

Conditions motor insurance

ABN AMRO Schadeverzekering N.V.

This is a translation of the original Dutch text. In the event of any disparity between the Dutch original and this translation, the Dutch text will prevail.

These conditions describe your motor insurance. This insurance covers financial setbacks in the *event of damage* to your *car*. You can have the following ways of cover: compulsory liability, compulsory liability + partial cover and compulsory liability + comprehensive cover (all risk).

Do *you* have any questions? Call telephone number 0900 – 0024 (*usual call charges*).

Important to know in advance

Your *car* must have a Legal Liability cover pursuant to the Motor Insurance Liability Act (hereinafter *WAM*). Also when *you* do not use your *car* for a while. This insurance complies with the requirements of the *WAM*.

What do these conditions say?

- >> Page 1: What do the words in italics mean?
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What do the words in italics mean?

Some words in these conditions are printed in italics. These words have a special meaning. The interpretation of these words can be found in the list of definitions at the end of these conditions.



How do *you* report *damage*?

Have *you* suffered *damage*? Report this as quickly as possible. This is possible in two ways:

- ▶ call telephone number 0900 – 0024 (*usual call charges*). Or when abroad, call 0031 26 - 400 23 45;
- ▶ *you* can report the *damage* by means of a European claim form. *You* can request this claim form via abnamro.nl. *You* will find it quickly if *you* search using the words 'damage car' or 'schade auto'.



What changes are *you* always required to report?

You must report the following changes to us:

- ▶ when *you* move;
- ▶ when *you* sell your *car*;
- ▶ when the number of kilometres that *you* drive changes annually;
- ▶ when an *accessory* is added to your *car*;
- ▶ when the *regular driver* of your *car* changes;
- ▶ when your *car* gets a foreign registration number or is used abroad for more than two months.

Please note: *You* must give notice of these changes within 14 days after they arise. *We* will then look for a suitable solution. And assess whether and how the insurance can be continued.



What does your motor insurance cover?

Your motor insurance covers *damage* by or to your *car*. The *damage* must be sudden and unforeseen. The cover is dependent on the choice that *you* have made and is stated on the policy document. The table below lists what is insured for each cover.

Please note: The cover applies, unless there is a situation that your insurance never covers. Therefore, do not just read what your insurance covers, but also read what your insurance never covers.

Your motor insurance covers:	Compulsory liability	Compulsory liability + Partial cover	Compulsory liability + Comprehensive cover (all risk)
your <i>liability</i> for <i>damage</i> by your <i>car</i> or by falling load from your <i>car</i>	✓	✓	✓
your <i>liability</i> for <i>damage</i> caused by a <i>trailer</i> connected to your <i>car</i> or falling load from this <i>trailer</i>	✓	✓	✓
your <i>liability</i> for <i>damage</i> by a motor vehicle that is towed by your <i>car</i> or falling load from it	✓	✓	✓
<i>damage</i> by your <i>car</i> to another motor vehicle owned by <i>you</i>	✓	✓	✓
<i>damage</i> to the upholstery of your <i>car</i> due to transporting an injured person	✓	✓	✓
help services in case of <i>damage</i> :	✓	✓	✓
▶ your <i>car</i> or the <i>trailer</i> connected to your <i>car</i> can no longer drive;			
▶ no one of the passengers can or is allowed to drive your <i>car</i> .			
<i>damage</i> to <i>wind shield</i>		✓	✓
<i>damage</i> to your <i>car</i> due to <i>fire</i> , lightning, <i>explosion</i> or short-circuiting		✓	✓
<i>damage</i> to your <i>car</i> due to theft, attempt to theft, <i>embezzlement</i> or fraud		✓	✓
<i>damage</i> to your <i>car</i> due to <i>joyriding</i> or riots		✓	✓
<i>damage</i> to your <i>car</i> due to hail, <i>damage</i> due to your <i>car</i> being blown over by the wind or a <i>thing</i> falling onto your <i>car</i> due to a <i>storm</i>		✓	✓
<i>damage</i> to your <i>car</i> due to an <i>earthquake</i> , volcanic eruption or a flood		✓	✓
<i>damage</i> to your <i>car</i> due to an avalanche or by rocks falling from a mountain		✓	✓
<i>damage</i> to your <i>car</i> due to a crashing aircraft or spacecraft or a space object		✓	✓
<i>damage</i> to your <i>car</i> due to a crash with an animal		✓	✓
<i>damage</i> to your <i>car</i> due to transport of your <i>car</i>		✓	✓
<i>damage</i> to your <i>car</i> by all other events, such as:			✓
▶ crashing			
▶ slipping			
▶ vandalism			
▶ lose control of the <i>car</i> causing it to get off the road or in the water			



What does your car insurance never cover?

