

ABN AMRO Credit Card Insurance Conditions

- › Purchase Protection Insurance Conditions
- › Luggage and Flight Delay Insurance Conditions
- › Car Hire Deductible Insurance Conditions
- › Car Hire Legal Assistance Insurance Conditions

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.

Purchase Protection Insurance Conditions

Section 1. Definitions

The terms used in these conditions have the same meanings as in the Personal Credit Card Conditions. Furthermore, in these conditions the following terms have the meanings given below:

ABN AMRO Schadeverzekering: ABN AMRO Schadeverzekering N.V., PO Box 10085, 8000 GB Zwolle, the Netherlands.

Purchase Protection Insurance: The purchase protection insurance included with the ABN AMRO Credit Card and the ABN AMRO Gold Card.

The Insured: The Cardholder, provided that he/she is a natural person resident in the Netherlands.

Card: The ABN AMRO Credit Card and the ABN AMRO Gold Card.

Monthly Statement: A statement compiled for each period of one month relating to the card account, containing the amounts debited and credited as well as the closing balance at the end of that period of one month.

Audio, video and computer equipment: The audio, video, receiving and transmission equipment such as: radios, CD and DVD players, television receivers, video cameras, tape, cassette and video recorders, as well as all types of computer equipment such as personal computers and games computers. This all includes the customary peripheral equipment and other aids such as records, compact discs, tapes, cassettes, loudspeakers, monitors, disk drives, printers and software.

Section 2. Policy period

The Purchase Protection Insurance applies

- to the ABN AMRO Credit Card for 180 consecutive days, starting on the date of purchase of movable property.
- to the ABN AMRO Gold Card for one year starting on the date of purchase of movable property.

Section 3. Territorial limits

Purchase Protection cover applies worldwide.

Section 4. Cover

Purchase Protection Insurance covers the loss or theft of or damage to goods, provided these were paid for with a Card, the payment is shown on a Monthly Statement of the Insured and the full transaction amount has not been disputed.

Section 5. Exclusions

5.1

ABN AMRO Schadeverzekering shall not be obliged to pay any compensation where the loss or damage results from:

- a) flooding or earthquake;
- b) seizure or confiscation;
- c) age or wear and tear;
- d) volcanic eruption;
- e) an inherent defect or the nature or characteristics of the goods.

5.2

Nor shall ABN AMRO Schadeverzekering be obliged to pay any compensation in the following circumstances:

- a) loss, theft or damage during transport and transshipment of the goods other than by the Insured;
- b) loss or theft of or damage to goods unlawfully acquired by the Insured;
- c) cosmetic or other damage to goods not affecting their use for the purpose originally intended;
- d) where the Insured did not observe the normal standard of care. Failing to observe the normal standard of care includes leaving goods unattended other than in a properly locked space;
- e) loss or theft of or damage to goods with a value on purchase of more than EUR 250, as part of luggage, is not covered unless the goods are taken as or as part of the hand luggage and directly attended to by the Insured or a travelling companion of the Insured, provided this travelling companion was known to the Insured before leaving home. This also applies in the case of a journey by public transport.

5.3

Where goods are left unattended in a vehicle, compensation is only payable for loss, theft or damage if:

- a) the goods were in a properly locked boot and the items were also not visible from outside;
- b) all possible measures had been taken to prevent an event causing loss, if the goods were in a vehicle not equipped with a boot capable of being properly locked;
- c) the goods were in a camper or caravan parked on a campsite, the goods were not visible from the outside and were stored in a proper facility in the vehicle.

In relation to a, b and c, the Insured is expected to show that no better security measures could reasonably have been taken, while compensation is only payable in cases of forced entry from outside the vehicle. The provisions of section 7.4 shall apply in full.

5.4

The Insured shall not be entitled to compensation for loss or damage:

- a) caused by (conditional) intent or recklessness, through gross negligence or with the approval of the Insured or a family member or partner living with him/her;
- b) suffered by the Insured or by any family member or partner living with him/her in committing or attempting a criminal act or participating in a fight (being more than horseplay), except in lawful self-defence;
- c) resulting from the excessive consumption of alcoholic drink or any stimulant or narcotic substance, except where used as prescribed by a doctor;

- d) directly or indirectly caused or aggravated by armed conflict, civil war, insurrection, civil commotion, revolt, mutiny, terrorism, sabotage, requisition, strike, occupation of a workplace, work-to-rule, riots or disorder. These terms shall have the meanings given in the definitions lodged by the Dutch Association of Insurers (Verbond van Verzekeraars in Nederland) with the Registry of The Hague District Court on 2 November 1981 under reference number 136/1981;
- e)
 1. caused by, occurring in or arising from a nuclear reaction, regardless of how this has originated;
 2. this exclusion shall not apply in relation to loss or damage caused by radioactive nuclides outside a nuclear plant and used or intended for use for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that, where required, a licence is in effect, issued by the authorities and covering the production, use, storage and disposal of radioactive material. 'Nuclear plant' shall mean a nuclear plant within the meaning of the Nuclear Accident Liability Act (Wet Aansprakelijkheid Kernongevallen) (Netherlands Bulletin of Acts, Orders and Decrees (Staatsblad) 1979-225), as well as a nuclear plant on board a ship;
 3. to the extent that a third party is liable for the loss or damage suffered pursuant to any law or convention, the provisions under 2 above shall not apply.

5.5

The Insured shall in no circumstances be entitled to compensation in the event of loss or theft of or damage to the following goods:

- a) cash or cash equivalents (including credit on a mobile phone), cheques, cheque guarantee cards, giro payment cards, traveller's cheques, tickets or passes or other negotiable documents;
- b) animals or plants;
- c) vehicles (including bicycles), boats, ships or aircraft, trailers, caravans and accompanying accessories and components;
- d) goods not for personal household use, such as trading samples, merchandise and other goods intended for business purposes;
- e) food, smokers' requisites and drink.

