

Conditions home insurance

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 insurance. This insurance covers financial setbacks in the event of *damage* to your *home*. You can have two levels of cover:

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 *damage*?
- >> Page 1: What changes must you always report?
- >> Page 2: What does your home insurance cover?
- >> Page 2: What does your home insurance never cover?
- >> Page 3: What happens in the event of *damage* and what do we pay out?
- >> Page 4-5: What other agreements are there?
- >> Page 6-7: 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. The interpretation of these words can be found in the list of definitions at the end of these conditions.



How do you report *damage*?

Has your *home* been damaged? Report this as quickly as possible. This is possible in two ways:

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



What changes must you always report?

You must report the following changes to us:

- ▶ if the family situation stated on the policy changes or the roofing material of your *home* is changed. We will then adjust your premium to this;
- ▶ if you haven't been permanently living in your *home* for over two months. In that event, this insurance will not cover damage due to theft or attempted theft, *vandalism*, *terrorism*, *precipitation*, *overflowing water* or glass damage. We may then also terminate your insurance;
- ▶ if your home is being remodelled or if an addition is being built. In that event, you have basic cover.
- ▶ if you rent out your home or part thereof, use it for business, or if the government declares your *home* uninhabitable or unusable or expropriates your *home*. In that event, your insurance ends. This does not apply if you use your home for your own business administration.

Please note: You must report these changes within 14 days after they arise. If you fail to report such change in time, you may receive a lower payout, or even no payout, in the event of damage.



What does your home insurance cover?

Your insurance covers *damage* to your *home* including *glass*. The *damage* must be sudden and unforeseen. The cover is dependent on the choice *you* have made.

Basic cover

The basic 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.

Does the policy say that *you* have “basic” cover? Then *damage* due to the following events is covered:

- ▶ *fire*, smoke, soot, lightning or *explosion*;
- ▶ storm;
- ▶ a falling aircraft or spacecraft or an object from outer space;
- ▶ theft or attempted theft;
- ▶ *vandalism*. Please note: Defacement of the outside of the *home* is not covered;
- ▶ *terrorism*.
- ▶ disturbance or disorder;
- ▶ being hit by a *motor vehicle*, being hit by a vessel or *falling load*;
- ▶ a falling tree, antenna, crane or parts thereof. Please note: If this is caused by a storm, this *damage* falls under storm;
- ▶ *glass* shards of a window, mirror, *aquarium* or *glass* plate;
- ▶ *precipitation* or *overflowing water*. Please note: *Damage* due to *precipitation* through open doors or windows is not covered.

All risk cover

Does the policy say that *you* have all risk cover? Then, in addition to the events under the basic cover, *damage* caused by all other events, unless there is a situation that your insurance never covers.



What does your home insurance never cover?

Your insurance NEVER covers *damage* arising:

- ▶ due to *intent*, serious negligence or an illegal activity on your part;
- ▶ while hemp is grown in the home or in the course of another illegal activity;
- ▶ because *you* are under the influence of a *narcotic substance*;
- ▶ due to bad or overdue maintenance, wear and tear, rot or rust;
- ▶ due to the processing or cleaning of the *home*;
- ▶ due to normal use, even if that leads to *disfigurement*;
- ▶ due to *damage* to your *home* due to *inherent defect*. Please note: this does not hold for consequential damage;
- ▶ to leaking insulating glass if this glass is more than 10 years old or if the glass is warranted;
- ▶ by renting out your home or part thereof;
- ▶ while the home is used for business. Please note: This does not apply if you use one room in your home for your business administration;
- ▶ due to an earthquake, *flooding*, *acts of war* or *nuclear reaction*;
- ▶ due to ground water, water from your (*garden*) hoses or *damp penetration*;
- ▶ due to ground movements like landslides or subsidence;
- ▶ due to wind weaker than wind force 7 according to the KNMI [Royal Dutch Meteorological Institute];
- ▶ or a pet/animal you allow inside your home;
- ▶ due to a plant, mould, virus, bacteria or vermin;
- ▶ due to a construction fault of your *home*;
- ▶ during remodelling work. Unless *you* demonstrate that the risk of *damage* has not increased due to this.
- ▶ before the beginning or after termination of your insurance;
- ▶ due to *terrorism* that is not covered by the Nederlandse Herverzekeringsmaatschappij Terrorismeschaden (NHT) [Dutch Terrorism Risk Reinsurance Company]. See also nht.vereende.nl/downloads;
- ▶ if national or international laws or rules prohibit this;

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

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

1

What do we do when you report *damage* to us?

If you report *damage* to us, then we will determine what happened and whether the *damage* is covered. And the scope of your *damage*. You give us the information we need. Has there been a criminal offence? Then you must send us proof that the matter was 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 pay out a *damage*.

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. If you want to know what costs we consider reasonable and will reimburse, please contact us in advance.

What happens if both you and we each engage an *expert*? These *experts* will then first together appoint an independent *expert*. Then your *expert* and our *expert* will each determine the scope of the *damage*. They will try to agree between themselves. What happens if they cannot agree? Then the independent *expert* will decide the matter.

