

# Car insurance terms and conditions: breakdown assistance

## 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.



### What should *you* do in the *event* of a *breakdown* of your *car*?

If your *car* has broken down, please contact us immediately. *You* can call telephone number 038 - 496 71 23. When calling from outside of the Netherlands, please call 0031 26 - 400 23 45. Note: *you* are only entitled to *help assistance* if *you* call us first.



### 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 assistance does your *breakdown* assistance insurance offer?

Your *breakdown* assistance insurance offers *help assistance* in the *event* of a *breakdown* of your *car* due to a sudden and unforeseen *event*. You are only entitled to *help assistance* if you call us first. We will arrange the *help assistance* for you. The *help assistance* depends on the choice that you have made.

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.

If the policy states that you have *Breakdown Assistance Insurance NL*, then your insurance covers the following in the Netherlands:

- ▶ *help assistance* in the *event* of a *breakdown* of your *car* or *connected trailer*;
- ▶ *emergency repairs* up to a maximum of EUR 500 if your *car* or *connected trailer* can no longer be operated due to a *breakdown*. Note: this does not include the replacement of parts;
- ▶ a replacement driver if the driver is no longer able to drive due to illness or an accident. However, only if no other occupant is allowed to drive the *car*;
- ▶ a replacement *car* for a maximum of 5 working days if your *car* cannot be repaired on the spot. We do not reimburse the costs of fuel.

If the policy states that you have *Breakdown Assistance Insurance Abroad*, then your insurance covers the following abroad:

- ▶ *help assistance* in the *event* of a *breakdown* of your *car* or *connected trailer*. Note: transport of your *car* or *connected trailer* from abroad is only compensated if repairs take longer than 4 working days;
- ▶ *emergency repairs* up to a maximum of EUR 500 if your *car* or *connected trailer* can no longer be operated due to a *breakdown*. Note: this does not include the replacement of parts;
- ▶ a replacement driver if the driver is no longer able to drive due to illness or an accident. However, only if no other occupant is allowed to drive the *car*;
- ▶ a replacement *car* for a maximum of 15 working days if the repair of your *car* takes more than 24 hours. We do not reimburse the costs of fuel;
- ▶ costs abroad of destruction and the import of your *car* or trailer abroad.

## 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 Herverzekeringsmaatschappij 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](http://www.terrorisemeverzekerder.nl). We can also send you a copy on request.



## When does your *breakdown* assistance insurance never offer assistance?

Your *breakdown* assistance insurance **NEVER** offers assistance in the *event* of a *breakdown*:

- ▶ due to *acts of war* or a *nuclear reaction*;
- ▶ caused or arisen before the start or after the end of your insurance;
- ▶ arisen in a country that is not listed on the *green proof of insurance card* or is crossed out on this card;
- ▶ arisen or caused after the 60th day of a trip;
- ▶ 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 commercial use of your *car*;
- ▶ during participation in a *race*, *off-road driving* or by driving on a circuit;
- ▶ if your *car* has no valid periodic vehicle inspection certificate when it should have one according to the law;
- ▶ for which we have provided assistance before and you have not had the cause of the *breakdown* repaired by an expert;
- ▶ in connection with a trip to an area in respect of which the Ministry of Foreign Affairs has advised against travel. See also [rijksoverheid.nl/reisadviezen](http://rijksoverheid.nl/reisadviezen). Note: this does not apply if an insured demonstrates that they were already in the area. In that *event*, the insured has to leave this area as soon as possible.

>> Words that appear in italics are explained in the list of definitions on page 6.

## What happens in the *event* of a *breakdown* of your *car*?

1

### What do *we* do if *you* report a *breakdown* of your *car*?

If *you* report a *breakdown* to us, *we* will determine what has happened. *You* must provide us with the information *we* need. If *you* fail to observe an obligation under the conditions, *we* may refuse assistance.

2

### How do *we* determine whether *you* are given assistance?

In order to determine whether *you* are given assistance *we* use these terms and conditions, your policy and the information *we* received.

Note: if your policy or these terms and conditions state a maximum insured sum, then *we* will pay out that amount as a maximum.

3

### What do *we* also reimburse if *we* offer assistance?

In the *event* of a *breakdown* *we* also reimburse the following costs:

- ▶ telephone costs up to a maximum of EUR 50;
- ▶ costs of destruction and the import of your *car* or trailer abroad.



## 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;
- ▶ the *policyholder* no longer lives 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

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 for *damage* or 3 years after *damage* arose and *you* failed to report this to us.

>> Words that appear in italics are explained in the list of definitions on page 6.

## 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](http://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](http://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](http://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](http://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](http://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



Term	Meaning
Acts of war	is organised violence as described in the Dutch Financial Supervision Act (Wet op het financieel toezicht). <i>We</i> adhere to this description. To summarise, <i>acts of war</i> refers to organised violence: <ul style="list-style-type: none"> <li>▶ by a country, state or militant organisation which engages in war with military weapons;</li> <li>▶ by an armed peace-keeping mission of the United Nations;</li> <li>▶ by a population group or a large group of citizens who are engaged in a civil war;</li> <li>▶ by a group or movement which rebels or riots against the government;</li> <li>▶ by group members which mutiny against a ruling authority;</li> <li>▶ by activists resulting in domestic unrest at various locations.</li> </ul>
Breakdown	is a motoric, mechanic or electronic failure.
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.
Connected trailer	is a caravan or other trailer that is connected 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.
Damage	is material <i>damage</i> , personal injury or loss of a <i>thing</i> .
Emergency repairs	is repair work which allows <i>you</i> to continue to drive safely to the destination or to the nearest garage from the place where your <i>car</i> broke down.
Intent	is an attributable fault on your part.
Event	is an incident. <i>We</i> consider several incidents that have the same cause to be one <i>event</i> .
Green proof of insurance card	is the international motor insurance card for your <i>car</i> .
Help assistance	is the recovery of your <i>car</i> or <i>connected trailer</i> and its transportation to an address in the Netherlands or its destruction. <i>We</i> include the transportation of the driver, passengers and luggage to an address in the Netherlands under <i>help assistance</i> .
Household member	is a person with whom the <i>policyholder</i> cohabits for a longer period of time and as a family.
Nationale Nederlanden	is NN Group N.V., of which <i>we</i> are a part.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Off-road driving	is voluntarily driving a <i>car</i> in a place where cars normally do not go.
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.
Total loss	is the situation in which it is technically no longer possible to repair your <i>car</i> .
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 <a href="#">verzekeraars.nl</a> .
We	is ABN AMRO Schadeverzekering N.V.
You	is: <ul style="list-style-type: none"> <li>▶ the <i>policyholder</i>,</li> <li>▶ the owner of your <i>car</i>,</li> <li>▶ a passenger of your <i>car</i>,</li> <li>▶ the driver of your <i>car</i> who is allowed to drive the <i>car</i> by the <i>policyholder</i>,</li> </ul>