

A19 GOOD EMPLOYMENT PRACTICES SECTION 7:611 NCC

1. Supplementary to the provisions of article 1.5 of the General Conditions, loss or damage is deemed to include the loss or damage incurred by a subordinate of the insured (parties) mentioned in articles 1.2.1 through 1.2.3 of the General Conditions due to a sudden external force involuntarily affecting the body of a subordinate (hereinafter referred to as: the accident), as a result whereof the subordinate incurs property damage and/or bodily injury and in respect whereof the aforementioned insured should have arranged adequate insurance (or contribution towards such insurance) pursuant to Section 7:611 of the Netherlands Civil Code.
2. If at the time of the loss or damage referred to in subclause 1, a passenger insurance, employer's motor liability insurance or similar insurance (hereinafter referred to as: other policy) is effective on behalf of the subordinates concerned, this insurance also provides cover, such contrary to the provisions of article 3.2 of the General Conditions, if the loss or damage has been caused by or with a motor vehicle, yet subject to the following additional provisions:
 - 2.1 If the other policy is not a liability insurance, article 2.8 of the General Conditions is replaced by the following provision: The compensation paid under said other policy is deducted from the compensation payable under the cover provided by this clause.
 - 2.2 However, excluded at all times is:
 - 2.2.1 loss or damage caused while participating in a competition, contest, street race, speed test or race;
 - 2.2.2 loss or damage caused while the driver of the motor vehicle was under the influence of alcoholic beverages and/or any intoxicant, stimulant, drug or medicine to such extent that they could not be considered capable of driving a motor vehicle, or is or would have been prohibited to do so by law or the authorities;
 - 2.2.3 loss or damage caused while the actual driver did not have a valid driving licence required by law for the motor vehicle, or while the driver had temporarily or irrevocably been disqualified from driving.
 - 2.3 The exclusions described in subclauses 2.2.2 and 2.2.3 do not apply to loss or damage incurred by subordinates who demonstrate that the circumstances therein referred to occurred without their knowledge and against their will and that they were not at fault in any way.
3. If at the time of the loss or damage referred to in subclause 1, no other policy is effective on behalf of the subordinates concerned, the provisions of articles 3.2.1 through 3.2.6 of the General Conditions will not apply to the cover referred to in subclause 1.
4. An applicable deductible in respect of property damage or bodily injury also applies, depending on the nature of the loss or damage initially incurred by the subordinate (property damage or bodily injury) as a result of the accident, to the loss or damage referred to in subclause 1.
5. Excluded are claims for compensation if the accident happened prior to [fill in] ⁱ

ⁱ The wording of the Model Clauses which are part of the Dutch Bourse Policy for Liability 2014 is available via the website of the Coöperatieve Vereniging Nederlandse Assurantie Beurs B.A., www.vnab.nl.