, law or provision that will compensate the damage and would do so if your insurance with us had not been in place, we will only compensate the damage not reimbursed by the other insurance, law or provision. We only compensate the damage insofar as this exceeds the excess on this policy. This provision does not apply to Passengers Insurance.

### How do we handle terrorism damage and national and international legislation?

Limited reimbursement in the event of terrorism damage

If the damage has been caused by a terrorist attack, less or no compensation may be given.

In that case, **we** and **DAS** only compensate damage insofar as the Dutch Terrorism Reinsurance Company (NHT) insures this. Further information on this can be found in the clauses sheet and the claims handling Protocol of the NHT. These documents can be found on [www.terrorisneverzekerd.nl](http://www.terrorisneverzekerd.nl).

**Extinction of rights in the event of late notification**  
If **you** report the damage two or more years after the NHT has ruled that the event involves terrorism damage, all rights to compensation lapse.

#### National and international laws and legislation

If certain laws and legislation prohibit us from insuring **you** from a certain date, the insurance will cease to be effective from that date. If certain laws and legislation prohibit us from compensating **you** from a certain date, no compensation will be paid from that date. If certain laws and legislation prohibit us from compensating specific third parties from a certain date, no compensation will be paid to these third parties from that date. Laws and legislation are understood to mean all national or international (sanctions) laws and legislation.

#### When can we adjust the premium or conditions?

**We** may have to change the **premium** and/or conditions of your insurance. For example by increasing the **premium** or adjusting or limiting the reimbursement. **We** do this for all insurances of the same type. **We** can change the **premium** and/or conditions at renewal or mid-term. If **we** decide to do so, **we** will notify **you** by letter or e-mail, in advance.

#### Adjustment in the event of renewal of your insurance

When your insurance is renewed, **we** can change the **premium** and/or conditions. The changes will commence on the first day of the new policy period.

#### Adjustment during the term of the insurance

**a.** It is in everyone's interest that **we** continue to be able to meet our obligations under this insurance (also in the future). In special circumstances, there may be a need for us to change the **premium** and/or conditions mid-term, affecting all our insured under this insurance. This is because sometimes a change cannot wait until the insurance will be renewed. For example, as otherwise **we** would be subject 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** ensure that the change in premiums and/or conditions is kept to a minimum.

**b.** **We** can also make a mid-term change to only your **premium** and/or conditions. **We** do this if **you** submit (too) many claims or if the risks **you** are exposed to change.

**c.** If we change the premiums and/or conditions mid-term, **we** will of course always notify **you** in advance. **We** will send **you** a letter or e-mail explaining exactly why **we** believe the mid-term change is needed, what **we** will be changing and when this change will come into force.

#### What if **you** do not agree with the changes?

If **you** do not agree with the changes, you may cancel the insurance. **You** can cancel the insurance by sending us a letter or e-mail stating that **you** want to cancel. **You** have to do this within thirty days of the date on which the changes came into effect. Your insurance will be cancelled with effect from that date. If **you** do not send us a letter or e-mail within the thirty-day term, the changes also apply to **you**.

#### **You** cannot always cancel the insurance in the event of a change

If **we** need to change the **premium** and/or conditions following a change in the law or legislation, **you** are not entitled to cancel the insurance.

#### When do your rights under the insurance become barred or when do they expire?

If **you** want to exercise your right to compensation, it is important that **you** notify us within a certain time period. Failure to do so may result in your rights becoming barred. Your rights can also lapse if **you** fail to fulfil the obligations under the insurance, or in the event of fraud.

#### When do your rights become barred?

Your right to compensation becomes time-barred three years after:

- a.** the damage was sustained. **We** count from the moment that **you** were aware of the damage or could have been aware of this. **You** must report the damage to us within the stated term.
- b.** **we** have rejected your request for this by letter or e-mail.

#### 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 constitute a justification for your rights to lapse.

- b. if **you** fail to fulfil the obligations under the insurance (regardless of any damage), but only if this has affected us adversely.

#### Legal Assistance

If Legal Assistance is no longer included under the policy, **you** can no longer derive rights from it.

This does not apply if the dispute:

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

If **you** cancel the insurance or Legal Assistance cover whilst receiving assistance from **DAS** in the event of 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.

##### If **you** fail to pay the initial **premium**

When taking out the insurance, **you** must ensure that **we** receive the initial **premium** in time, i.e. within thirty days of the date on the policy sheet. If **we** do not receive the **premium** within the stated term, **you** are not insured. In that case, **you** can no longer derive any rights from the insurance, with effect from inception.

##### Note

that **we** are not obliged to send **you** a demand in that situation.

##### If **you** fail to pay subsequent premium instalments

In the following cases our obligations are suspended, also if **we** renew the insurance.