Section 6. Obligations of the Insured

The Insured shall be obliged, in the event of loss, theft or damage:

- a) to notify ABN AMRO Bank of the loss or damage as soon as possible and in any event within 21 days of its occurrence, and to request a claim form;
- b) subsequently to notify ABN AMRO Schadeverzekering within 14 days of the first notification, by submitting a fully completed claim form, together with the original purchase receipts as well as the Monthly Statement relating to the purchase of the goods concerned;
- c) to report loss or theft to the local police immediately, or in the case of a journey by ship, to the ship's captain, or in the case of a journey by air, to the airline;
- d) to provide ABN AMRO Schadeverzekering with an original written confirmation from the person to whom the loss was reported, together with the claim form;
- e) where the loss was suffered by the recipient of goods or gifts covered by the Purchase Protection, to notify the loss or damage in accordance with the regulations set out above under a) to e) inclusive; the recipient must also fully complete and sign the claim form;
- f) in the case of damage, to show the goods to ABN AMRO Schadeverzekering if it deems this important for purposes of assessing the loss incurred;
- g) to give up or deliver any damaged goods to an address to be designated by ABN AMRO Schadeverzekering if the latter so requests;
- h) to transfer to ABN AMRO Schadeverzekering at the latter's request, his/her rights to the stolen, lost or damaged goods, in return for payment of the compensation;
- i) where requested by ABN AMRO Schadeverzekering, to submit in addition to the claim form, a full description in writing of the nature, cause and circumstances of the loss or damage. In addition, where requested by ABN AMRO Schadeverzekering, further evidence must be provided of the event causing the alleged loss or damage;
- j) to cooperate fully in assessing the loss or damage;
- k) to prevent and limit the loss or damage as much as possible;
- l) to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;
- m) if ABN AMRO Schadeverzekering so wishes, to transfer all claims for damages that the Insured has against third parties, up to at least the amount of the compensation, to ABN AMRO Schadeverzekering in writing.

Penalty clause

The Purchase Protection Insurance shall not provide cover where a failure to comply with the obligations set out in these insurance conditions has adversely affected the interests of ABN AMRO Schadeverzekering. Nor is there any entitlement to a compensation payment:

- where the Insured, his/her successor in title, or the recipient of goods or gifts covered by this Purchase Protection, deliberately withholds or falsely reports any facts or circumstances relating to the loss or damage which may be significant to ABN AMRO Schadeverzekering in assessing the claim;
- where the loss or damage is intentionally or recklessly caused or aggravated by the Insured, his/her successor in title, or the recipient of goods or gifts covered by this Purchase Protection Insurance.

Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured are to be deemed fraudulent, ABN AMRO Schadeverzekering reserves the right to report this to the police and to notify the insurance fraud prevention system operated jointly by insurers. ABN AMRO Schadeverzekering will be informed in any event.

Section 7. Compensation

7.1

In the event of loss of or damage to goods covered under this Purchase Protection, the compensation to be determined shall in no case exceed the purchase price stated on the Monthly Statement, while the loss assessed per item shall in no case exceed the following figures for the items listed below:

- audio-visual and computer equipment: EUR 1,000;
- photographic or film equipment with accessories, musical instruments, hearing aids and prostheses: EUR 1,000;
- gems, jewellery, watches, furs and works of art: EUR 1,000;
- mobile telephone: EUR 250.

7.2

In calculating the compensation payment, ABN AMRO Schadeverzekering will apply a deductible of EUR 50 per occurrence.

7.3

A total maximum compensation of EUR 2,500 shall apply for all goods lost, stolen or damaged as a result of one single occurrence.

7.4

Where the goods are in a vehicle, loss or damage caused by theft is only covered where there is forced entry from outside the vehicle, compensation being limited in such cases to EUR 250 for each occurrence resulting in loss.

7.5

ABN AMRO Schadeverzekering may opt to provide compensation by having the damaged, stolen or lost goods repaired or replaced instead of paying monetary benefit.

7.6

Where items were paid for partly with the Card, the compensation due under this Purchase Protection shall be calculated in proportion to that partial payment as a fraction of the full purchase price.

7.7

Claims for compensation in respect of goods forming part of a pair or set will be paid at the full purchase price of the pair or set, provided that the goods cannot be used or replaced separately.

7.8

Compensation is limited to EUR 7,500 per Insured in any one calendar year. No Insured shall receive more than EUR 25,000 in compensation during the total period of cover under this Purchase Protection Insurance, whether or not interrupted. This applies regardless of the number of Cards made available to the Insured.

Section 8. Claim settlement

8.1

Claims will be settled in the Netherlands and according to Dutch standards and criteria.

8.2

ABN AMRO Schadeverzekering will settle the claim directly with the Insured, unless otherwise agreed.

Section 9. Recipient of compensation

9.1

Compensation will be paid to the Insured. This also applies where the loss or damage has been suffered by the recipient of goods or gifts covered by the Purchase Protection.

9.2

Unless agreed otherwise, if the Insured dies, the compensation will be paid to the deceased Insured's spouse or registered partner, and where there is no spouse or registered partner then to the deceased Insured's children in equal shares, and where there are no children then to the deceased Insured's collective heirs. In no circumstances shall the Kingdom of the Netherlands (Staat der Nederlanden) be entitled to the compensation.

Section 10. Other policies

Where but for the existence of the Purchase Protection Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Purchase Protection Insurance shall only be valid and applicable in the last instance. As a result, compensation will only be payable for loss or damage exceeding the sum that the Insured could claim elsewhere.

Section 11. Changes to conditions

ABN AMRO Schadeverzekering shall be entitled to amend these Purchase Protection Insurance conditions en bloc on a date of its choice.

Section 12. Loss of entitlement

Where ABN AMRO Schadeverzekering reaches a final decision on a claim submitted by the Insured, his/her successors in title or representative, whether by refusing the claim or by offering or making payment in final settlement, all rights against ABN AMRO Schadeverzekering in relation to the occurrence on which the claim was based shall lapse 12 months after the day on which the Insured, his/her successors in title or representative were/was informed of the decision, unless within that period the Insured, his/her successors in title or representative dispute/disputes the decision with ABN AMRO Schadeverzekering in writing and giving reasons.

Section 13. Termination of insurance

13.1

The insurance shall be terminated as soon as the Purchase Protection is no longer included with the Card.

13.2

The Purchase Protection shall also end with immediate effect where:

- the Card agreement is terminated;
- the Insured ceases to be a resident of the Netherlands;
- the Insured has spent a continuous period of longer than six months abroad.

13.3

No claim may be made for loss or damage occurring after the date of termination of the Purchase Protection.

Section 14. Complaints and disputes

14.1

Complaints and disputes relating to the implementation of this Purchase Protection insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is found to be unacceptable, the Insured may submit a complaint to the Insurance Complaints Institute (*Stichting Klachteninstituut Verzekeringen*), PO Box 93560, 2509 AN The Hague, the Netherlands.

14.2

If the complaints procedure described here does not lead to a solution acceptable to the Insured, the Insured may submit the dispute to the competent court in Zwolle, the Netherlands.

Section 15. Applicable law

This Purchase Protection Insurance shall be governed by Dutch law.

Luggage and flight delay insurance conditions

Section 1. Definitions

The definitions used in these conditions have the same meanings as in the Conditions of Use of the Consumer Credit Card. Furthermore, in these conditions the following terms have the meanings given below:

ABN AMRO Schadeverzekering: ABN AMRO Schadeverzekering N.V., PO Box 10085, 8000 GB Zwolle, the Netherlands.

