Special Conditions 2003
Liability Insurance
for private individuals 2-07

The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of the Netherlands shall apply.

The Shared Conditions and the Special Conditions form a whole. In the event of any conflict between these, the Special Conditions shall prevail.

Article 1 Definitions

The insured
If the schedule states that the insurance covers the insured, the term insured shall include:
- the policyholder, being a single person
- their houseguests, to the extent that their liability is not insured elsewhere
- domestic staff, to the extent that their liability relates to work carried out on behalf of the policyholder.

The co-insured
If the schedule shows that the insurance also covers other persons, the term insured shall include:
- the policyholder
- his/her spouse or registered partner
- any persons living with them as part of the family unit, as well as
- their minor children
- their unmarried adult children living at home, or living away from home for the purpose of their studies
- their grandparents, parents, parents-in-law or other unmarried relatives by blood or marriage, who are living with them
- their houseguests, to the extent that their liability is not insured elsewhere
- their domestic staff, to the extent that their liability relates to work done for the policyholder.

Loss or damage:
Personal injury: injury or impairment of the health of persons, whether or not resulting in death, including all loss or damage resulting from this.
Property damage: damage, destruction or loss of the property of persons other than the insured, including all loss or damage resulting from this.

Article 2 Description of the cover

2.A Scope of the cover
The insurance covers the liability of the insured as private individuals worldwide for loss or damage caused or arising during the insurance, to a maximum for all of the insured together of the insured sum per incident stated on the policy schedule.

Liability related to the carrying on of a business or profession, whether as a main occupation or sideline, or paid manual work, is not covered. This limitation does not apply to:
- domestic staff carrying out their duties
- the children referred to in Article 1 when working for persons other than the insured during holidays, free time, periods of study or work experience, whether or not for payment, unless this liability is covered by any other insurance.
Claims brought by the employer and/or the employer’s legal successors are excluded from this insurance.

2.B Extensions
2.B.1 Relations between the insured
The liability of the insured to one another is covered only to the extent of personal injury suffered by the insured in question, where they have no claims on any other grounds in respect of the incident.
The liability of an insured person to domestic staff for property damage is also covered.

2.B.2 Legal expenses and statutory interest
In addition to the insured sum, compensation will be paid for:
- the costs of legal proceedings taken with the approval of or at the request of the insurer, and legal assistance provided on its instructions
- statutory interest on the loss or damage covered.

2.B.3 Provision of security
Where a public authority demands the provision of a sum as security to protect the interests of those suffering loss in connection with loss or damage covered under this insurance, the insurer shall provide this security up to EUR 50,000. The insured shall be obliged to put the sum provided as security at the disposal of the insurer as soon as it is released, and also to provide full cooperation in order to obtain repayment.

2.B.4 Immovable property
With respect to immovable property, the insurance covers the liability of an insured person as the owner of:
- premises occupied by that insured, with any appurtenant buildings, even where partly let
- premises, with any appurtenant buildings, purchased for occupation by the insured and no longer occupied by the insured, or not yet occupied by the insured, for a period of up to two years after the insured leaves or acquires the premises
- a second home, holiday home, mobile home or allotment garden chalet, situated in Europe, providing the accommodation is not exclusively used for letting.
The term premises shall also include a moored houseboat. Other liability in connection with the construction, exploitation, possession or ownership of immovable property, except for occasional letting, is excluded from this insurance.

2.B.5 Favours
Where the loss or damage is connected with work done without reward by way of a favour, the liability shall be assessed without taking this circumstance into account.
Where such a claim is allowed, a maximum of EUR 25,000 per incident will be paid for all parties suffering loss together.
Where the party suffering loss can claim payment on other grounds, that claim shall first be deducted.
No compensation shall be paid if the party claiming is not a natural person directly involved in the incident or such a person’s surviving relative.

