

Car Insurance Conditions - Third-Party Extra

1. WHO ARE INSURED?

The insurance applies to all people listed below.

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

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

2. WHAT IS THE TERRITORIAL SCOPE OF THE INSURANCE?

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

3. WHAT ARE YOU INSURED FOR?

Damage caused by your car and for which you are to blame.

In that case, we insure:

- a. Damage caused by your car to third parties.
- b. Injury to the driver of your car
- c. Damage caused by a trailer towed by your car to third parties.
The trailer must form part of a traffic situation when causing the damage.
Examples of trailers include full or folding trailers and caravans.
- d. Damage suffered by others as a result of a car object you tow.
Provided you complied with all regulations.
- e. Damage caused by your car to another car of you.
Provided this damage is not covered elsewhere.
- f. Damage to third parties as a result of a load falling from your car.
- g. Collision damage to your car caused by an uninsured driver and/or hit & run incident, subject to a maximum of ANG. 10,000,- in both instances.
Only if the license plate and/or perpetrator is known.

Damage to family motor vehicle:

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

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

Unless a different insurance policy can be invoked.

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

**3. WHAT ARE YOU
INSURED FOR?****Write-off:**

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

**4. WHAT DAMAGE IS
EXCLUDED?**

This liability insurance never reimburses damage:

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

**5. WHAT ARE YOUR
DEDUCTIBLES?**

Your deductible is ANG. 0,- for third-party damage.
Your deductible is ANG. 250,- for bodywork damage.

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

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

6. RECOVERABLE DAMAGE OR LOSS

In the cases below, we will at all times claim back the damage we have to reimburse, from you.

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

7. WHAT DO WE MEAN BY...**a. No-claim years**

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

b. Main driver

The person usually driving the car.

c. Current market value

The new-for-old value, minus a sum for depreciation due to aging and/or wear and tear.

d. New-for-old value

The amount needed to purchase the same or similar items.

e. Replacement value

The amount needed to replace your items by similar items.

f. Write-off

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

g. Car

Passenger car for private use.

DISCOUNT & SURCHARGES

Step	Current premium %	Without claims to step	1 claim to step	2 claims to step
22	20	22	17	17
21	25	21	16	15
20	25	20	15	13
19	25	19	14	11
18	30	19	13	11
17	30	18	12	9
16	30	17	9	5
15	35	16	8	5
14	35	15	7	4
13	35	14	6	3
12	40	13	5	2
11	40	12	4	1
10	45	11	3	1
9	45	10	3	1
8	50	9	3	1
7	65	8	3	1
6	80	7	3	1
5	90	6	2	1
4	95	5	2	1
3	100	4	2	1
2	110	3	1	1
1	120	2	1	1

TRANSPORT CLAUSE

Specifically, if it appears that the damage incurred to the insured motor vehicle cannot be repaired or entirely repaired on the island, the cost of transport will be wholly for policyholder's account.

PARTS UNAVAILABLE

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

**EXCLUSION
AIRPORT RISK**

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

DUTY TO REPORT AND REGISTER A TRAFFIC ACCIDENT

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

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

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

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

Failure to meet the above requirement may harm the insurer's interests.

**SANCTION LIMITATION
AND EXCLUSION CLAUSE**

1. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions in national or international laws or regulations
2. Excluded from insurance are the (financial) interests of individuals, companies, governments and other entities in respect of which the insurer(s) is (are) not allowed to insure those interests in accordance with national and international law or regulations.
3. Excluded are damage and/or loss to items of property in which may not be traded under national or international law or regulations.