

Conditions motor insurance indemnity occupants

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 the indemnity insurance occupants of your motor insurance. This insurance pays out an amount if an *occupant* incurs *personal injury* or *property damage* as a result of a road incident with your *car*.

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

What do these conditions say?

- >> Page 1: What do the words in italics mean?
- >> Page 1: How do *you* report a *damage*?
- >> Page 1: What changes are *you* always required to report?
- >> Page 2: What does your indemnity insurance occupants cover?
- >> Page 2: What does your indemnity insurance occupants never cover?
- >> Page 3: What happens in case of a road *accident* with your *car* and what do *we* pay out?
- >> Pages 4-5: What other agreements are there?
- >> Page 6: Definitions with explanation of words printed in italics.



What do the words in italics mean?

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



How do *you* report a *damage*?

Have *you* been involved in an *accident*? Report this as quickly as possible. *You* can call telephone number 038 - 496 71 23. Or 0031 26 – 400 23 45 if *you* are abroad.



What changes are *you* always required to report?

You must report the following changes to us:

- ▶ if *you* move house;
- ▶ if *you* sell your *car*;
- ▶ if your *car* gets a foreign license plate or is abroad longer than two months.

Please note: *You* are required to report these changes within 14 days of their occurrence. If *you* fail to report a change on time, *you* could receive no or a lower payment in the event of *damage*.



What does your indemnity insurance occupants cover?

Your insurance covers *personal injury* and *property damage* incurred by an *occupant* as a result of a road accident with your *car*. The *damage* must be sudden and unforeseen.

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



What does your indemnity insurance occupants never cover?

Your indemnity insurance occupants NEVER covers:

- ▶ *personal injury* and *property damage* that arose or was caused before the beginning or after termination of your insurance;
- ▶ *personal injury* and *property damage* arisen in a country that is not stated or crossed out on the *international motor insurance certificate*;
- ▶ *personal injury* and *property damage* whereby the driver of your *car* is not allowed to drive according to the law or government laws or regulations;
- ▶ *personal injury* and *property damage* if national or international laws or regulations prohibit this;
- ▶ *personal injury* and *property damage* if the *policyholder* or a *household member* is not the owner of your *car* according to the *RDW*;
- ▶ *personal injury* and *property damage* due to *terrorism* that is not compensated by the Netherlands Reinsurance Company for Losses from Terrorism. See also nht.vereeende.nl/downloads;
- ▶ *personal injury* and *property damage* due to intent, serious negligence or during an illegal activity on your part;
- ▶ *personal injury* and *property damage* during participation in a speed race or *off-road driving*;
- ▶ *personal injury* and *property damage* of a participant who is not positioned in a normal seat;
- ▶ *personal injury* and *property damage* of an *occupant* who does not wear a safety belt whereas this is in fact obligated;
- ▶ *personal injury* and *property damage* that is covered or compensated based on a law, provision or another insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- ▶ *personal injury* and *property damage* during paid transport of a person or *thing* for business purposes using your *car*. Please note: This does not apply if the *policyholder* demonstrates that he did not know or did not want this;
- ▶ *property damage* to your *car* or a *trailer* towed to your *car*;
- ▶ *property damage* as a result of the circumstance that your *car* is attached or claimed by the government;
- ▶ loss of money or valuable papers of over €500 per *event*.

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

What happens in case of a road *accident* with your *car* and what do we pay out?

1

What do we do in case of a road *accident* with your *car*.

If you report *damage* to us we will determine what has happened and whether the *damage* is covered. And the scope of your *damage*. You must provide us with the information we require. Was a crime committed? Then you must send us proof that the matter has been 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 may refuse to payout a *damage* claim.

Sometimes we ask an *expert* to help us determine the cause and extent of the *damage*. You may also engage an *expert* yourself. We reimburse this up to the maximum amount that our *expert* charges. 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 together appoint an independent *expert*. Your *expert* and our *expert* will subsequently each determine the scope of the *damage*. They will try to agree between themselves. If they cannot agree, the independent *expert* will decide the matter.

2

How do we determine whether a *damage* is covered?