Luggage and Flight Delay Insurance: The Luggage and Flight Delay Insurance included with the ABN AMRO Credit Card and ABN AMRO Gold Card;

The Insured: The Cardholder who paid for the flight ticket from the Scheduled Service with the Card.

Other insured persons: Anyone travelling with the Cardholder and for whose flight tickets the Cardholder paid.

Card: ABN AMRO Credit Card and ABN AMRO Gold Card.

Monthly Statement: The statement compiled for the card account for each period of one month, indicating the amounts debited and credited as well as the closing balance at the end of that period of one month.

Scheduled Service: A regular service operated by an airline between two points at fixed times, not being a charter flight.

Property Irregularity Report, P.I.R.: A written statement from the competent airport authorities confirming a delay.

Section 2. Policy period

The Luggage and Flight Delay Insurance is in force for any journey lasting up to a maximum of 60 consecutive days.

Section 3. Territorial limits

The Luggage and Flight Delay Insurance is valid worldwide with the exception of:

- Flights within the Netherlands;
- Flights to destinations with an advice against travelling. No cover will be provided if it is known when the journey begins that there is advice against travelling to that destination. This will be the case if the Dutch Ministry of Foreign Affairs has advised against travel in or to the relevant area.

Section 4. Cover

ABN AMRO Schadeverzekering offers the Insured cover on Scheduled Services for relevant purchases in the event of flight and luggage delays outside the Netherlands.

4.1 Luggage delays

Maximum cover of EUR 140 per group travelling together if the luggage given on departure to the airline with which the Insured is travelling does not arrive at the destination within four hours after the arrival of the Insured. There is a maximum cover of EUR 410 for the Insured and other insured persons as an additional benefit if the luggage is not found within 48 hours of the Insured's arrival at the destination. This insurance covers relevant purchases abroad such as replacement clothing and toilet articles, where these are made within four days of the arrival of the Insured and the other insured persons at the destination abroad.

The Insured and the other insured persons must take suitable steps to locate the luggage and to inform the relevant airline and/or airport authorities immediately of any delay or loss of luggage. To this end the competent body shall draw up a P.I.R., a copy of which must be passed to ABN AMRO Schadeverzekering N.V. in the event of a claim.

4.2 Flight delays

Maximum cover of EUR 140 for the Insured and the other insured persons for relevant purchases abroad such as meals, refreshments, hotel and other expenses, where a flight delay in a scheduled service extends the time of travel by four hours as a result of the delay or cancellation by the airline of a flight that was booked and confirmed, or the delayed arrival of an aircraft as a result of which a connecting flight is missed.

Section 5. Exclusions

5.1

There is no cover if:

- a) the luggage has been seized by customs, the judicial authorities or other authorities;
- b) the Insured and the other insured persons fail to check in in accordance with the instructions in the itinerary provided, unless this is made impossible due to a strike;
- c) where a flight is delayed, comparable alternative transport is offered within four hours after the planned departure time or the flight delay is compensated by other flights so that the delay in total travel time does not exceed four hours;
- d) the delay is caused by strike action that was already going on or had already been announced before the start of the journey including the flight; the delay is the result of a passenger plane being taken out of use by a competent authority and this was announced before the start of the journey that includes the flight;
- e) the airline is no longer flying due to compulsory liquidation or a suspension of payments.

5.2

The Insured shall not be entitled to compensation for loss or damage:

- a) caused recklessly or through gross negligence;
- b) directly or indirectly caused or aggravated by armed conflict, civil war, insurrection, civil commotion, revolt, mutiny, terrorism, sabotage, requisition, strikes, occupation of a workplace, work-to-rule, riots or disorder. These terms shall have the meanings given in the definitions lodged by the Dutch Association of Insurers (*Verbond van Verzekeraars in Nederland*) with the Registry of The Hague District Court on 2 November 1981 under reference number 136/1981;
- c)
 1. caused by, occurring in or arising from a nuclear reaction, regardless of how this originates;
 2. this exclusion shall not apply in relation to loss or damage caused by radioactive nuclides located outside a nuclear plant and used or intended for use for industrial, commercial, agricultural, medical, scientific, educational or non-military security purposes, provided that, where required, a licence is in effect, issued by the authorities and covering the production, use, storage and disposal of radioactive material; 'nuclear plant' shall mean a nuclear plant within the meaning of the Nuclear Accident Liability Act (*Wet Aansprakelijkheid Kernongevallen*) (Netherlands Bulletin of Acts, Orders and Decrees (*Staatsblad*) 1979-225), as well as a nuclear plant on board a ship;
 3. to the extent that a third party is liable for the loss or damage suffered pursuant to any law or convention, that which is provided under 2 above shall not apply.

Section 6. Obligations of the Insured

The Insured shall be obliged, in the event of delay:

- a) to notify ABN AMRO of the loss or damage as soon as possible and in any event within 21 days of its occurrence, and to request a claim form;
- b) subsequently to notify ABN AMRO Schadeverzekering within 14 days of the first notification, by submitting a fully completed claim form, together with the original purchase receipts, the P.I.R. and the Monthly Statement relating to the purchase of the Scheduled Service flight ticket and goods concerned;
- c) where requested by ABN AMRO Schadeverzekering, to submit in addition to the claim form, a full description in writing of the nature, cause and circumstances of the loss or damage. In addition, where requested by ABN AMRO Schadeverzekering, further evidence shall be provided of the event causing the alleged loss or damage;
- d) to cooperate fully in assessing the loss or damage;
- e) to prevent and limit the loss or damage as much as possible;
- f) to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;
- g) if ABN AMRO Schadeverzekering so wishes, to transfer all claims for damages the Insured has against third parties, up to at least the amount of the compensation, to ABN AMRO Schadeverzekering in writing.

Penalty clause

The Luggage and Flight Delay Insurance does not provide cover where a failure to comply with the obligations set out in these insurance conditions has affected the interests of ABN AMRO Schadeverzekering. Nor is there any entitlement to payment of compensation:

- a) where the Insured, his/her successor in title, or other insured persons with respect to an occurrence covered by this insurance, deliberately withholds or falsely reports any facts or circumstances relating to the loss or damage which may be significant to ABN AMRO Schadeverzekering in assessing the claim;
- b) where the loss or damage is intentionally or recklessly caused or aggravated by the Insured, his/her successor in title, or other insured persons with respect to an occurrence covered by this insurance.

Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured should be deemed fraudulent, ABN AMRO Schadeverzekering reserves the right to report this to the police and to notify the insurance fraud prevention system operated jointly by insurers. ABN AMRO Bank will be informed in any event.