##### Have **you** failed to pay in time?

If **you** fail to pay the second and/or subsequent premium instalments (renewal premium) in time, **you** will receive a demand. If **you** continue to fail in the fulfilment of your payment obligations, **you** will no longer be insured from the fifteenth day of the demand for **events** taking place from that day onward.

##### Do **you** refuse to pay?

If **you** refuse to pay the second and/or subsequent premium instalments, **you** will no longer be insured for **events** taking place from the premium due date.

##### **We** can cancel your insurance

If **you** failed to pay the **premium** and **you** are therefore no longer insured, our obligations are suspended. In that case, **we** are entitled to cancel the insurance.

**You** will be notified thereof by letter. In addition, **we** may decide to have your details registered in (warning) registers. **You** continue to be obliged to pay the **premium** you have not yet paid. It is possible that your insurance is part of a package of insurances. **You** pay one total premium for this package. If **you** only pay part of the total **premium**, we will assume that **you** have part-paid the premiums of all your insurances. Therefore, all your insurances will be suspended in that case. This does not apply if **you** indicate with the payment what insurance(s) the premium is intended for and the payment suffices for the insurance(s). In that case, cover for this/these insurance(s) continues, whereas the other insurance(s) will be suspended.

##### Your insurance will be reinstated once **we** have received all **premiums**

If **we** suspend your insurance for reasons of non-payment, you continue to be obliged 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 appears that the insurance was suspended or cancelled prior to that **event**, **we** will be entitled to claim back all compensation paid.

##### Setoff and repayment of **premium**

If **you** or **we** cancel the insurance mid-term, **we** will refund **you** the **premium** for the term that insurance was no longer in place. If in retrospect it appears that **we** have not been 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 methods of payments

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 insurance, and when **we** renew the insurance. **You** are obliged to ensure that your bank account holds

sufficient funds. Your bank processes the premium payment. **You** have instructed your bank to this end and opted for a method of payment. The rules applicable to this method of payment can be requested from your bank.

## Complaints

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

- a. If **you** have a complaint, **you** can in first instance contact the relevant department. If **you** are unable to reach agreement, **you** can submit your complaint to the management board of Nationale-Nederlanden Schadeverzekering Maatschappij N.V., PO Box 93604, 2509 AV Den Haag, the Netherlands. Our complaints procedure explains how. The complaints procedure can be found on [nn.nl/Contact/Klachten-als-wij-niet-aan-uw-verwachting-voldoen-1.htm](https://nn.nl/Contact/Klachten-als-wij-niet-aan-uw-verwachting-voldoen-1.htm).
- b. If your complaint to our management board has not been resolved to your satisfaction, **you** can submit a complaint about us to the Financial Services Complaints Tribunal (KIFID). **We** are a member of the KIFID: PO Box 93257, 2509 AG The Hague, the Netherlands. Telephone (from within the Netherlands) 0900 355 22 48. Further information can be found on [www.kifid.nl](https://www.kifid.nl).

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

- a. If **you** are not satisfied with the handling of your dispute, it is important to discuss this with your legal specialist at **DAS** as soon as possible. He or she will examine the possibilities with **you** in order to remove your objections. If **you** are dissatisfied, **you** can contact a supervisor at **DAS**. Staff of the **DAS** Service Centre can bring **you** into contact with a supervisor. The Service Centre can be reached by calling telephone number +31 (0)20 651 88 88.
- b. If the consultation with your legal specialist or the manager does not lead to a solution, or if **you** have a complaint about an expert engaged by **DAS**, but not employed by **DAS**, **you** can submit a complaint to the **DAS** management board. The **DAS** complaints procedure explains how. The complaints procedure can be found on [www.das.nl](https://www.das.nl).
- c. If your complaint to the **DAS** management board has not been resolved to your satisfaction, you can submit a complaint about **DAS** to the Financial Services Complaints Tribunal (KIFID). **DAS** is a member of the KIFID: PO Box 93257, 2509 AG The Hague, the Netherlands. Telephone (from within the Netherlands) 0900 355 22 48. Further information can be found on [www.kifid.nl](https://www.kifid.nl).

## What do we do with your data?

**We** (or an authorised broker if **you** took out the insurance through this broker) and **DAS** process personal and business details. **We** and **DAS** do this responsibly as far as necessary in order to achieve the company objectives.

How do **we** and **DAS** handle 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 wording of the Code of Conduct can be consulted via the website of the **Dutch Association of Insurers**, on [www.verzekeraars.nl](https://www.verzekeraars.nl). Alternatively, **you** can ask for a copy of the Code of Conduct from the **Dutch Association of Insurers**, PO Box 93450, 2509 AL The Hague, the Netherlands. The telephone number is +31 (0)70 333 87 77.