2.C Exclusions

2.C.1 Deliberate act
The insurance shall not cover the liability:
- of an insured person for loss or damage caused by or arising out of a deliberate unlawful action or omission by him directed against a person or thing
- of an insured person belonging to a group, for loss or damage caused by or arising out of a deliberate unlawful action or omission by one or more persons belonging to the group, directed against a person or thing, even where the insured person did not personally act or fail to act in this way.

Such unlawful action or omission shall not be considered not to be deliberate merely because the insured, or where the insured was one of a group, one or more of the group, were under the influence of alcohol or other substances to such an extent that they were not in control of their actions.

2.C.2 Sexual conduct
The insurance shall not cover the liability:
- of an insured person for loss or damage caused by or arising out of his/her sexual conduct of whatever nature, including conduct with a sexual aspect
- of an insured person belonging to a group, for loss or damage caused by or arising out of the sexual conduct of whatever nature, including conduct with a sexual aspect, of one or more persons belonging to the group, even where the insured did not personally behave in this way.

2.C.3 Items in the insured’s possession
The insurance shall not cover liability for loss or damage:

2.C.3.1 to items in the possession of an insured person or someone else on behalf of the insured:
- under a hire, hire purchase, leasing, long lease, tenancy or pledge agreement or right of usufruct (including a right of use and occupation)
- for carrying on a business or profession, whether as a main occupation or sideline
- for doing paid manual work

2.C.3.2 to items wrongfully in the possession of an insured person. This shall not apply if the insured is under 14 years of age, unless an insured person aged 14 or more also has possession of the relevant item.

2.C.3.3 to motor vehicles, caravans or mobile homes, folding trailers, motorboats or sailboats (including sailboards) and aircraft in the possession of an insured person or another person on his/her behalf

2.C.3.4 consisting of or resulting from the loss or theft of money, monetary instruments, bank or giro cards, debit, credit or chip cards in the possession of an insured person or another person on his/her behalf.

This exclusion shall not apply to the liability of an insured person for loss or damage:

2.C.3.5 caused by fire, fire extinguishing or explosion at premises occupied by the insured within the Netherlands, for which the insured is liable as a tenant, or to items on the premises, to the extent that the insured is not the owner, holder or purchaser of these, to a maximum of EUR 75,000

2.C.3.6 caused by fire, fire extinguishing, or explosion at premises used by the insured for holiday purposes, or to the contents of the premises where these do not belong to one of the insured

2.C.3.7 caused with or by an aerial installed on premises rented by the insured for his/her own occupation, to the extent that there is loss of or damage to those premises and the insured is liable for this as tenant.

Other cases of liability for loss of or damage to items in the possession of an insured person, other than as stated in Articles 2.C.3.1 to 2.C.3.4 are insured to a maximum of EUR 25,000 per incident.

2.C.4 Motor vehicles
The insurance shall not cover liability for loss or damage caused with or by a motor vehicle which an insured person owns, has in his/her possession, holds, drives or uses.

This exclusion shall not apply to the liability of an insured person:

2.C.4.1 as a passenger in a motor vehicle; the provisions of Articles 2.B.1 (Relations between the insured) and 2.C.3 (Items in the insured’s possession) shall remain in full force

2.C.4.2 for loss or damage caused by domestic staff with or by a motor vehicle not owned or in the possession of any of the other insured persons

2.C.4.3 for loss or damage caused with or by motorised mowers, children’s toys and similar objects, provided these cannot exceed a speed of 10km per hour, or remote-controlled model cars

2.C.4.4 for loss or damage caused by joyriding in a motor vehicle, provided the person causing this is under 18.

Joyriding shall mean any use of a motor vehicle unauthorised by the owner, holder or authorised driver, without the intention of appropriating the motor vehicle.

Liability for loss or damage in the event of theft or misappropriation of the motor vehicle remains excluded.

When joyriding is not accompanied by the use of violence, this cover shall not apply if liability insurance has been arranged for the motor vehicle.
Notwithstanding the provisions of Article 2.C.3 (Items in the insured’s possession) the cover shall also include liability for loss of or damage to the vehicle used by the joyrider, to a maximum of EUR 12,500 per incident. This cover shall not apply if an insured person is the owner, holder or authorised user of the relevant motor vehicle.