Section 7. Compensation

7.1

In the event of loss or damage covered under this insurance, the compensation to be determined shall in no case exceed the purchase price stated on the Monthly Statement.

7.2

Where possible, the Insured must use his/her card for the necessary purchases. If the Insured's card cannot be used to pay for the necessary purchases, original till receipts will suffice for cover. The 'ABC World Airways Guide' shall be used as a guide in determining the times on the flight schedule.

7.3

Compensation is limited to EUR 2,500 per Insured in any one calendar year. No Insured shall receive more than EUR 10,000 in compensation over the total period of cover under this insurance, whether or not interrupted. This applies regardless of the number of Cards made available to the Insured.

Section 8. Claim settlement

8.1

Claims will be settled in the Netherlands and according to Dutch standards and criteria.

8.2

ABN AMRO Schadeverzekering will settle the claim directly with the Insured, unless otherwise agreed.

Section 9. Recipient of compensation

9.1

Compensation will be paid to the Insured.

9.2

Unless agreed otherwise, if the Insured dies, the compensation will be paid to the deceased Insured's spouse or registered partner, and where there is no spouse or registered partner then to the deceased Insured's children in equal shares, and where there are no children then to the deceased Insured's collective heirs. In no circumstances shall the Kingdom of the Netherlands (*Staat der Nederlanden*) be entitled to the compensation.

Section 10. Other policies

Where but for the existence of the Luggage and Flight Delay Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision (e.g. compensation paid by the airline), the Luggage and Flight Delay Insurance shall only be valid and applicable in the last instance. As a result, compensation will only be payable for loss or damage exceeding the sum that the Insured could claim elsewhere.

Section 11. Changes to conditions

ABN AMRO Schadeverzekering shall be entitled to amend these Luggage and Flight Delay Insurance conditions en bloc on a date of its choice.

Section 12. Loss of entitlement

Where ABN AMRO Schadeverzekering reaches a final decision on a claim submitted by the Insured, his/her successors in title or representative, whether by refusing the claim or by offering or making payment in final settlement, all rights against ABN AMRO Schadeverzekering in relation to the occurrence on which the claim was based shall lapse 12 months after the day on which the Insured, his/her successors in title or representative were/ was informed of the decision, unless within that period the Insured, his/her successors in title or representative disputes/dispute the decision with ABN AMRO Schadeverzekering in writing and giving substantive reasons.

Section 13. Termination of insurance

13.1

The insurance shall be terminated as soon as the Luggage and Flight Delay Insurance is no longer included with the Card.

13.2

The Luggage and Flight Delay Insurance shall also end with immediate effect as soon as:

- the Card agreement is terminated;
- the Insured ceases to be a resident of the Netherlands;
- the Insured has spent a continuous period of longer than six months abroad.

13.3

No claim may be made for loss or damage occurring after the date of termination of the Luggage and Flight Delay Insurance.

Section 14. Complaints and disputes

14.1

Complaints and disputes relating to the implementation of this Luggage and Flight Delay Insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is not found acceptable, the Insured may submit a complaint to the Insurance Complaints Institute (*Stichting Klachteninstituut Verzekeringen*), PO Box 93560, 2509 AN The Hague, the Netherlands.

14.2

If the complaints procedure described here does not lead to a solution acceptable to the Insured, the Insured may submit the dispute to the competent court in Zwolle, the Netherlands.

Section 15. Applicable law

This Luggage and Flight Delay Insurance shall be governed by Dutch law.

Car Hire Deductible Insurance Conditions

Section 1. Definitions

The terms used in these conditions have the same meanings as in the Conditions of Use of Personal Credit Card Conditions. Furthermore, in these conditions the following terms have the meanings given below:

ABN AMRO Schadeverzekering: ABN AMRO Schadeverzekering N.V., PO Box 10085, 8000 GB Zwolle, the Netherlands.

Car Hire Deductible: The Car Hire Deductible Insurance included with the ABN AMRO Gold Card.

The Insured: The Cardholder, provided that he/she is a natural person resident in the Netherlands and is the person hiring the hire car.

Card: The ABN AMRO Gold Card.

Monthly Statement: A statement compiled for each period of one month relating to the card account, containing the amounts debited and credited as well as the closing balance at the end of that period of one month.

Hire car: The passenger car hired by the Insured, where the car hire was paid for with the Insured's card.

Section 2. Policy period

The Car Hire Deductible Insurance is in force for the period in which the Insured has the hire car in his/her possession, in accordance with the period stated on the car hire agreement.

Section 3. Territorial limits

The Car Hire Deductible Insurance is valid worldwide with the exception of:

- The following countries: Angola, Botswana, Mozambique, Zambia, Zimbabwe;
- Destinations with advice against travelling: no cover will be provided if it is known when the journey begins that there is advice against travelling to that destination. This will be the case if the Dutch Ministry of Foreign Affairs has advised against travel in or to the relevant area.

Section 4. Replacement transport

At times when the hire car is temporarily replaced in connection with repairs, the insurance will cover the same risks as for the Insured passenger car, provided that the replacement car is not covered by another insurance policy, whether or not from an earlier date, or would be covered by such a policy if the present insurance policy had not existed.

Section 5. Extent of cover

This insurance covers the deductible up to a maximum of EUR 500, in the event of loss of or damage to the hire car within the territorial limits, caused by:

1. sudden external calamities including collision, overturning, skidding, leaving the road or entering a body of water;
2. fire, lightning, explosion and short-circuiting;
3. objects falling onto the hire car or the hire car being blown over as a result of a storm. Storm shall mean a wind speed of at least 14 metres per second (wind force 7);
4. loss of or damage to the hire car if this is caused exclusively by actual or attempted theft or break-in, or by misappropriation, fraud or joyriding;
5. damage to the hire car arising at a time when the hire car was removed by theft, misappropriation, fraud or joyriding;

6. loss of or damage to the hire car while being transported by ship, motor vehicle or train except for damage caused by being hoisted or towed and damage such as scratches, scrapes or paintwork damage;
7. a falling aircraft or aircraft parts, or objects falling from aircraft;
8. malicious damage by third parties (including vandalism).

Section 6. Exclusions

6.1 No obligation to pay compensation

ABN AMRO Schadeverzekering is under no obligation to pay any compensation where the loss or damage has been caused by:

- flooding and/or earthquake;
- seizure or confiscation;
- age or wear and tear;
- volcanic eruption;
- an inherent defect, or arises out of the nature or characteristics of the hire car.

6.2 Wilful act

Loss or damage which is the intended or certain consequence of the Insured's acts or omissions.