Your motor insurance NEVER covers:

- ▶ the *liability* of a person who stole your *car* or took it with violence;
- ▶ the *liability* of a person who is in your *car* without your permission;
- ▶ *liability* for *damage* to *thing* that is transported in your *car*. Please note: This does not apply to the private property of a passenger;
- ▶ *damage* or *liability* for a *damage* caused or arisen before the beginning or after the termination of your insurance;
- ▶ *damage* or *liability* for a *damage* as national or international laws or rules prohibit this;
- ▶ *damage* arisen in a country that is not listed on the *International Motor Insurance Certificate* or is crossed out on it;
- ▶ *damage* to the driver of your *car*;
- ▶ *damage* caused while the driver of your *car* was not allowed to drive pursuant to the law, laws or legislation of the government;
- ▶ *damage* or *liability* while the *policyholder* or its *household member* is not the owner of the *car* according to the Dutch Driving License Registration Authority (hereinafter *RDW*);
- ▶ *damage* due to *terrorism*, which is not compensated by the Dutch Reinsurance Company for Terrorism Damage. Also see terrorismeverzekerderd.nl;
- ▶ *damage* due to *moles* or a *nuclear reaction*;
- ▶ *damage* due to *intent*, serious negligence or an illegal activity on your part. Please note: This does not apply if the *policyholder* can demonstrate that he knew nothing of this or did not want this;
- ▶ *damage* to your *car* during *business use* or professional use of your *car* for the transport of a *thing* or person;
- ▶ *damage* during the participation to a speed race or *off-road driving*. Please note: This does not apply if the *policyholder* can demonstrate that he knew nothing of this or did not want this;
- ▶ *damage* to your *car* due to the theft of or *joyriding* with your *car* by use of a lost or stolen car key. Please note: This does not apply if the *policyholder* could not know that the car key was lost or stolen;
- ▶ a part of your car breaks due to an *inherent defect* or no longer works inherently;
- ▶ *help service* in case of *breakdown* with your *car* or with the connected *trailer*.

What happens in the event of damage and what do we pay out?

1

What do we do when you report damage to us?

When you report *damage* to us we will determine what happened. We will determine the scope of your *damage*. You provide us the information we need. Has there been a criminal offence? Then you must send us proof that the matter was reported to the police. What if you do not cooperate in the assessment of the *damage* or fail to observe another obligation from the conditions? Then we can refuse to pay out a *damage*.

Sometimes we ask an *expert* to help us to determine the scope of a *damage*. You may also engage an *expert* yourself. We compensate you up to a maximum amount that our *expert* would charge. Does your *expert* charge more? Then we assess whether this is reasonable. We do not reimburse unreasonable costs.

What happens if both you and we each engage an *expert*? These experts will then first appoint an independent *expert* together.

Afterwards your *expert* and our *expert* will each determine the scope of the *damage*. They will try to agree between themselves. What happens if they can't agree? Then the independent *expert* will decide on the matter.

2

How do we determine whether damage is covered?

In order to determine whether *damage* is covered we use these conditions, your policy and the received information.

3

How do we determine the scope of a covered damage?

The compensation of damage depends on your cover. Below you can first read how we determine the compensation of damage for the compulsory liability cover. After that you can read how we determine the compensation of damage for Comprehensive cover.

Please note: Does your policy or do these conditions set out a maximum insured sum? Then we will pay out that sum as a maximum. Do you have an excess? Then we deduct that from the compensation of damage.

