

A 16 MACHINERY AND/OR LAND-BASED EQUIPMENT

With respect to the liability of Netherlands-based insured parties for loss or damage incurred by third parties caused by or with machinery and/or land-based equipment, the following applies:

1. Machinery/land-based equipment

- 1.1 Within the context of this clause machinery and/or land-based equipment (hereinafter referred to as equipment) are understood to mean motor vehicles qualifying as such within the meaning of article 1 of the Motor Insurance Liability Act [*Wet Aansprakelijkheidsverzekering Motorrijtuigen*] (hereinafter referred to as WAM), with the express stipulation that they do not include trucks and vans or other motor vehicles that are primarily intended for public road transport.
- 1.2 With respect to the equipment referred to in the preceding subclause, the provisions of article 3.2. of the General Conditions do not apply and cover remains in force for loss or damage caused by or with said equipment subject to the provisions of the following subclauses..

2. “Own” equipment

In the event of loss or damage caused by or with equipment owned by or made available by virtue of a hire purchase and/or lease contract to the insured against whom a claim is made or otherwise its parent or sister or subsidiary company, a deductible applies as stated on the schedule and/or the policy endorsement.

3. “Third-party” equipment

- 3.1 If third-party equipment is used by or under the responsibility of an insured, said insured is obliged to take out a liability insurance elsewhere for such equipment, or otherwise agree with the third party concerned that the latter arranges relevant insurance. Such insurance must in any case cover the liability of said insured for loss or damage caused by or with such equipment up to a limit of at least the deductible referred to in subclause 2 and must also be compliant with the requirements under the WAM.

Within the context of this clause, third-party equipment is understood to mean equipment neither owned by nor made available by virtue of a hire purchase and/or lease contract to the insured against whom a claim is made or otherwise its parent or sister or subsidiary company.

- 3.2 If the insured has agreed with the third party referred to in subclause 3.1 that the latter will arrange insurance as referred to in subclause 3.1, but in the event of loss or damage it turns out that said third party has not fully complied with its obligations, this insurance will, contrary to the provisions of the General Conditions under "Concurrence", apply as excess of loss of the insurance taken out for the equipment or otherwise as cover for the difference in conditions. In the event of this insurance providing cover for the difference in conditions or if this insurance is to provide full cover because said third party has failed to comply with any of its obligations, a deductible applies as stated on the schedule and/or the policy endorsement.
- 3.3 If it turns out that the insured has failed to comply with the obligations set out in subclause 3.1, a deductible applies equal to the deductible referred to in subclause 3.2.
- 3.4 In the event of third-party equipment being used briefly and incidentally, the obligations set out in subclause 3.1 are not applicable, subclause 3.3 is deemed to have been deleted and a deductible applies equal to the deductible referred to in subclause 3.2.

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4. Cables and pipes

If in the event of damage to underground cables or pipes, non-compliance is established with the Above-ground and Underground Networks (Information Exchange) Act [*Wet Informatie-uitwisseling Ondergrondse Netten (WION)*] and/or the recommendations set out in the publication 500 "Prevention of damage to cables and pipes" [*publicatie 500 "Schade voorkomen aan kabels en leidingen"*] by CROW (national technology platform for infrastructure, traffic, transport and public space), the provisions of subclauses 3.2 and 3.4 are not applicable and a deductible applies equal to the deductible referred to in subclause 2.

Similar, generally applicable recommendations agreed upon in other lines of business with the same objective are made equal to the publication 500 "Prevention of damage to cables and pipes".

5. Other insurance

- 5.1 Contrary to the provisions of article 2.8.2. of the General Conditions, the insured cannot exercise any right to the voluntary claims handling and/or settlement by insurers mentioned therein.
- 5.2 If in the situation described in article 2.8.1. of the General Conditions, the other insurance includes a similar provision with respect to the equipment, the cover for loss or damage caused by or with equipment as provided by this insurance, is deemed not to have existed.
- 5.3 If in the event of loss or damage it turns out that such other insurance does not provide full cover for the insured's liability, this insurance will despite the provisions of subclause 5.2, still provide cover for the excess of loss beyond the amount paid under such other insurance.

6. Deductible

The deductibles which have been stated to apply in this clause, are not applied if this insurance is effective as excess of loss or provides cover for the difference in limits in relation to any other insurance. However, the deductible is applied if the sum insured under the other insurance is less than the deductibles stated in this clause. In that case a deductible applies to the difference between said sum insured and the deductible.

*The VNAB model policy conditions and clauses only serve as **model**. They may be adjusted by alterations, additional provisions and/or clauses. VNAB market parties are free to offer other policy conditions to their customers.*

The VNAB is not liable for the application or contents of the model conditions and clauses.

If you're looking for previously published (older) conditions, please contact the VNAB.

The official title of these conditions is: "A 16 Werk- en/of landmateriaal". The wording is available via the website of the Netherlands Insurance Exchange Association, www.vnab.nl.