

Conditions student insurance accidents

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 accident insurance of your student insurance. This insurance pays out an amount in case of permanent disability or the death of an *insured* due to an *accident*.

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

What do these conditions say?

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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 an *accident*?

Has an *insured* been in an *accident*? Then report this as quickly as possible via telephone number +31 (0)38 496 7123.



What changes are *you* always required to report?

You must report the following changes to us:

- ▶ when *you* are insured as single person and this situation changes;
- ▶ when your household is expanded with a child living at home;
- ▶ if *you* move abroad. Then *you* will no longer be insured and the insurance will end;
- ▶ when *you* are no longer entitled to student finance.

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 accident insurance cover?

Permanent disability or death

Your insurance covers payout if an *insured* becomes permanently disabled or dies due to an *accident*.

Re-education costs

Is an *insured* permanently disabled due to an *accident* and must they change study programmes? Then your insurance also covers the necessary re-education costs.

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



What does your accident insurance never cover?

Your insurance NEVER covers a payout for an *accident*:

- ▶ that arose or was caused before the beginning or after termination of your insurance;
- ▶ due to *intent* or an illegal activity of the *insured*;
- ▶ caused by an existing disease or disorder of the *insured* or if this aggravates the consequences of the *accident*;
- ▶ if it cannot be medically established that the *insured* has physical injury;
- ▶ if the *insured* rides on a motorcycle or scooter with a cylinder capacity larger than 50cc;
- ▶ if the *insured* participates in a competition or record drive with a vehicle, bicycle or horse;
- ▶ if national or international laws or rules prohibit this;
- ▶ by making a trip with an aircraft. Please note: this does not apply if the *insured* is a passenger on an airplane;
- ▶ by a glacier or high mountain trip which is customarily made with a guide;
- ▶ by suicide or attempted suicide of the *insured*;
- ▶ due to insanity, derangement or a stroke of the *insured*;
- ▶ due to the *insured's* intentional participation in a fight;
- ▶ due to the *insured* practising a *dangerous sport*;
- ▶ due to an *earthquake*, volcanic eruption, *flooding*, *nuclear reaction* or *acts of war*;
- ▶ due to *terrorism* that is not compensated by the Dutch Terrorism Risk Reinsurance Company [Nederlands Herverzekeringsmaatschappij voor Terrorisemeschade (NHT)]. See also nht.verende.nl/downloads;
- ▶ because an *insured* is under the influence of alcohol or a *narcotic substance*; Please note: this does not apply if the *insured* uses this by prescription of a physician and the *insured* abides by this prescription.

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

1

When does an *accident* have to be reported?

Does an *insured* become permanently paralysed due to an *accident*? Then *you* must report this to us as soon as possible, but no later than 6 months after the *accident*. *You* may also report this later. However, never more than 3 years after the *accident* and *you* must prove that:

- ▶ the *accident* has arisen or was caused after the start and before termination of your insurance;
- ▶ the consequences of the *accident* are not aggravated by a disease or disorder of the *insured*;
- ▶ Does an *insured* die due to a covered *accident*? Then the legal heirs must report this to us no later than 48 hours before the funeral.

If an *accident* is reported too late or *you* fail to comply with another obligation from these conditions? Then *we* can refuse payout

2

What happens if an *accident* is reported?

If *you* report an *accident* to us, then *we* will determine what happened and whether the *accident* is covered.

Does an *insured* become permanently disabled due to an *accident*? Then the *insured* must immediately be examined by a physician. Sometimes *we* ask a medical expert to assist us in gathering the required information. Or *we* will ask for a medical examination. The *insured* is then obliged to cooperate with this.

Does an *insured* die due to a covered *accident*? Then the beneficiary must provide us with all the information *we* need. And give permission for an investigation or autopsy if *we* require it.

3

How do *we* determine whether an *accident* is covered?

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

4

How do *we* determine the amount of the payout of a covered *accident* and what do *we* pay out?

The amount of the payout depends on the cover. Below, *you* can read in what situation *we* will payout in case of a covered *accident*.

Permanent disability

For the payout in case of permanent disability *we* take the insured sum on the policy as a starting point. *We* multiply this amount with the degree of disability of an *insured*. *We* establish this percentage according to the *AMA rules*. Permanent disability has to be established by the general practitioner within 2 years after the *accident*. *We* do not take your occupation or hobby into account when establishing this. Was the *insured* permanently partially disabled before the *accident*? Then *we* will deduct that part from the degree of disability.

Does the *insured* die before *we* have established the degree of disability? And is that death not the consequence of the covered *accident*? Then *we* pay out an amount that is compatible with the permanent disability before death that can reasonably be expected.

The amount of the payout for permanent disability is determined as soon as it is established that the degree of invalidity will not change anymore. The amount of the payout is established no more than 2 years after the date of the covered *accident*. Does establishing a payout take longer than 2 years? Then *we* increase the payout after the first year with an interest of 6 percent.