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

3

How do we determine the compensation in the event of covered *damage*?

In case of covered *personal injury* caused by a road accident, we compensate the financial disadvantage suffered by an *occupant* on account of this *personal injury*.

In case of covered *property damage*, we compensate the *current value* of a *thing* less any residual value. Please note: We do not do so if the *repair costs* are lower. In that case we will payout the *repair costs*.

Please note: Does your policy or do these conditions set out a maximum insured sum? Then we will payout that sum as a maximum. If the total *damage* of the *occupants* exceeds this amount, we will divide this amount over the *occupants* in proportion to their *damage*.



What other agreements are there?

When does your insurance start?

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

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. The insurance will then end on the date of change. If the *policyholder* does not terminate the insurance? Then he accept the change.

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 policy that we have issued previously expires as of the change date.

When can your insurance be ended by you?

You can terminate your insurance at any time without stating reasons.

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 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;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ changes which you must report;
- ▶ when the ABN AMRO bank account, connected to this insurance, is terminated;
- ▶ when you do not pay the premium despite a warning.

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

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

The insurance premium, costs and insurance tax will be automatically deducted 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? Then cover automatically lapses 15 days after we have sent the *policyholder* a warning. And the insurance ends.

Transfer or time-barring

Claims will be time-barred 3 years after a payout has been made for a *damage*. Or 3 years after the *damage* and you did not report it 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 report a complaint to 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], P.O. Box 93257, 2509 AG The Hague or via kifid.nl. *You* may also submit the complaint to a court in the Netherlands.

Protection of privacy and electronic recording

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’ (code of conduct).

Do *we* communicate with each other electronically? For example, via the Internet, email 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 *Nationale Nederlanden*, *we* also follow their guidelines. *You* can find more information about this on abnamro.nl/kkv.

After carrying out an investigation *we* will make 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* 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.

Sanctions regulations

Sometimes, national and international (sanctions) rules may forbid us to conclude an insurance agreement with *you*. The insurance does not come into being if *you* or another interested party is on a national or international sanctions list. As *we* check this retrospectively, a ‘condition subsequent’ applies. The condition subsequent is: “The agreement will only be concluded if it does not appear from testing that it is prohibited, on the basis of sanctions rules, to provide financial services for or on behalf of: policyholder; insured parties, co-insured parties and other (legal) persons who could benefit from the existence of the agreement; representatives and authorised representatives of the policyholder’s company; ultimately beneficial owners of the policyholder’s company”.

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
Accident	is a sudden and unforeseen impact that affects the body from the outside. <i>We</i> deem several incidents which have the same cause one <i>event</i> .
Car	is the <i>car</i> of which the registration number is on the policy. Or a replacement <i>car</i> with Dutch number plates while your <i>car</i> is being repaired. <i>Car</i> also includes accessories.
Current 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> , personal injury or loss of a <i>thing</i> .
Event	is an incident. <i>We</i> deem several incidents which have the same cause one <i>event</i> .
Expert	is an expert person who has undertaken to adhere to the Loss Adjustment Organisations Code of Conduct.
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 International motor insurance certificate for your <i>car</i> .
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are part.
Occupant	is the driver and the passengers getting in or out of your <i>car</i> . An <i>occupant</i> is also someone who exits your <i>car</i> and stays near to your <i>car</i> in the <i>event</i> that your car breaks down en route.
Off-road driving	is the unnecessary use of your <i>car</i> on terrain that is not intended for cars.
Personal injury	is injury, illness or death of a person and the related consequences.
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> .
Property damage	is material damage to or loss of a <i>thing</i> and the related consequences.
RDW	is the National Vehicle and Driving Licence Registration Authority.
Repair costs	are the costs of a repairs required to return a <i>thing</i> to its original condition.
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 nht.vereeende.nl/downloads .
Thing	is an object as described in the Dutch Civil Code.
Usual call charges	are your <i>usual call charges</i> without surcharge. These charges are set by your telephone provider.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See soverzekeraars.nl .
We	is ABN AMRO Schadeverzekering N.V.
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 the <i>car</i> by the <i>policyholder</i>.