



## Special 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 issued by the tax office);
- The person in possession of the car with your permission, but who does not use it for personal/private use: e.g. a car mechanic;
- The driver of the car (someone driving the car with your permission);
- People traveling along in the car.

### 2. WHERE ARE YOU INSURED?

The insurance applies in Aruba, Curaçao, 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 responsible.

In that case, we insure:

- Damage caused by your car to third parties;
- Injury to the driver of your car;
- 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. Only if stated cover on your policy schedule;
- Damage suffered by others as a result of a car object you tow.  
Only if you were in compliance with all applicable regulations;
- Damage caused by your car to another car of yours.  
Only if this damage is not covered elsewhere;
- Damage to third parties as a result of a load falling from your car;
- 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:

- The damage was caused by the fault of the actual driver;
- 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?****Total Loss**

If your car is declared a total loss, 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 will set off the annual premium balance when damage is incurred.

**4. WHAT DAMAGE IS EXCLUDED?**

Under this liability insurance we will not reimburse the following damages:

- As a result of a defect, wear and tear or poor maintenance;
- As a result of faulty parts or a faulty construction;
- To a car or other object that was towed by your car;
- To a load or luggage that was transported with the car;
- During loading and unloading;
- During official and non-official (race) competitions in which the car was used;
- During hiring, leasing or use of the car as a taxi or bus;
- Caused by people driving your car without permission;
- 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;
- As result of/to illegal accessories;
- To equipment that is not built-in (including theft and loss);
- If the inspection card is not in the name of the policyholder;
- If you caused damage intentionally or as a result of recklessness, or if this was caused with your permission;
- Because the car is (temporarily) unavailable to you;
- Because the car dropped in value after having sustained damage, despite having been repaired. (In the event of a total loss, the loss adjuster determines the value after having been written off);
- Because of other indirect loss as a result of damage (following an accident);
- Whilst the car is seized;
- As a result of special arrangements, such as warranty, indemnification or penalty clauses;
- 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;
- If the driver was unfit to drive motor vehicles to the extent that this would have been prohibited under law or by the authorities;
- 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;
- To goods (including fencing) that belong to the insured, were in the possession of the insured or that were transported with the vehicle;
- If driver fell asleep.

**5. WHAT ARE YOUR DEDUCTIBLES?**

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

Your deductible is 1% of the catalog value with a minimum of ANG. 250.-.

**5. WHAT ARE YOUR DEDUCTIBLES?**

If the driver of the motor vehicle is under 23 of age 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 any reimbursed damages 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 coverage 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...****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.

**Main driver**

The person usually driving the car.

**Current market value**

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

**New-for-old value**

The amount needed to purchase the same or similar items.

**Replacement value**

The amount needed to replace your items by similar items in new condition.

**Total Loss**

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.

**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**

It is specifically agreed that, in the event 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 the policyholder's account.

**PARTS UNAVAILABLE**

If it is determined after the damage incurred to the insured motor vehicle, that the required part(s) is/are not available, the additional costs for repair (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**

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

- For Curaçao, ForenSys tel. 199, for further assistance;
- 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);

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

**DUTY TO REPORT**

Failure to meet the above requirement may harm the insurer's interests and may result in loss of rights under this policy.

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**DISCLAIMER**

Great care has been taken in translation of these conditions. However, in the event of any discrepancy between the English translation and the original Dutch version, the latter shall prevail and be binding upon parties.

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