6.3 Driving while unqualified

Loss or damage caused while the person actually driving:

- does not hold a valid driving licence as required by law to drive the car (and any trailer or caravan attached);
- has been disqualified from driving by a court;
- does not comply with other requirements laid down in or pursuant to the law concerning qualification to drive the insured car;
- is not authorised to drive the hire car.

6.4 Alcohol and similar

Loss or damage arising when the driver of the hire car is under the influence of alcoholic drinks or any other narcotic or stimulant substances at the time of the occurrence such that the law or the authorities would not permit him/her to drive the car.

6.5 Other use

Loss or damage arising while the hire car was being used to transport persons for payment, for lessons or for illegal purposes. Transporting persons does not here include transporting for payment between home and work (car-pooling), transport to and from sports events and similar.

6.6 Races

Loss or damage arising while taking part in races or speed trials, except for treasure hunt rallies lasting no longer than 24 hours and in which the element of speed does not predominate.

6.7 Off-road driving

Loss or damage arising when the car is driven, without necessity, in places where cars intended for daily use are not normally driven (e.g. in open country or through water).

6.8

Nor shall ABN AMRO Schadeverzekering be obliged to pay any compensation in the following circumstances:

- if the Insured and/or the driver did not observe the normal level of care: a normal level of care has not been taken if for example the hire car has been left unattended with the key in it and loss or damage has resulted from this.
- if the windscreen or a rear or side window of the hire car breaks or shatters and the glass fragments result in damage to the hire car itself, except where the breaking or shattering or the damage to the window is the direct result of the hire car being in a collision, overturning or falling on its side, skidding, leaving the road or entering a body of water.
- if the damage to the hire car relates to damage to the tyres; to the underside of the hire car; to the interior; to the mirrors; to lighting components (such as headlights, rear lights, indicators etc.); loss of and/or damage to the key to the hire car.

6.9

The Insured shall not be entitled to compensation for loss or damage:

- a) caused intentionally, by conditional intent, recklessly or through gross negligence;
- b) directly or indirectly caused or aggravated by armed conflict, civil war, insurrection, civil commotion, revolt, mutiny, terrorism, sabotage, requisition, strikes, occupation of a workplace, work-to-rule, riots or disorder. These terms shall have the meanings given in the definitions lodged by the Dutch Association of Insurers (*Verbond van Verzekeraars in Nederland*) with the Registry of The Hague District Court on 2 November 1981 under reference number 136/1981;

- c) 1. caused by, occurring in or arising from a nuclear reaction, regardless of how this has originated;
 - 2. this exclusion shall not apply in relation to loss or damage caused by radioactive nuclides outside a nuclear plant and used or intended for use for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that, where required, a licence is in effect, issued by the authorities and covering the production, use, storage and disposal of radioactive material; 'nuclear plant' shall mean a nuclear plant within the meaning of the Nuclear Accident Liability Act (*Wet Aansprakelijkheid Kernongevallen*) (Netherlands Bulletin of Acts, Orders and Decrees (*Staatsblad*) 1979-225), as well as a nuclear plant on board a ship;
 - 3. to the extent that a third party is liable for the loss or damage suffered pursuant to any law or convention, the provisions under 2 above shall not apply.
- j) if ABN AMRO Schadeverzekering so wishes, to transfer all claims for damages that the Insured has against third parties, up to at least the amount of the compensation, to ABN AMRO Schadeverzekering in writing.

Penalty clause

The Car Hire Deductible Insurance shall not provide cover where a failure to comply with the obligations set out in these insurance conditions has affected the interests of ABN AMRO Schadeverzekering. Nor is there any entitlement to payment of compensation:

- where the Insured or his/her successor in title covered by this Car Hire Deductible Insurance, deliberately withholds or falsely reports any facts or circumstances relating to the loss or damage which may be significant to ABN AMRO Schadeverzekering in assessing the claim;
- where the loss or damage is intentionally or recklessly caused or aggravated by the Insured or his/her successor in title covered by this Car Hire Deductible Insurance.

Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured are fraudulent, ABN AMRO Schadeverzekering reserves the right to report this to the police and to notify the insurance fraud prevention system operated jointly by insurers. ABN AMRO Bank will be informed in any event.

Section 7. Obligations of the Insured

The Insured shall be obliged, in the event of loss, theft or damage resulting in the deductible being withheld:

- a) to notify ABN AMRO Bank of the loss or damage as soon as possible but in any event within 21 days of its occurrence, and to request a claim form;
- b) then to notify ABN AMRO Schadeverzekering of the loss or damage within 14 days of the first notification, by submitting a fully completed claim form together with the original car hire agreement as well as the Monthly Statement relating to the car hire and the withholding of the deductible;
- c) to report loss or theft to the local police immediately, or in the case of a journey by ship, to the ship's captain;
- d) to provide ABN AMRO Schadeverzekering with an original written confirmation from the person to whom the loss was reported, together with the claim form;
- e) to transfer to ABN AMRO Schadeverzekering at the latter's request his/her rights to the payment up to a maximum of the compensation paid, in return for payment of the compensation;
- f) where requested by ABN AMRO Schadeverzekering, to submit in addition to the claim form, a full description in writing of the nature, cause and circumstances of the loss or damage incurred. In addition, where requested by ABN AMRO Schadeverzekering, further evidence must be provided of the event causing the alleged loss or damage;
- g) to cooperate fully in assessing the loss or damage;
- h) to prevent and limit the loss or damage as much as possible;
- i) to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;

Section 8. Compensation

8.1

In the event of damage to an item covered by this Car Hire Deductible Insurance, the compensation to be determined shall in no case exceed the deductible withheld as stated on the car hire agreement and on the Monthly Statement, subject to maximum compensation of EUR 500 per car hire agreement.

8.2

If the car hire was paid for partly with the Card, the compensation due under this Car Hire Deductible Insurance shall be calculated in proportion to that partial payment as a fraction of the full car hire price.

8.3

Compensation is limited to a total amount of EUR 2,500 per Insured in any one calendar year. No Insured shall receive more than EUR 10,000 in compensation over the total period of cover under this Car Hire Deductible Insurance, whether or not interrupted. This applies regardless of the number of Cards made available to the Insured.

Section 9. Claim settlement

9.1

Claims will be settled in the Netherlands and according to Dutch standards and criteria.

Page 4 of 4 - Car Hire Deductible Insurance Conditions

9.2

ABN AMRO Schadeverzekering will settle the claim directly with the Insured, unless otherwise agreed.

Section 10. Recipient of compensation

10.1

Compensation will be paid to the Insured.

