

Conditions student insurance personal liability

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 personal liability insurance of your student insurance. This insurance covers financial setbacks in the event of *damage* for which *you* are liable.

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 that someone holds *you* liable?
- >> Page 1: What changes are *you* always required to report?
- >> Page 2: What does your personal liability insurance cover?
- >> Page 2: What does your personal liability insurance never cover?
- >> Page 3: What happens if someone holds *you* liable and what do *we* pay out?
- >> Page 4-5: What other agreements are there?
- >> Page 6: Definitions with explanation of the 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. The interpretation of these words can be found in the list of definitions at the end of these conditions.



How do *you* report that someone holds *you* liable?

Does someone hold *you* liable? Report this as quickly as possible. This is possible in two ways:

- ▶ Call telephone number +31 (0)38 496 7123;
- ▶ *you* can report the *damage* in writing or online with a *damage* form. *You* can find the *damage* form on abnamro.nl. *You* will find it quickly if *you* search using the words 'schade aansprakelijkheid'.



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;
- ▶ when *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 personal liability insurance cover?

This insurance covers your *liability* as a private person. In addition, this insurance also covers the *liability* as a private person of your cohabiting *partner*. But only if it is on the policy.

Your insurance also provides cover for:

- ▶ *liability* for your overnight guest, who is not insured himself;
- ▶ *liability* for your pet;
- ▶ *damage* caused by a *favour* of *you* to a friend if this is your fault;
- ▶ *damage* caused by *you* while doing sports or playing. Please note: this does not apply to *damage* of a fellow player or fellow sportsman or woman.

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 personal liability insurance never cover?

Your insurance NEVER covers *liability for damage*:

- ▶ caused or arisen before the beginning or after termination of your insurance;
- ▶ to a *thing* that belongs to *you* or to *another person* living at the same address;
- ▶ to digital data or software;
- ▶ due to an immovable property, a houseboat or static caravan outside Europe;
- ▶ due to an immovable property, a houseboat or static caravan that has been unoccupied for over 2 years;
- ▶ due to *intent* or sexual behaviour of *you* or of a group *you* belong to. Also under the influence of a *narcotic substance*;
- ▶ due to *acts of war* or a *nuclear reaction*;
- ▶ that is covered by or compensated based on a law, provision or on another insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- ▶ caused or arisen in relation to a business activity;
- ▶ caused for a weapon for which *you* do not hold a permit or that *you* use for hunting;
- ▶ as lessor, employer or employee;
- ▶ if national or international laws or rules prohibit this;
- ▶ due to or with a *motor vehicle*, *vessel* or *aircraft*. Please note: This does not apply for *liability for damage* as a passenger. However only if this is not covered by another insurance;
- ▶ to a *thing* that belongs to another which *you* have in your possession. Please note: This does not apply to *liability for damage*:
 - up to € 75,000 due to *fire*, *explosion* or *overflowing water* to/in your rented home or a holiday residence *you* rent;
 - up to € 25,000 to *household contents* of another which *you* have in your *possession*;
 - up to € 10,000 to medical equipment which *you* have borrowed or rented.

What happens if someone holds *you* liable and what do *we* pay out?

1

What do *we* do if someone holds *you* liable?

Does someone hold *you* liable? Then *you* must report this to us as quickly as possible. *We* will then determine what has happened and whether the *damage* is covered. And the scope of the *damage*. *You* give us the information *we* need. If *you* do not cooperate with assessing the *damage*? Or if *you* fail to observe another obligation from the conditions? Then *we* can refuse to pay out *damage*.

2

How do *we* determine whether *liability* is covered?

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

3

How do *we* calculate what amount will be paid out if *liability* is covered?

We take the scope of the *liability* as the basis for the payout. *We* may also directly settle the *damage* with the person who has suffered the *damage*.

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.

4

What other costs do *we* reimburse if *liability* is covered?

In excess of the sum insured, *we* reimburse the statutory interest on the *damage* and the reasonable costs of experts.

We also reimburse other costs that *you* incur with our permission. These other costs are:

- ▶ necessary legal expenses;
- ▶ a *security deposit* up to a maximum of € 100,000. *You* authorize us and help us to get this amount back.



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 your policy not correct? Then we may change the premium or the conditions.
- ▶ Do you no longer have the ABN AMRO Student Package? Then we may change the insurance into an ABN AMRO Personal Liability Insurance [ABN AMRO Aansprakelijkheidsverzekering] and the ABN AMRO Student Insurance [ABN AMRO Studentenverzekering] ends.
- ▶ Do we want to change the insurance for a specific group of insurances or policyholders at the same time? Then we can change the premium, conditions or discounts on a date that we choose.

Do you not agree with a change? The policyholder can 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 termination 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 the ABN AMRO bank account that is linked to this insurance is terminated;
- ▶ if you are no longer entitled to the ABN AMRO Student Package [ABN AMRO Studenten Pakket];
- ▶ if you have not paid the premium despite a warning.

When and how do you pay the premium?

The policyholder pays 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.

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. Or 3 years after the *damage* arose 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
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 event 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.
Aircraft	is an aircraft of over 25 kilograms or a drone.
Another person	is another than <i>you</i> or your <i>partner</i> .
Behaviour	is conduct whereby <i>you</i> or another insured do/does or fail/fails do to one or more things.
Damage	is: <ul style="list-style-type: none"> ▶ material damage to or loss of a <i>thing</i>; ▶ impairment of health or injury of a person, also if that person deceases because of that.
Explosion	is a moment of a sudden, powerful force: <ul style="list-style-type: none"> ▶ of gases or vapours in a barrel whereby a difference in pressure arises; ▶ due to a chemical reaction of gases, vapours or liquids.
Favour	is unselfishly carrying out work for a private person.
Fire	is fire that can spread to a place where it does not belong. By <i>fire we</i> also mean scorching, melting, singeing, carbonisation and smouldering.
Household contents	are all moveable things owned by a private person and used in a private capacity. Please note: By <i>household contents we</i> do not mean a <i>motor vehicle</i> , money or a <i>thing</i> that <i>you</i> hire, rent or lease.
In possession	is the lawful use, borrowing, keeping or processing.
Intent	is intentional <i>behaviour</i> directed at a person or a <i>thing</i> with is not permitted by the law.
Liability	is the legal obligation to compensate the <i>damage</i> of another party.
Motor vehicle	is a motor vehicle which can exceed 16 km/hour. By <i>motor vehicle we</i> do not mean an electric bicycle for which no driving licence is required..
Narcotic substance	is a substance which causes a person to think or act with a decreased degree or awareness than had they not taken the substance.
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are part.
Nuclear reaction	is a nuclearreaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Overflowing water	is water that due to a sudden defect or blockage overflows from water pipes or devices and installations connected to the water pipes.
Partner	is your husband, wife, registered <i>partner</i> or the <i>partner</i> with whom <i>you</i> cohabits.
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> .
Thing	is a tangible object as described in the Dutch Civil Code.
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
Vessel	is a vessel with a power exceeding 3kW or a sail larger than 20 m ² .
We	is ABN AMRO Schadeverzekering N.V.
You	is the person named on the policy as policyholder. This person took out the insurance and must ensure that the premium is paid. Does the policy say that your cohabiting <i>partner</i> is also insured? Then ' <i>you</i> ' also includes your <i>partner</i> .