

# Civil Liability Insurance

EHWAV-010121

In the General Terms and Conditions *you* will find definitions of the terms that appear in various terms and conditions. These definitions apply to the General Terms and Conditions, the special terms, the clauses and the provisions in the *policy* schedule.

## Article 1 Additional definition

**1.1. Third party/parties:** everyone with the exception of *yourself*, *your spouse* or registered partner and persons who live with *you* as a family or under the same roof as *you*.

### 1.1. Damage:

**Personal damage:** damage caused by and/or as a result of injury, impairment of the health or death of the *third party*.

**Property damage:** damage caused by and/or as a result of damage, destruction or loss of assets of *third parties*.

**Note:** damage other than personal damage or property damage is excluded.

## Article 2 Scope of the cover

The *insurance* covers *your* liability for *damage* of *third parties* as owner or user (authorised by the owner) of the horse. The following conditions must be met:

- a. *you* live in the Netherlands and;
- b. the *event you* are (held) liable for took place in the Netherlands, and;
- c. the *damage* was caused by the insured horse, and;
- d. the horse is used for private purposes only.

## Article 3 Compensation

We provide the following compensation if the conditions set out above in article 2 have been met and there is no exclusion within the meaning of article 4:

- a. the amount *you* must pay the *third party/parties*, with a maximum of € 500,000 per *event*. If *you* have insured several horses, this maximum per *event* shall apply to all horses combined, and
- b. if necessary, on top of the maximum stated under a, also:
  - the costs of any procedure (including legal assistance) conducted with *our* consent or at *our* request;
  - any payable legal interest rate on the compensation to be paid (maximum on € 500,000);
  - the necessary and reasonable costs which *you* incur to prevent or mitigate an imminent threat of *damage*.

## Article 4 Additional exclusions

This *insurance* does not cover liability for *damage*:

- a. caused by or during trotting races or other racing competitions;
- b. to objects *you* transport, use or have on *your* person;
- c. by or resulting from unlawful action or omission on *your* part which is deliberate and targeted at a person or business. If *you* belong to a group, and (one or more persons belonging to) this group is liable for deliberate and unlawful action or omission, this exclusion shall also apply, even if *you* yourself did not act or fail to act as such.

## Article 5 Settlement of claims with third parties

We undertake to settle and assess the *claims* of *third parties*. We shall be entitled to pay compensation under this *insurance* directly to those who hold *you* liable to pay and/or effect a settlement.