10.2

Unless agreed otherwise, if the Insured dies, the compensation will be paid to the deceased Insured's spouse or registered partner, and where there is no spouse or registered partner then to the deceased Insured's children in equal shares, and where there are no children then to the deceased Insured's collective heirs. In no circumstances shall the Kingdom of the Netherlands (*Staat der Nederlanden*) be entitled to the compensation.

Section 11. Other policies

Where but for the existence of the Car Hire Deductible Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Car Hire Deductible Insurance shall only be valid and applicable in the last instance. As a result, compensation will only be payable for loss or damage exceeding the sum that the Insured could claim elsewhere.

Section 12. Changes to conditions

ABN AMRO Schadeverzekering shall be entitled to amend these Car Hire Deductible Insurance conditions en bloc on a date of its choice.

Section 13. Loss of entitlement

Where ABN AMRO Schadeverzekering reaches a final decision on a claim submitted by the Insured, his/her successors in title or representative, whether by refusing the claim or by offering or making payment in final settlement, all rights against ABN AMRO Schadeverzekering in relation to the occurrence on which the claim was

based shall lapse 12 months after the day on which the Insured, his/her successors in title or representative were/ was informed of the decision, unless within that period the Insured, his/her successors in title or representative dispute/disputes the decision with ABN AMRO Schadeverzekering in writing and giving substantive reasons.

Section 14. Termination of insurance

14.1

The insurance shall be terminated as soon as the Car Hire Deductible Insurance is no longer included with the Card.

14.2

The Car Hire Deductible Insurance shall also end with immediate effect as soon as:

- the Card agreement is terminated;
- the Insured ceases to be a resident of the Netherlands;
- the Insured has spent a continuous period of longer than six months abroad.

14.3

No claim may be made for loss or damage occurring after the date of termination of the Car Hire Deductible Insurance.

Section 15. Complaints and disputes

15.1

Complaints and disputes relating to the implementation of this Car Hire Deductible Insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is considered unacceptable, the Insured may submit a complaint to the Insurance Complaints Institute (Stichting Klachteninstituut Verzekeringen), PO Box 93560, 2509 AN The Hague, the Netherlands.

15.2

If the complaints procedure described here does not lead to a solution acceptable to the Insured, the Insured may submit the dispute to the competent court in Zwolle, the Netherlands.

Section 16. Applicable law

This Car Hire Deductible Insurance shall be governed by Dutch law.

Car Hire Legal Assistance Insurance Conditions

Section 1. Definitions

The terms used in these conditions have the same meanings as in the Personal Credit Card Conditions. Furthermore, in these conditions the following terms have the meanings given below:

ABN AMRO Schadeverzekering: ABN AMRO Schadeverzekering N.V., P.O. Box 10085, 8000 GB Zwolle, the Netherlands.

Insurer: The insurer, ABN AMRO Schadeverzekering N.V., has transferred the implementation of this insurance to ARAG-Nederland, Algemene Rechtsbijstand Verzekeringsmaatschappij N.V., hereinafter referred to as 'ARAG'. The insurer guarantees ARAG's fulfilment of the obligations set out in these conditions.

Car Hire Legal Assistance Insurance: The car hire legal assistance insurance included with the ABN AMRO Gold Card.

The Insured: The Cardholder, provided that he/she is a natural person resident in the Netherlands.

Card: The ABN AMRO Gold Card.

Occurrence: An event or a series of related events whereby a loss or damage is caused while on the road in:

- the hire car;
- a replacement car if the hire car is unavailable because of repairs or maintenance.

Monthly Statement: A statement compiled for each period of one month relating to the card account, containing the amounts debited and credited as well as the closing balance at the end of that period of one month.

Section 2. Policy period

The Car Hire Legal Assistance Insurance is in force from the date of hiring the car until the date of its return.

Section 3. Territorial limits

The Car Hire Legal Assistance Insurance is valid worldwide with the exception of:

- the following countries: Angola, Botswana, Mozambique, Zambia, Zimbabwe;
- destinations with an advice against travelling.

No cover will be provided if it is known when the journey begins that there is advice against travelling to that destination. This will be the case if the Dutch Ministry of Foreign Affairs has advised against travel in or to the relevant area.

Section 4. Cover

The Car Hire Legal Assistance Insurance offers cover if an unforeseen event occurs during the policy period, as a result of which the insured himself/herself becomes a party to a legal dispute. Payment for the car hire must also have been made with a Card, the payment must be shown on the Insured's Monthly Statement and there must have been no dispute concerning the full transaction sum for the car hire.

Section 5. General rules for the Car Hire Legal Assistance Insurance

5.1 Who is entitled to legal assistance?

In the first place, the Insured: the cardholder.

Other insured persons are also entitled to legal assistance, provided that they are resident in the Netherlands. The authorised driver of the hire car and the passengers are other insured persons.

It may happen that the Insured or an other insured person dies as a result of an accident for which there is an entitlement to legal assistance. In such a case surviving relatives are entitled to submit a claim for reimbursement of their loss or damage under the insurance, provided that they are resident in the Netherlands.

5.2 What happens if there are disputes between the Insured?

The car hire agreement may be in the names of more than one person. In the event of any dispute between those people, no claim may be made under this legal assistance policy. Another insured person may only make a claim under this insurance with the permission of the Insured Person.

5.3 What can the Insured claim for under this insurance?

Occurrence within the policy period The Insured is entitled to legal assistance:

- in the capacity of hirer, driver or passenger of the hire car if the rent was paid for with the card;
- if an unforeseen occurrence takes place during the policy period, as a result of which the Insured himself/herself becomes a party in legal proceedings;
- such occurrence consists of the fact that the Insured is in traffic in the hire car, and:
 - someone makes a traffic or other error, as a result of which the Insured suffers injury and/or loss;
 - the Insured makes a traffic error (or this is alleged) and is prosecuted as a result. The Insured is accused of (charged with) being to blame for another person's death or personal injury. In such a case, ARAG will give immediate legal assistance, regardless of the outcome of the proceedings. For other criminal proceedings: see section 2.5 of the general part of the insurance conditions;
 - the Insured's driving licence must be handed in (on the instruction of the Dutch Ministry of Transport, Public Works and Water Management) other than as part of criminal proceedings.

There is also an entitlement to legal assistance for a contractual dispute with the party hiring out a hire car.

In the case of different but related occurrences, the first occurrence in the series must take place within the policy period.

Foreseeability

It is the case with all insurance policies, and therefore also with legal assistance insurance, that only contingencies are covered. Therefore the Insured cannot make a claim for legal assistance if when he/she hired the car he/she already knew or ought reasonably to have known that something would happen as a result of which he/she could become involved in legal proceedings.

However, in such a case it is for ARAG to demonstrate that the Insured knew or could have foreseen this.