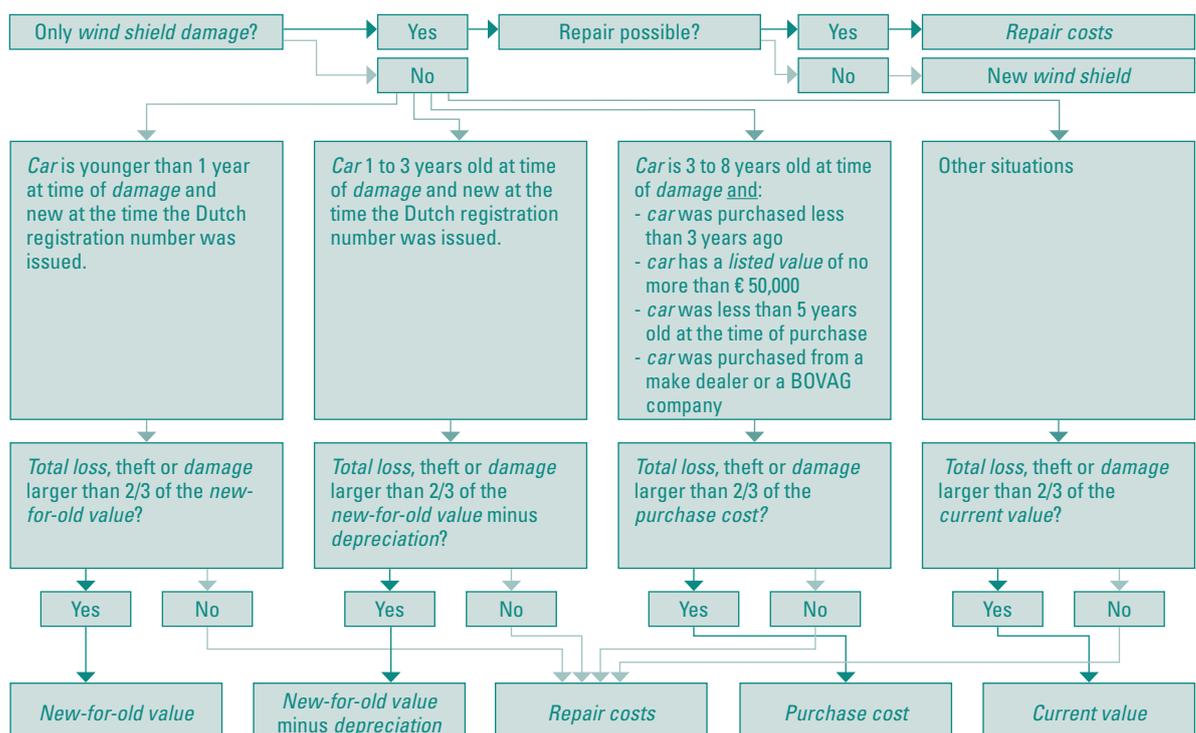
Compulsory liability cover

Are you legally liable for a covered damage? In that case we compensate said *damage* to the other party. Please note: Are you legally liable for a *damage* that is not covered by this insurance? But should we pay this *damage* to the other party according to the WAM? In that case you must pay this damage back to us.

Comprehensive Cover,

Do you have covered *damage* to your car under the Partial Cover or Comprehensive Cover? Then we determine the compensation of damage in accordance with the table below. The following agreements apply to the table:

- ▶ Is your car lost or stolen? Then we do not pay out if the car been retrieved within 20 days. Is the car retrieved after 20 days? Then we will not pay out until the ownership of your car has been transferred to us;
- ▶ Do you have wind shield damage? Then we compensate the amount that companies charge for this that are affiliated to the ABN AMRO Schade Service;
- ▶ Have you added an accessory to your car afterwards? Then this is covered up to € 750. Above that, an accessory is only covered up to the amount that is stated on the insurance policy.



What other costs do we reimburse if your *damage* is covered?

In addition to the insured amount, we reimburse the reasonable costs of *experts*. We also reimburse other costs. But only if you consult with us before you incur these costs. And if we agree. These other costs are:

- ▶ the required costs for *legal assistance* when someone holds you liable;
- ▶ costs made by you in case of theft of your *car* up to a maximum of € 500;
- ▶ your part of the costs in *general average*;
- ▶ a *security deposit* up to a maximum of € 100,000. You authorize us and help us to get this amount back;
- ▶ the costs of a replacement *car* without the fuel when using the *ABN AMRO Schade Service*.
- ▶ the costs of a replacement *car* without the fuel for a maximum of 20 days in case of theft or for a maximum of 5 days in case of *total loss*.
- ▶ the costs of *help service*. Please Note: transport of your *car* or connected *trailer* from abroad is only compensated if repairs take longer than 4 working days.