The cover described in Articles 2.C.4.1 to 2.C.4.3 shall not apply to the extent that the liability is covered by any other insurance.

2.C.5 Boats
The insurance shall not cover liability for loss or damage caused with or by a boat.

This exclusion shall not apply to liability for loss or damage caused:

2.C.5.1 with or by rowing boats, canoes, sailboards, sailboats with a sail area of up to 20m² or remote-controlled model boats, unless these are equipped with an outboard or other motor with a capacity of over 3kW (approximately 4hp)

2.C.5.2 by the insured as a passenger in a boat; the provisions of Articles 2.B.1 (Relations between the insured) and 2.C.3 (Items in the insured’s possession) shall remain in full force

2.C.5.3 during joyriding in a boat, provided the person causing the loss or damage is under 18.
Joyriding shall mean any use of a boat unauthorised by the owner, holder or authorised user, without the intention of appropriating the boat.
Liability for loss or damage in the event of theft or misappropriation of the boat remains excluded. When joyriding is not accompanied by the use of violence, this cover shall not apply if liability insurance has been arranged for the boat.
Notwithstanding the provisions of Article 2.C.3 (Items in the insured’s possession) the cover shall also include liability for loss of or damage to the boat used by the joyrider, to a maximum of EUR 12,500 per incident. This cover shall not apply if an insured person is the owner, holder or authorised user of the relevant boat.

The cover described in Articles 2.C.5.1 to 2.C.5.3 shall not apply to the extent that the liability is covered by any other insurance.

2.C.6 Aircraft
The insurance shall not cover the liability of an insured person for loss or damage caused with or by an aircraft, model aircraft weighing 20kg or more, target aircraft, parachute glider, static balloon with an area of over 1.5m², airship, model rocket or balloon with a diameter of over 1m when fully inflated.

This exclusion shall not apply to liability for loss or damage caused:

2.C.6.1 by the insured as a passenger in an aircraft; the provisions of Articles 2.B.1 (Relations between the insured) and 2.C.3 (Items in the insured’s possession) shall remain in full force

2.C.6.2 by hang-gliding, parasailing or parachuting.

The cover described in Articles 2.C.6.1 and 2.C.6.2 shall not apply to the extent that the liability is also covered under other insurance.

2.C.7 Weapons
The insurance shall not cover the liability of an insured person for loss or damage caused in connection with the possession or use of:

2.C.7.1 weapons within the meaning of the Weapons and Munitions Act (Wet Wapens en Munitie) for which the insured does not have a licence

2.C.7.1 firearms while hunting.

2.C.8 Nuclear reactions
as defined in the Shared Conditions.

2.C.9 Acts of war
as defined in the Shared Conditions.

2.C.10 Permanent residence no longer in the Netherlands
The insurance does not cover the liability of an insured person no longer permanently resident in the Netherlands, providing that in such cases, the insurance shall end, notwithstanding the provisions of the Shared Conditions, 30 days after departure.

The insurance shall however remain fully in force in relation to any insured children who are not residing in the Netherlands in connection with their studies.

Article 3 Claims

3.A Loss assessment
The insurer shall take on the task of assessing the loss and settling the claim. It shall be entitled to compensate parties suffering a loss directly and to reach settlements with them.

3.B Admission of liability
The insured must refrain from doing anything that could be construed as an admission of liability.

Article 4 Optional provisions

The provisions in this Article shall only apply where this is stated on the policy schedule.

1 Voluntary excess of EUR 100
An excess of EUR 100 per incident shall apply to all damage to property.

2 Voluntary excess of EUR 175 for children
An excess of EUR 175 per incident shall apply to all property damage caused by any children of the policyholder.

Article 5 Changes to the insured
The policyholder shall be obliged to notify ABN AMRO Verzekeringen of any changes to the composition of the family within two months of the change.