

Car insurance terms and conditions: passenger accident insurance

ABN AMRO Schadeverzekering N.V.

These terms and conditions describe the passenger *accident* insurance portion of your *car* insurance. This insurance pays out a sum of money if *you* become permanently disabled or die due to an *accident* with your *car*.

If *you* have any further questions, please telephone us on 0900 – 0024 (*usual call charges apply*).

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What do the words in italics mean?

Some words in these terms and conditions are printed in italics. These words have a special meaning. The explanation of these words can be found in the glossary at the end of these terms and conditions.



How do *you* report an *accident*?

If *you* have had an *accident*, please report this as quickly as possible. *You* can telephone us on 038 - 496 71 23. When calling from outside of the Netherlands, please call 0031 26 - 400 23 45.



What changes must *you* always report?

You must report the following changes to us:

- ▶ when *you* move house;
- ▶ when *you* sell your *car*;
- ▶ when your *car* is issued with a foreign vehicle registration number or has been outside of the Netherlands for more than two months.

Note: *you* must report these changes within 14 days after they occur. If *you* fail to report a change on time, the payout *you* will receive in the event of *damage* may be cut completely or partially.



What will your passenger *accident* insurance cover?

Your insurance covers a payout if an *occupant* dies or becomes permanently disabled due to an *accident* involving your *car*.

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 what your insurance never covers.

Limited cover in the event of *damage* due to terrorism

In the event of *damage* due to terrorism the Claims Settlement Protocol of the Nederlandse Herverzekingsmaatschappij voor Terrorisemeschaden N.V. (NHT) (Dutch reinsurance company for *damage* caused by terrorism) applies. The cover and compensation for this *damage* are limited. The cover and compensation are described on the Clauses Sheet on Terrorism Cover of the NHT, which *you* can find at www.terrorisemeverzekerder.nl. *We* can also send *you* a copy on request.



What will your passenger *accident* insurance never cover?

Your passenger *accident* insurance will NEVER cover a payout for an *accident*:

- ▶ caused or arisen before the start or after the end of your insurance;
- ▶ that arose in a country that is not listed on the *green proof of insurance card* or is crossed out on this card;
- ▶ where the driver of your *car* is not allowed to drive according to the laws or regulations of the government;
- ▶ if national or international laws or rules prohibit this;
- ▶ if the registration of the *car* is not in the name of the *policyholder* or their *household member*;
- ▶ by *intent*, serious negligence or an illegal activity in which *you* have engaged;
- ▶ during paid commercial transport of a person or a *thing* with your *car*. Note: this does not apply if the *policyholder* demonstrates that they were unaware of this or did not want this;
- ▶ during participation in a *race*, *off-road driving* or by driving on a circuit;
- ▶ of an *occupant* who is not sitting in a regular seat;
- ▶ of an *occupant* who is not wearing a seat belt, despite this being mandatory;

What happens in the event of an *accident* involving your *car* and what do we pay out?



1 What do we do in the event of an *accident* involving your *car*?

If an *accident* is reported to us, *we* will determine what has happened. *You* or your surviving relative must provide us with the information *we* need. *We* sometimes ask a physician to assist us in this. In such event, *you* or your surviving relative must cooperate with this.

If *you* fail, or your surviving relative fails, to comply with an obligation under these terms and conditions, then *we* may refuse to pay out.

2 How do we determine whether an *accident* involving your *car* is covered?

To determine whether an *accident* is covered *we* use these terms and conditions, your policy and the information *we* received.

3 What do we pay out in the event of an *accident* involving your *car*?

The payment in the event of death due to an *accident* is the insured sum in the event of death stated in the policy. In the event of permanent disability, *we* multiply the insured sum in the event of permanent disability by your disability percentage. *We* determine this percentage according to the *AMA rules*. Permanent disability must be determined by the treating physician within 1 year after the *accident*. In determining your disability percentage, *we* do not take your profession or hobby into account. If *you* were already partially permanently disabled before the *accident*, *we* will deduct this from your disability percentage.

Note: for this insurance, the disability percentage in the event of a *whiplash* is a maximum of 5%. If your policy or these terms and conditions state a maximum insured sum, then *we* will pay out that amount as a maximum. *We* will pay directly to the affected *occupant* or their surviving relative.

Your insurance covers a payout if an *occupant* dies or becomes permanently disabled due to an *accident* involving your *car*.

>> Words that appear in italics are explained in the list of definitions on page 5.



What other agreements are there?

When does your insurance start?

The insurance starts on the starting date. The starting date is stated in the policy.

When does your insurance change?

The insurance changes on the change date. The change date is stated in the changed policy. The policy that *we* provided earlier will expire on the change date.

In what situations may *we* change your insurance?

We may always change the conditions or premium of your insurance on the review date. *We* may also change your insurance at other times:

- ▶ If the *policyholder* reports a change in the risk or the information in the policy is incorrect, then *we* may change the premium or the conditions.
- ▶ If *we* wish to change the insurance of a specific group of policies or policyholders simultaneously, then *we* may change the premium, the conditions or the discounts on a date of our choosing.

If *you* do not agree with a change, then the *policyholder* may terminate the insurance. In that case, the insurance will end on the change date. If the *policyholder* does not terminate the insurance accordingly, then they accept the change.

When may *you* terminate your insurance?

The *policyholder* may terminate the insurance at any time without stating reasons.

When may *we* terminate your insurance?

We may terminate your insurance on the review date. The review date is stated in the policy. *We* must give notice of the termination of your insurance 60 days prior to the review date.