What other agreements are there?

When does your insurance start?

The insurance commences on the starting date. The starting date is on the policy.

When can your insurance be ended by you?

You can terminate your insurance at any time without giving any reason. You must give notice of the termination of the insurance 30 days before the desired termination date.

When can your insurance be ended by us?

Your insurance can be terminated by us on the revision date. The revision date is on the policy. We must give notice of the termination of the insurance 60 days before the termination date.

We are also allowed to terminate your insurance in the following situations:

- ▶ within 30 days after *damage* has been reported, rejected or paid out;
- ▶ in case of fraud by *you*;
- ▶ changes which *you* must report;
- ▶ when the ABN AMRO bank account, connected to this insurance, is terminated;
- ▶ when *you* have not paid the premium despite a warning.

When does your insurance end automatically?

Your insurance always ends automatically when:

- ▶ *you* no longer reside in the Netherlands;
- ▶ your *car* is registered under a foreign registration number;
- ▶ we have paid *you* a *damage* reimbursement for the *total loss* of your *car*.

When does your insurance change?

The insurance will be changed on the date of change. The date of change is in the changed policy. The previous policy will lapse at that time.

In which situations can we change your insurance?

We may always change the conditions or premium of your insurance on the revision date. We can also change your insurance at other moments:

- ▶ Has the *policyholder* reported a change in the risk? Or are the details on the policy incorrect? Then *we* may change the premium or the conditions.
- ▶ Do *we* want to change the insurance for a specific group of insurances or policyholders at the same time? Then *we* may change the premium, conditions or discounts on a date that *we* choose.

Do *you* not agree to a change? The *policyholder* can then end the insurance within 30 days after our change proposal. The insurance will then end on the date of change. If he does not terminate the insurance? Then *you* accept the change.

No-claim facility

The no-claim facility means that the amount of your premium depends on your claims experience. Your no-claim facility consists of 20 steps. Each step has its own discount percentage.

On the starting date of your insurance *we* determine on which step *you* start and the no-claim facility then commences. *We* base the step on which *you* start on your *years without claims*. Table 1 below lists each step and its discount.

Do *you* have a year without a claim after the most recent change of your step? *You* will then go up one step, up to step 20 maximum. Do *you* have a claim? Then *you* will go down one or more steps on the no-claim scale. Below *you* see how this works. Please Note: Is the driver involved in the *damage* younger than 25 years of age? *You* will then go down one step more than provided in table 2.

Table 1: Which step matches which discount.																				
No-claim step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Discount percentage	-30	-10	10	25	35	45	55	65	75	75	75	75	75	75	75	76	77	78	79	80

Example: Are *you* on step 5 with 35% discount? And *you* had no claim for a year? *You* will then go up to step 6 and *you* will get 45% discount.

Table 2: Which step do you go to after a damage?

Current no-claim step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
No-claim step after <i>damage</i>	1	1	1	1	1	2	3	4	5	5	5	6	6	6	7	7	9	9	9	14

Example: Are *you* on step 9 and have *you* suffered *damage*? *You* will then go up to step 5. In table 5 *you* can see that step 5 has a 35% discount. After a *damage* we adjust your discount and step. This is done on the next 26th day of a month after the payment for a *damage*.

Please note: *You* do not go down a step if:

- ▶ the *damage* is covered under the Limited motor hull cover;
- ▶ another party has fully paid back the compensation of *damage* to us;
- ▶ we must to pay the compensation of *damage* only because this has been agreed with another insurer or is required by law;
- ▶ we must pay more than the actual *damage* and are not fully reimbursed for this amount;
- ▶ we have paid compensation of *damage* for a collision with a cyclist or pedestrian. But only if *you* demonstrate that it was not your fault;
- ▶ *you* pay back a compensation of *damage* to us within 12 months;
- ▶ it concerns a *damage* due to the free transport of an injured person.

When and how does the *policyholder* pay the premium?

The *policyholder* pays the premium on the 1st of every month. This date is called the premium expiry date.

The premium, costs and insurance tax are automatically debited from your account. If this fails or we do not receive any premium? Then we will send the *policyholder* a warning. And if the *policyholder* still does not pay afterwards? Then 15 days after we have sent the *policyholder* a warning there is automatically no longer any cover. And the insurance ends.