**DAS** only receives your personal data to establish whether **you** are entitled to assistance. This happens the moment **you** ask **DAS** for assistance. **DAS** may only maintain contact with **you** regarding the handling of your dispute. If **you** want another person to be in contact with **DAS** regarding your conflict, or if **you** want **DAS** to provide information regarding your dispute, **you** need to sign an authorisation. This allows **DAS** to provide the other person with information on the assistance **you** receive from **DAS**. This approval needs to be granted for every dispute separately.

External processing of personal data at Stichting CIS  
If **you** take out or change an insurance contract, **you** provide us with information. When **you** notify us of a claim, **you** also provide us with information. Stichting CIS (Central Information System Foundation) of insurance companies operating in **the Netherlands** records this information in its database and processes it. Stichting CIS is situated at Bordewijklaan 2, 2591 XR The Hague, the Netherlands. As part of a responsible acceptance policy, **we** consult your data held at Stichting CIS. The objective of this is to control risks and combat fraud. This registration is subject to the Stichting CIS privacy regulations. For further information, go to [www.stichtingcis.nl](https://www.stichtingcis.nl). Here **you** can also find the applicable privacy regulations.

### What do we do in the event of fraud?

**We** assume **you** inform us correctly and in full. If **you** deliberately fail to do so or if **you** do so with intent, **you** commit fraud. For example if **you** send us incorrect information when applying for insurance or if **you** request us or **DAS** for compensation. **We** or **DAS** will start an investigation in the event of indications of **you** committing fraud. When conducting this investigation, **we** and **DAS** comply with the Code of Conduct of the **Dutch Association of Insurers** (see [www.verzekeraars.nl](http://www.verzekeraars.nl)) and the guidelines of NN Group.

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

- a. cancel the insurance. **We** can also cancel other insurances, loans and accounts **you** have with NN Group;
- b. stop (further) compensation or decide against compensating in full. Except if the fraud does not justify your right to (full) compensation to lapse;
- c. decide that **you** must repay previous compensation, the costs in relation to this and the costs of the investigation;
- d. report to the police;
- e. register your data in internal and external (warning) systems, such as the database of Stichting CIS and the Financial Institutions Incident Warning System (IFI). IFI is a register used by banks and insurers to combat fraud. When doing so, **we** comply with the Financial Institutions Incident Warning System Protocol. This protocol has been approved by the Dutch Data Protection Authority (CBP).

All these measures ensure that **you** do not pay too much due to others handling their insurance, loan or account incorrectly. If you want to find out more about our fraud policy, please visit [nn.nl/Fraudebeleid](http://nn.nl/Fraudebeleid).

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

If **you** take out the insurance with us, **we** will ask **you** a number of questions. **We** do this to assess the risk **you** want to insure. **We** enter into the insurance contract based on the answers **you** give. It is important that **you** answer the questions correctly and fully. **You** are also obliged to notify us of the relevant facts and circumstances regarding persons who are also insured under this insurance, in accordance with Title 17, Book 7 of the Dutch Civil Code. If **you** have provided us with incorrect or incomplete information, **you** must immediately supply us with the correct and complete answers.

Subsequently, **we** will assess the new situation. **You** will only be insured in the new situation when confirmed by us in writing. It must be clear from this confirmation whether or not **we** wish to continue the insurance. And if so, subject to which conditions.

If **you** failed to immediately notify us in the event incorrect or incomplete answers have been given, **we** may decide that:

- a. the insurance will be cancelled, and/or;
- b. **you** have no or less rights to compensation.

The same applies if **we** discover that incorrect or incomplete answers have been given after **we** have renewed the insurance contract.

#### Note

**You** can only derive rights from information which **we** confirmed to **you** by letter or e-mail. For example statements and confirmations as to what **you** have insured with us.

## Glossary

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

### Alternative or banned use

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

### Nuclear reaction(s)

Every nuclear reaction involving the 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 singing, melting, charring, heating and scorching.

### Current market value

The **new value** of your **craft** reduced by the depreciation, e.g. as a result of age, **wear and tear** and previous damage sustained.

### DAS

The legal assistance is provided by DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V. Wherever these policy conditions state 'DAS', reference is made to 'DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V.'

We guarantee that DAS fulfils the obligations in these conditions.

The visiting address of DAS is:

Entree 222, 1101 EE Amsterdam, the Netherlands

The postal address of DAS is:

PO Box 23000, 1100 DM Amsterdam, the Netherlands

### Delamination

The process involving the various layers that form e.g. the ship's hull or deck, becoming disconnected.

### Theft

A person taking your **craft**, 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 or related incidents that share a common cause.

### Inherent defect

A cause that is inherent to your **craft** or part of your **craft**. The **craft** or relevant part does not perform in a manner which can be normally expected from that **craft** or that part. 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 **craft** has been seized or claimed by a government authority, the insurance does not apply for the period during which **you** have lost the disposal of your **craft** as a result thereof.