We may also terminate your insurance in the following situations:

- ▶ within 30 days after *damage* has been reported, rejected or paid out;
- ▶ in the event of the provision of incorrect information, fraud or deception by *you*;
- ▶ in the event of changes which *you* must report;
- ▶ when the ABN AMRO bank account linked to this insurance is closed;
- ▶ when *you* fail to pay the premium despite a warning.

When does your insurance end automatically?

Your insurance ends automatically if:

- ▶ your *car* insurance with us for your *car* is terminated;
- ▶ *you* no longer live in the Netherlands;
- ▶ your *car* is issued with a foreign vehicle registration number;
- ▶ *we* paid *you* *damage* reimbursement for the total loss of your *car*.

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

The *policyholder* pays the premium around the first day of each month. This date is called the premium due date.

The premium, costs and insurance premium tax are automatically debited from your account. If this is not possible or *we* do not receive the premium, then *we* will send the *policyholder* a warning. If the *policyholder* fails to pay after the warning, then the cover and the insurance will automatically end 15 days after the date on which *we* sent the *policyholder* the warning.

Transfer or time-barring

Claims will be time-barred 3 years after a payout has been made for an *accident*, or 3 years after an *accident* occurred and *you* failed to report this to us.

Complaints

If *you* are not satisfied with this insurance or our service, *you* can file a complaint with us. For more information on how to file a complaint with us, please go to abnamro.nl/klacht. If *you* are not satisfied with the outcome, *you* can submit this to the independent Klachteninstituut Financiële Dienstverlening (Kifid) (Financial Services Complaints Tribunal), PO Box 93257, 2509 AG The Hague or via kifid.nl. *You* can also submit the complaint to a court in the Netherlands.

Protection of privacy and electronic recording

We are bound by the Code of Conduct for the Processing of Personal Data by the Insurance Industry (Gedragscode Verwerking Persoonsgegevens Verzekeraars). *You* can find this code of conduct on verzekeraars.nl if *you* search for 'persoonsgegevens' (personal data).

If *we* communicate with each other electronically, for example, via Internet, e-mail or telephone, then *we* may record this communication electronically. As evidence or to improve our service.

External processing of personal data at Stichting CIS

If *you* take out insurance or change your insurance with us, *you* provide us with information. *You* also provide information when *you* report *damage* to us. Stichting CIS, the Foundation Central Information System by and for insurance companies operating in the Netherlands, records this data in its database and processes this data. As part of a responsible acceptance, risk management and fraud control policy, *we* consult with and record information about your insurance at Stichting CIS. The objective of this is to manage risks and combat fraud. This registration is subject to the Stichting CIS privacy statement. For more information, please visit www.stichtingcis.nl. Here *you* can also find the applicable privacy statement.

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

We assume 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 this in accordance with guidelines of the Verbond van Verzekeraars, the Dutch Association of Insurers. Because *we* work with *Nationale Nederlanden*, *we* also follow their guidelines. More information on this can be found at abnamro.nl/klantgericht-verzekeren.

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

Sanctions laws and regulations

Sometimes *we* are prohibited from concluding an insurance agreement with *you*, because of national and international sanctions rules. The insurance agreement will not be concluded if *you* or another interested party are/is on a national or international sanctions list, which will be checked by us afterwards. That is why a 'condition precedent' applies. The condition precedent is: "The agreement will only be concluded if the check does not show that, on the basis of sanctions laws or regulations, it is not allowed to provide financial services on behalf of or for the benefit of: the *policyholder*; insured persons, co-insured persons and other persons or legal entities which could benefit from the existence of the agreement; representatives and authorised agents of the *policyholder's* company; ultimate financial stakeholders in the *policyholder's* company".

Dutch law

This insurance is governed by Dutch law. If a dispute results in proceedings before a court, the dispute will be brought before a court in the Netherlands.

Glossary



Tern	Meaning
Accident	is a sudden external force acting on the body. <i>We</i> consider several incidents that have the same cause to be one event.
AMA rules	are the last known rules for establishing a degree of disability of the American Medical Association and the additions made thereto by the Netherlands Association for Neurology and the Netherlands Orthopaedic Association.
Car	is the passenger <i>car</i> whose registration number is stated in 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.
Damage	is material <i>damage</i> , personal injury or loss of a <i>thing</i> .
Green proof of insurance card	is the international motor insurance card for your <i>car</i> .
Household member	is a person with whom the <i>policyholder</i> cohabits for a longer period of time and as a family.
Intent	is an attributable fault on your part.
Nationale Nederlanden	is NN Group N.V., of which <i>we</i> are a part.
Occupant	is all persons in your <i>car</i> or all persons getting in or off your <i>car</i> . An <i>occupant</i> is also someone who exits your <i>car</i> and stays near your <i>car</i> in the event that your <i>car</i> breaks down en route.
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. If several persons have taken out the insurance, the first person mentioned in the policy is the <i>policyholder</i> .
Race	is a <i>race</i> with your <i>car</i> that involves speed, regularity or skill.
RDW	is the National Vehicle and Driving Licence Registration Authority (Rijksdienst voor het Wegverkeer).
Thing	is an object as described in the Dutch Civil Code.
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 .
We	is ABN AMRO Schadeverzekering N.V.
Whiplash	is a cervical or lumbar acceleration or deceleration injury to the spinal column with possible neuropsychological or vestibular abnormalities.
You	is: 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 the <i>car</i> by the <i>policyholder</i> .