Transfer or expiry

In the *event* of *damage* *you* cannot transfer any objects to us.

Claims will be time-barred 3 years after a payout has been made. Or 3 years after the *damage* arose and *you* did not report it to us.

Complaints

Do *you* have a complaint about this insurance or about our service? Then *you* can lodge this complaint with us. *You* can lodge your complaint by means of a complaint form. The complaint form can be found on abnamro.nl *You* will find it quickly if you search using the word 'klachten' [complaints]. Are *you* not satisfied with the outcome? Then *you* can present it to the independent Stichting Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Institution], Postbus 93257, 2509 AG Den Haag or via kifid.nl. *You* may always submit the complaint to a court in the Netherlands.

Protection of privacy and electronic records

We are bound by the "gedragscode Verwerking Persoonsgegevens Financiële Instellingen" [Code of Conduct for the Processing of Personal Details by Financial Institutions]. This code of conduct can be found on verzekeraars.nl if *you* search for 'gedragscode'.

Do we communicate with each other electronically? For example, via internet, e-mail or telephone. Then we can record this communication electronically. As proof or to improve the service.

How do we protect *you* and ourselves against intentionally incorrect information, deception or misleading information?

We presume that we will be informed correctly and completely. If there is a suspicion of intentionally incorrect information, deception or misleading information we can carry out an investigation. We do that in accordance with guidelines of the *Verbond van Verzekeraars*. Because we work together with *Delta Lloyd*, we also follow their guidelines. *You* can find more information about this on deltalloyd.nl/over-ons/integriteit. Here *you* will also find the "Protocol Incidenten waarschuwingssysteem Financiële Instellingen" (PIFI) [Protocol for the Incidents Warning System of Financial Institutions]. This protocol sets out the rules which we abide by if an incident is recorded in a register.

After carrying out an investigation we will make a decision. For example, to immediately terminate the insurance or not to make a payout. And to terminate other insurance with us. In addition we can decide to demand repayment of payouts and seek recovery of the investigation costs. We can also report the matter to the police. All these measures are to ensure that *you* do not pay unnecessary premium because others do not handle their insurance properly.

Dutch law

This insurance is governed by Dutch law. Does a dispute result in a dispute before a court? Then, the dispute is submitted to a court in the Netherlands.

List of definitions



Definition	Explanation
ABN AMRO Schade Service	is a group of <i>damage</i> repair companies with which <i>we</i> have made special agreements for <i>you</i> for the repair of <i>wind shield damage</i> and <i>damage</i> to your <i>car</i> . These agreements are listed on abnamro.nl. <i>You</i> will find it quickly if <i>you</i> search using the words 'characteristics car or kenmerken auto'.
Accessory	is a <i>thing</i> that has been affixed in or to your <i>car</i> permanently. However, only if it is customary to affix this in or to a <i>car</i> .
Acts of war	is organised violence as described in the Dutch Financial Services Supervision Act. <i>We</i> adhere to this description. To summarise, there are <i>acts of war</i> in the <i>event</i> of organised violence: <ul style="list-style-type: none"> ▶ of a country, state or militant organisation which engages in war with military weapons; ▶ of an armed peace-keeping mission of the United Nations; ▶ of a population group or a large group of citizens who are engaged in a civil war; ▶ of a group or movement which rebels or riots against the government; ▶ of group members which mutiny against a ruling authority; ▶ of activists resulting in domestic unrest at various locations.
An inherent defect	is <i>damage</i> which does not arise due to an external <i>event</i> , but due to a feature or failure of the <i>car</i> itself. This also includes short-circuit or overheating.
Breakdown	is a motoric, mechanic or electronic failure.
Business use	is the use during the performance of a job or the operation of a company against payment. <i>Business use</i> also includes the use of your <i>car</i> as a taxi or a rental <i>car</i> .
Car	is the <i>car</i> of which the registration number is on the policy. Or a replacement <i>car</i> with a Dutch registration number while your <i>car</i> is being repaired. <i>Car</i> also includes accessories.
Current Market Value	is the amount required to replace a <i>thing</i> immediately prior to the <i>damage</i> by an equal <i>thing</i> in the same condition. Please note: The same condition also means the same quality and age.
Damage	is material <i>damage</i> to or loss of a property.
Delta Lloyd	is Delta Lloyd N.V. of which <i>we</i> are part.
Depreciation	is 1.3% of the <i>new value</i> for each month that your <i>car</i> is older than 1 year.
Earthquake	is the shaking or trembling of the earth due to a landslide.
Embezzlement	is that someone takes your <i>car</i> with your permission, but does not return it while this should be the case.
Event	is an incident. <i>We</i> deem several incidents which have the same cause one <i>event</i> .
Expert	is an <i>expert</i> person who adheres to the Loss Adjustment Organisations Code of Conduct.
Explosion	is a moment of a sudden heavy manifestation of energy due to a chemical reaction of gases, fumes or fluids.
Fire	is <i>fire</i> that can spread to a place where it does not belong. <i>Fire</i> also includes scorching, melting, singeing, carbonisation and smouldering.
Flooding	is the giving way, breaking through or <i>flooding</i> of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting of the banks.
General Average	is <i>damage</i> to a ship or the load, caused by an action to save the ship, persons on board or the load. The costs hereof are shared by all parties.
Help service	is the bringing to safety and keeping safe your <i>car</i> or towed <i>trailer</i> . And the transport hereof to one address in the Netherlands or possible destruction abroad. <i>Help service</i> also includes the transport of the driver, passengers and baggage to one address in the Netherlands.
Household member	is a person with whom the <i>policyholder</i> cohabits on a long-term basis and as a family.
Intent	is negligence that can be attributed to <i>you</i> .
International motor insurance certificate	is the green International motor insurance certificate for your <i>car</i> .
Joyriding	is driving the <i>car</i> without the permission of the <i>policyholder</i> . And without the intention to steal or keep your <i>car</i> .
Legal assistance	is legal advice.
Liability	is the legal obligation to reimburse <i>damage</i> .
Listed value	is the recommended retail price for a <i>car</i> of a certain make, type and model for the Netherlands.
New Value	is the <i>listed value</i> at the time of the <i>damage</i> .
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Off-road driving	is the unnecessary use of your <i>car</i> on terrain that is not intended for cars.