### Contents

All moveable property used onboard your **craft**, but only if it the designated use of the **craft** is recreational.

'Moveable property' is property that can be moved, such as crockery and cutlery, linen and clothing.

Contents do not include:

- a. money, securities, bank-guaranteed cheques, bank cards and traveller cheques.
- b. telecommunications and optical equipment. Except if **you** use this equipment as navigational equipment. In that case, they are deemed part of the contents;
- c. valuable items such as jewellery, glasses, watches and photo/video equipment;
- d. motor vehicles, including mopeds and motor scooters.

### Burglary

Someone gaining unlawful access to your **craft** by disabling 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 temperatures in excess of their design load, thereby causing damage.

**Injury**

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

**Evident negligence**

**You** are culpable to the damage arisen, either intentionally or unintentionally. Your evident negligence is intentional if **you** are aware that there is a considerable risk of damage, but **you** think the damage will not materialise. Your evident negligence is unintentional if **you** are unaware of the fact that there is a considerable risk of damage.

**Minimum Interest (only if Legal Assistance is included under the policy)**

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

**Wilful damage**

Organised violence as described in the Financial Supervision Act.

**We** adhere to this description. Summarised, wilful damage is deemed to exist in the event of 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 commotion occurring in different places.

**Surviving relatives (only if Passengers Insurance is included under 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 winds 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 **craft**.

**The Netherlands**

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

**New value**

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

**Intent or approval**

An intentional (unlawful) act or omission by **you** aimed at an individual or a piece of property. The damage is not insured, even if **you** approved of the damage being caused.

**Osmosis**

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

**Premium**

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

**Legal costs**

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

**Repair costs**

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

**Residual value**

The **current market value** of your **craft** immediately after the **event**.

### **Recklessness**

**You** have acted recklessly, either with or without intent. **You** are reckless with intent if **you** are aware that there is a considerable risk of damage, but **you** think the damage will not materialise. **You** are reckless without intent if **you** are unaware of the fact that there is a considerable risk of damage.

### **Damage 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 craft**

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**, i.e. the (legal) entity who has taken out the insurance. Included under the policy are:

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

If Legal Assistance is insured, the policy further includes:

- The surviving relatives of these insured, subject to them being able to recover the living costs from the liable party, in accordance with Article 6:108 of the Dutch Civil Code. They will receive legal assistance from **DAS** for this.

The persons who are included under this boat insurance are subject to the same rights and obligations as you. Where these policy conditions state '**you**' or '**your**', that provision 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.

### **Craft**

Your craft, as described on the policy sheet, including:

- standard equipment and accessories. For example **nautical equipment** and tools onboard your craft;
- the **propulsion system** stated on the policy sheet;
- the second boat.

### **What do we mean by a second boat?**

- a jolly boat taken along on or behind the craft. The jolly boat may also be equipped with a canvas, and;
- has a maximum speed of twenty kilometres per hour, and;
- measures a maximum length that does not exceed the maximum width of your craft.

### **Sailing under the influence**

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

### **External contingencies**

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

### **Vandalism**

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

### **Permanent berth**

The harbour, marina or other location where the **craft** is moored when not used for sailing.

### **Dutch Association of Insurers**

An interest group of insurers. See also [www.verzekeraars.nl](http://www.verzekeraars.nl).

### **Embezzlement**

A person unlawfully appropriating your **craft**. This involves a person who first used your **craft** with your approval, by virtue of a legal relationship (e.g. on loan).

### **Leasing**

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

### **Sum insured**

The amount stated on the policy sheet.

### **Propulsion system**

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

- a. the engine with reversal system;
- b. the drive, consisting of the propeller, propeller shaft and propeller shaft connection;
- c. the cooling, 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 act as non-life insurer. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is a trade name of Nationale-Nederlanden Schadeverzekering Maatschappij N.V. Wherever these policy conditions state 'Nationale-Nederlanden', 'we' or 'us', reference is made to 'Nationale-Nederlanden Schadeverzekering Maatschappij N.V.', trading under the name of Nationale-Nederlanden Schadeverzekering Maatschappij N.V.:

The visiting address of Nationale-Nederlanden Schadeverzekering Maatschappij N.V. (Team Boot Insurances) is:  
Prinses Beatrixlaan 35, 2595 AK 's Gravenhage, the Netherlands

The postal address of Nationale-Nederlanden Schadeverzekering Maatschappij N.V. is:  
PO Box 93604, 2509 AV Den Haag, the Netherlands

This insurance is subject to the policy terms and conditions and to Dutch law, except where mandatory international legislation needs to be taken into account. We have translated the policy terms and conditions for your convenience. In the event of discrepancies in meaning between the translation and original text, the Dutch version will take precedence. For further information, please visit [www.nn.nl/bootverzekering-voorwaarden](http://www.nn.nl/bootverzekering-voorwaarden).