5.4 What is covered in criminal proceedings?

If the Insured is prosecuted for an offence, in principle he/she is not entitled to legal assistance. However, if the Insured is acquitted or the case against him/her is dismissed or it is decided not to bring a prosecution, ARAG will refund the costs of legal assistance incurred by the Insured afterwards. In such a case, the Insured must report this to ARAG within one month of the Court's judgement or the public prosecutor's announcement being made known. In certain criminal proceedings, namely where it is alleged that death or personal injury has occurred as a result of someone's fault, ARAG will nonetheless give direct legal assistance.

5.5 What costs are covered?

ARAG will pay all the costs of the Insured's case being dealt with by its staff (referred to as the internal costs).

In addition, ARAG will pay for the following external costs: the costs of a lawyer from the ARAG-Advocatenennetwerk®, a lawyer outside that network, or another external expert engaged on his/her behalf by ARAG.

The reimbursement of costs is:

- not subject to any limit within Europe, provided that the costs are considered to be the normal and usual costs;
- subject to a maximum of EUR 10,000 outside Europe.
 - the Insured's share of the costs of mediation (a form of dispute resolution through an independent expert), where an attempt is made to resolve the dispute by mediation in consultation with ARAG;
 - the necessary travel and accommodation costs if the Insured has to appear in person before a court abroad;
 - court registry fees and the costs of expert and other witnesses called on behalf of the Insured;
 - the legal costs of the other party, insofar as the court orders the Insured to pay such costs;
 - the costs of enforcing a court decision, for up to five years from the date of the decision.

5.6 What happens if there are several interested parties, or if there is partial cover?

It could be that the Insured wishes to take legal proceedings jointly with others. It may also be that the dispute the Insured reports is only partly insured. In such cases, ARAG will reimburse a proportion of the costs of legal assistance. This means that only the Insured's share of the total costs, or the part that is covered, will be reimbursed in accordance with the provisions on costs in section 2.5.

5.7 What costs are not insured?

The following costs are to be paid by the Insured:

- costs incurred by the other party in collecting debts owed by the Insured (extrajudicial charges);
- costs that the Insured can recover from another party or have reimbursed in another way. A possible claim under the Legal Assistance Act (*Wet op de Rechtsbijstand*) will not be taken into account here;
- VAT, if the Insured can set this off against VAT payments owed by the Insured;
- fines, financial penalties and periodic penalty payments imposed on the Insured.

5.8 What will ARAG do if a foreign authority requires an amount as security?

In cases where a foreign government agency demands a sum of money as security, the Insured can request ARAG to advance the sum. ARAG will advance this sum as an interest-free loan to the Insured, to a maximum of EUR 50,000, on terms to be agreed individually.

Section 6. How does the Insured make a claim under the policy?

6.1 Reporting the existence of a dispute

If the Insured finds himself/herself involved in a legal dispute, he/she should contact ABN AMRO as soon as possible.

In emergencies, the Insured can telephone ARAG directly 24 hours a day, seven days a week on (033) 43 42 350 (local rate), or from outside the Netherlands +31 33 43 42 350.

When the Insured reports a dispute, it is important to state all of the facts which could be significant in assessing and dealing with the matter. It is only then that ARAG can give the Insured the best possible service. ARAG may ask the Insured for additional information or evidence.

If the Insured has any original documents, it is best for him/her to keep them in his/her possession as far as possible. The Insured can send copies of the documents to ARAG. If ARAG needs the original documents in order to deal with the matter, these will be sent back to the Insured immediately after use.

6.2 Preventive action

Even if there is no specific legal dispute yet, but it appears that one could arise in the immediate future, ARAG can assist the Insured to prevent a dispute arising.

6.3 Assessing cover, intake

When the Insured reports a dispute to ARAG, we will first check whether the Insured is covered for this. ARAG will contact the Insured within two working days of assessing the cover, except in exceptional circumstances.

6.4 Dealing with the case

Legal assistance is provided by an expert staff member at ARAG. This staff member will act for the Insured in relation to the people and organisations involved and will negotiate with the other party. Where necessary, he/she will conduct legal proceedings for the Insured.

ARAG may suggest resolving the dispute by way of mediation. ARAG may also suggest engaging a lawyer from the ARAG-Advocatennetwerk®. This would be a lawyer from a firm which has an agreement with ARAG. The ARAG-Advocatennetwerk® consists of law firms specially selected for their expertise and customer orientation. This allows ARAG to guarantee that the Insured's interests will be represented as effectively as possible.

If the Insured agrees to this proposal, ARAG will send the documents to the lawyer. The lawyer will contact the Insured within two working days. The lawyer will then always consult with the Insured directly. If the Insured does not agree to the suggestion of having the matter dealt with by a lawyer from the ARAG-Advocatennetwerk®, an ARAG staff member will deal with the dispute.

In the two circumstances referred to in section 60 of the Insurance Industry (Supervision) Act (*Wet toezicht verzekeringsbedrijf*), the Insured may himself/herself appoint a lawyer:

1. Where a lawyer or other expert authorised by law is requested by ARAG to defend, represent or promote the Insured's interests in judicial or administrative proceedings, the Insured is entitled to choose such lawyer or other expert authorised by law himself/herself. In practice, ARAG will only engage a lawyer for the Insured where proceedings have to be conducted for which representation by a lawyer (*procurator litis*) is compulsory.
2. If both the Insured and the other party are entitled to legal assistance from ARAG (conflict of interest).

The lawyer or other expert will be engaged exclusively by ARAG on behalf of the Insured. The lawyer will be responsible for the conduct of the case.

In a case for which a Dutch court is competent, only lawyers or other experts will be eligible who are qualified to take the required steps and who are registered in the Netherlands and maintain business premises there.

In a case for which a foreign court is competent, only lawyers or other experts will be eligible who are registered with the relevant foreign court.

ARAG would like to be kept informed about the case, in order to monitor the costs and progress. The easiest way is for the Insured to authorise the lawyer to inform ARAG of progress on the case.

6.5 Scenario and a reasonable chance of success

The ARAG staff member or the lawyer will consult with the Insured on how to approach the case. This plan will involve an analysis of the case and, if possible, a scenario with the steps to be taken. The plan will also indicate whether there is a reasonable chance of success in achieving the results the Insured desires. If developments in the case make this necessary, a new plan or an adjusted plan will be drawn up. The Insured will be consulted on this too.

6.6 Buying off

With some cases, as the matter proceeds there can be a lack of proportion between the costs of dealing with the dispute and the financial importance of the dispute. In such a case, ARAG may decide to bring the matter to an end by indemnifying the Insured. ARAG will then have no further obligation to provide legal assistance.