Policyholder	is the person who took out the insurance and who must ensure that the premium is paid. Have several persons taken out the insurance? The first person mentioned on your policy is the <i>policyholder</i> .
Purchase cost	is the demonstrable amount for which <i>you</i> have purchased a <i>car</i> from an official make (sub)dealer or a BOVAG-recognized car company in the Netherlands.
RDW	is the National Vehicle and Driving Licence Registration Authority.
Regular driver	is the person who usually drives your <i>car</i> .
Repair costs	are the costs of a repair required to return a <i>thing</i> to its original condition.
Security Deposit	is an amount that a foreign government orders <i>you</i> to provide as a deposit. The amount is intended as a guarantee for the payment of the <i>damage</i> .
Storm	is wind force 7 or more according to the KNMI.
Terrorism	is violent behaviour in the form of an attack or malicious contamination. And is intended to realise political, religious or ideological goals. A document has been prepared on the reinsurance of <i>terrorism</i> . Said document sets out what is insured. The document is called 'protocol afwikkeling claims' [Claims Handling Protocol]. The document can be found on terrorismeverzekerder.nl .
Thing	is a tangible object as described in the Dutch Civil Code.
Total loss	is the situation in which it is technically no longer possible to repair your <i>car</i> .
Trailer	is a caravan or another <i>trailer</i> that is towed to your <i>car</i> . Or that has become disconnected from your <i>car</i> and has not yet come safely to a standstill outside traffic.
Usual call charges	are your <i>usual call charges</i> without surcharges. These charges are set by your telephone provider.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See also verzekeraars.nl .
WAM	is the Motor Insurance Liability Act.
We	is ABN AMRO Schadeverzekering N.V.
Wind Shield Damage	is the bursting or breaking of a front, side or rear window of your <i>car</i> .
Wind Shield	is the front, side and rear window of your <i>car</i> .
Years without claims	are accrued when <i>you</i> do not have any <i>damage</i> . With this <i>we</i> determine your no-claim step and consequently your premium discount on the starting date.
You	is: <ul style="list-style-type: none"> ▶ the <i>policyholder</i>, ▶ the owner of your <i>car</i>; ▶ a passenger of your <i>car</i>; ▶ the driver of your <i>car</i> who is allowed to drive this; ▶ a surviving relative of a deceased occupant. But only in the case of <i>legal assistance</i>.