We pay out the remaining amount to *you*.

Death

Does an *insured* die due to a covered *accident*? Then *we* pay out the insured amount to the legal heirs. This amount is on the policy.

Re-education costs

Is an *insured* permanently disabled due to an *accident* and must they change study programmes? Then *we* pay out the necessary re-education costs to a maximum of the insured amount. This amount is on your policy.



What other agreements are there?

When does your insurance start?

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

When does your insurance change?

The insurance will be changed on the date of change. The date of change is on the changed policy. The policy that *we* have issued previously expires as of the change date.

In what situations may *we* change your insurance?

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

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

Do *you* not agree with a change? *You* may then end the insurance. The insurance will then end on the date of change. *You* do not do this? Then *you* accept the change.

When may *you* terminate your insurance?

You may terminate your insurance at any time. *You* cannot terminate your insurance with retroactive effect.

When may *we* terminate your insurance?

We may terminate your insurance 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 revision date.

We may also terminate your insurance in the following situations:

- ▶ within 30 days after a *damage* has been reported, rejected or paid out;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ in the event of changes which *you* must report;
- ▶ if *you* are no longer entitled to the ABN AMRO Student Package [*ABN AMRO Studenten Pakket*];
- ▶ if the ABN AMRO bank account that is linked to this insurance is terminated;
- ▶ if *you* have not paid the premium despite a warning.

When and how do *you* pay the premium?

You pay the premium around the 1st of every month. This date is called the premium due 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 *you* a warning. Do *you* fail to pay afterwards? Then 15 days after *we* have sent *you* a warning there is automatically no longer any cover. And the insurance ends.

Prescription

Claims will be time-barred 3 years after a payout has been made for an *accident*. Or 3 years after an *accident* 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 your 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 ‘code of conduct’.

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 *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	<p>is a sudden and unexpected violence as a result of which the <i>insured</i> suffer a physical injury or die. The physical injury should be medically determinable and the violence must be inflicted directly on the <i>insured</i> from the outside. In our definition, <i>accident</i> also includes:</p> <ul style="list-style-type: none"> ▶ sprains, dislocation or tearing of a muscle or tendon; ▶ suffocating, drowning, freezing or sunstroke; ▶ infection of wounds or blood poisoning arising in connection with an <i>accident</i>; Please note: Does the <i>insured</i> have a medical profession? Then infection or blood poisoning is also covered without an <i>accident</i>; ▶ a lack of subsistence due to a shipwreck, getting lost, emergency landing, flood, being snowed in or ice-bound; ▶ complications or worsening of an injury due to the emergency response or medical treatment of an <i>accident</i>; ▶ <i>lumbago</i>, sprained muscles or strains; ▶ a <i>tenosynovitis</i>, <i>whiplash</i> or epicondylitis humeri (<i>tennis elbow</i>); ▶ skin injury of a hand or foot due to friction with a hard object; ▶ sudden poisoning as a result of inhaling a harmful gas, a harmful vapour or poisonous substance. Please note: this does not include poisoning due to the use of medicine or alcoholic beverage or an allergic reaction; ▶ typhus, paratyphoid fever, dysentery or Weil's disease caused by: <ul style="list-style-type: none"> - an attempt to save a human or animal from the water or another liquid. - an involuntary fall into the water or another liquid;
Acts of war	<p>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 event of organised violence:</p> <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.
AMA rules	are the last known rules for establishing a degree of disability of the American Medical Association and the Netherlands Association for Neurology and the Netherlands Orthopaedic Association's additions thereto.
Dangerous sport	<p>is a sport with a higher than normal chance of physical injury. A <i>dangerous sport</i> in any case includes the following sports:</p> <ul style="list-style-type: none"> ▶ combat sports; ▶ ice hockey, bobsleighbing, tobogganing, speed skiing, speed racing, ski-jöring, ski jumping, ski flying, figure jumping on freestyle skis, ski mountaineering, para-skiing, heli-skiing, off-piste skiing; ▶ parachuting, bungee jumping, hang-gliding, parasailing; ▶ abseiling, whitewater rafting, canyoning, jet skiing, potholing or speleology; ▶ competitions with a motor vehicle or motor boat.
Earthquake	is the shaking or trembling of the earth or a landslide.
Flooding	is the giving way, breaking through or flooding of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting of the banks.
Insured	is the person named on the policy as <i>insured</i> .
Intent	is a negligence that can be attributed to somebody.
Lumbago	is <i>lumbago</i> .
Narcotic substance	is a substance which causes a person to think or act with a decreased degree of awareness than they would have done had they not taken the substance.
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are part.
Nuclear reaction	is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Tennis elbow	is epicondylitis humeri.
Tenosynovitis	is tendovaginitis crepetans.

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 .
Usual call charges	are your <i>usual call charges</i> without surcharge. These charges are determined 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 <i>coup de fouet</i> .
You	is the person named on the policy as policyholder. This person took out the insurance and must ensure that the premium is paid.