Section 7. In what circumstances is there no entitlement to legal assistance?

7.1 No entitlement to legal assistance

The Insured is not entitled to legal assistance if:

- a. the dispute is reported so late that it is significantly more difficult or more expensive for ARAG to deal with the case;
- b. the Insured has instructed someone to deal with the case without ARAG's permission;
- c. the Insured gives incorrect information or does not provide the cooperation required to deal with the case;
- d. the Insured's interest in the case is less than the applicable deductible under the car hire agreement, with a maximum of EUR 200;
- e. the dispute concerns or is connected with tax law. For this purpose tax law shall also include import duties, excise duty, fees, charges and other levies;
- f. the dispute concerns legislation or regulations which the authorities have made or intend to make and which apply to everyone;

- g. the Insured cannot pay a debt or the dispute concerns bankruptcy or application for bankruptcy or suspension of payments;
- h. the dispute concerns natural disasters or nuclear reactions;
- i. the dispute is connected with some form of act of war. The term act of war shall have the meaning customarily used in the insurance industry and laid down in a text lodged by the Dutch Association of Insurers (*Verbond van Verzekeraars in Nederland*) with the Registry of The Hague District Court on 2 November 1981 under reference number 136/1981;
- j. the Insured is accused of having acted unlawfully in relation to another person.

7.2 Specific exclusions

In addition to the restrictions under section 7.1, no entitlement to legal assistance exists:

- if the Insured drives the hire car without being legally qualified to do so, or if the Insured takes part in races based on speed or skill, or if the Insured drives the hire car under the influence of alcoholic drink or any other narcotic or stimulant substance;
- if the Insured uses the hire car by way of a business, for example by hiring it out or using it as a taxi or for giving lessons;
- in connection with the purchase of used motor vehicles.

7.3 Other policies

Where but for the existence of the Car Hire Legal Assistance Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Car Hire Legal Assistance Insurance shall only be valid and applicable in the last instance. As a result, compensation will only be payable for loss or damage exceeding the sum that the Insured could claim elsewhere.

Section 8. Difference of opinion on dealing with the case/complaints

8.1 Different views on the approach to take

ARAG guarantees the quality of the work done to deal with the Insured's case. However, it may happen that the Insured cannot agree with ARAG on the legal steps to be taken. There may also be a difference of opinion on whether or not there is a reasonable chance of achieving the result desired by the Insured.

If it is not possible to overcome this difference of opinion, it is important to resolve the situation effectively and carefully, without any disadvantage to the Insured as a result.

In such cases, ARAG will therefore engage a recognised, independent expert to act as an arbitrator (in legal terms this is called a binding adviser) and reach a decision on the difference of opinion. In practice, the local Dean of the Bar Association (*Deken van de Orde van Advocaten*) is asked to designate an expert, independent lawyer as arbitrator. The decision reached by this lawyer is then binding on both the Insured and ARAG. The costs of the arbitrator's work are borne by ARAG.

If the arbitrator agrees wholly or mainly with ARAG, the matter will continue to be dealt with by ARAG as proposed earlier. However if the Insured wants to continue the case in accordance with his/her own views, ARAG will send the documents to the Insured and the Insured can deal with the case or have it dealt with at his/her own expense. If the Insured ultimately succeeds in achieving the result desired by the Insured, ARAG will reimburse the Insured for the insured costs of legal assistance afterwards.

If the arbitrator agrees with the Insured's opinion, the Insured has a free choice as to who should deal with the matter further in accordance with these views. The arbitrator is not allowed to take on the case, nor is any member of the arbitrator's firm.

These rules also apply if the matter is dealt with by an ARAG-Advocatennetwerk® lawyer. If the Insured's case is dealt with by a lawyer outside the ARAG-Advocatennetwerk®, and the Insured is not satisfied with the lawyer's conduct of the case, the Insured may continue the case with the help of another lawyer. The costs of doing this are for the Insured's account. If the Insured ultimately succeeds in achieving the result he/she wanted, ARAG will reimburse the Insured for the insured costs of legal assistance afterwards.

8.2 Complaints about and (other) disputes with ARAG

For all complaints about ARAG the Insured may write to or telephone:

ARAG Complaints Office (*ARAG-klachtenbureau*)
P.O. Box 230
3830 AE Leusden
The Netherlands
tel. +31 33 43 42 420
fax +31 33 43 42 475
email: klachtenbureau@arag.nl

The ARAG Complaints Office is responsible for investigating and dealing with the Insured's complaint. The Insured will receive within a few working days confirmation that his/her complaint is being attended to. The Insured will then receive a substantive response as soon as possible.

If this complaints procedure does not lead to a satisfactory result for the Insured, he/she may contact:

Insurance Complaints Institute
(*Stichting Klachteninstituut Verzekeringen*)
P.O. Box 93560
2509 AN The Hague
The Netherlands
tel. +31 70 333 89 99

This foundation covers both the Insurance Ombudsman (*Ombudsman Verzekeringen*) and the Insurance Complaints Authority (*Raad van Toezicht Verzekeringen*).

Disputes with ARAG, for example concerning cover, may also be submitted to the civil courts. The Insured cannot claim under his/her insurance for disputes with ARAG. If the court finds in favour of the Insured, however, ARAG will subsequently reimburse him/her for the costs of legal assistance.

8.3 Contract period and termination of the insurance

The insurer shall be entitled to terminate the insurance prematurely within thirty days of the Insured reporting a dispute which may lead to an obligation for ARAG. As a result of this, no further cover will be provided on the Insured's card for this insurance. ARAG will only make use of this opportunity in special circumstances and in a careful manner. Matters already reported will still be dealt with by ARAG if they are covered.

Apart from the circumstances described above, the insurance will also be terminated prematurely if the policyholder:

- is no longer living or staying or no longer has his/her permanent residence in the Netherlands;
- dies;
- no longer has a card.

8.4 Changes to conditions

The insurer shall be entitled to amend the conditions applying to certain groups of policies en bloc.

Section 9. Personal records, registered office and applicable law

9.1 Personal records

The personal details provided will be processed by ARAG for the purposes of:

- implementing insurance agreements and/or legal services;
- managing the relationships arising out of this, including the prevention and combating of fraud.

The 'Insurance Industry Code of Conduct on Processing Personal Details' (*Gedragcode Verwerking Persoonsgegevens Verzekeringsbedrijf*) shall apply to this processing of personal details.

9.2 Applicable law

This insurance agreement shall be governed by Dutch law.

For questions about insuring the Insured's credit card:
ABN AMRO Credit Card Services 0900-8016 (local rate)

From outside the Netherlands: +31 342 453382