2

How do we determine whether *damage* is covered?

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

3

How do we determine the scope of the covered *damage*?

The scope of the *damage* is the *reconstruction value* immediately before the *damage* minus the *reconstruction value* immediately after the *damage*. Please note: Can your *home* not be rebuilt in the same place? Or was your *home* vacant, in use by squatters, uninhabited, intended for demolition or expropriated before the *damage*? Then we use the sale value immediately prior to the *damage* without determining the value of the land to determine the scope of the *damage*.

4

How do we calculate what amount will be paid out to you?

We take the scope of the *damage* as the basis for the payout. Please note: This is not the case if the *repair costs* are lower than the amount of the *damage*. In that case we will pay out the *repair costs*. Do you have excess? Then we deduct that from the payout. We pay out the remaining amount. We may also pay out the *damage* in kind.

Please note: We never pay out more than €1,000 for *special glass*.

5

What other costs do we reimburse if your *damage* is covered?

The following costs are reimbursed without a need to consult us in advance:

- ▶ costs charged by *Stichting Salvage*;
- ▶ reasonable costs of *experts*;
- ▶ costs that you incur to reduce or prevent immediate or immediately imminent *damage*.

We also reimburse other costs. But only if you consult with us before you incur these costs. And if we agree. These other costs are:

- ▶ costs of substitute housing, if you can no longer live in the *home*;
- ▶ costs of repair of your *garden*. Please note: We will not reimburse this in the event of *damage* to your *garden* due to storm, precipitation, theft or vandalism;
- ▶ costs of cleaning up a fallen tree due to storm;
- ▶ costs of cleaning up asbestos released in the own home up to a maximum of €45,000;
- ▶ costs for demolishing your *home* and removing rubble, if necessary;
- ▶ costs to clean or remove *contaminated soil* or contaminated water because this is required by the government;
- ▶ costs to take emergency measures, because this is required by the government.
- ▶ costs for replacing house keys and the associated locks. But only in the event of *damage* due to theft or robbery in the *home* up to a maximum of €550;
- ▶ costs of tracing and repairing water pipes in the *home*. And the necessary demolition and repair work. Please note: We do not compensate these costs in the event of a blocked water pipe;
- ▶ costs of transport and storage of your household contents, if necessary.

What costs do we reimburse in case of *glass cover*?

Does your policy say that you have *glass cover*? Then we will reimburse the replacement costs of *glass* due to sudden and unforeseen breakage with normal use. We will reimburse *special glass* up to a maximum of € 1,000.



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.

When 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:

- ▶ Has the *policyholder* reported a change in the risk? Or the details on your policy are not correct? 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, condition or discounts on a date *we* choose.

Do *you* not agree to a change? Then *you* can terminate the insurance at any time. What if *you* do not terminate the insurance? 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 *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, linked to this insurance, is closed;
- ▶ if *you* have not paid 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 *you* a warning. And if *you* still do not pay? Then cover automatically lapses 15 days after *we* have sent *you* a warning 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 how your complaint was resolved, *you* can present your complaint to the independent Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Institution], P.O. Box 93257, 2509 AG The Hague or via kifid.nl. *You* may also present 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’.

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.
Building	is a structure that is built and is not movable, like a house, basement (storeroom), shed or garage. Please note: A greenhouse is not a <i>building</i> .
Contaminated soil or contaminated water	is soil or water that has been contaminated worse than is permitted under the environmental legislation or environmental regulations. And for which <i>you</i> must pay the costs of clearing or cleaning up according to the government.
Damage	is material <i>damage</i> to or loss of a <i>thing</i> .
Damp penetration	is walls or floors becoming damp due to the rising or penetration of damp.
Disfigurement	is discolouration, ageing, deformity, corrosion, stains, scratches, dings, small dents and other superficial <i>damage</i> which do not affect the normal use 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 <i>expert</i> person who adheres to the Loss Adjustment Organisations Code of Conduct.
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.
Falling load	is load which falls from or leaks from a <i>motor vehicle</i> or vessel.
Fire	is <i>fire</i> that can spread to a place where it does not belong. By <i>fire we</i> also mean scorching, melting, singeing, carbonisation and smouldering.
Flooding	is the giving way, breaking through or <i>flooding</i> of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting of the banks.
Garden	is the <i>garden</i> around your <i>home</i> or your balcony belonging to the <i>home</i> and <i>glass</i> in site or balcony fencing.
Glass	is <i>glass</i> or plastic that lets light through and is fitted in doors or windows of the <i>home</i> and <i>buildings</i> belonging to the <i>home</i> . By <i>glass we</i> also mean dome lights of the <i>home</i> , a <i>shower cubicle</i> and <i>glass</i> in site or balcony fencing.
Home	is the residential section of the <i>building</i> in which <i>you</i> live at the address set out on your policy. <i>Home</i> also includes the fence, a swimming pool or another <i>building</i> of yours that belongs to your <i>home</i> , within 500 metres of the address set out on the policy. <i>Home</i> also includes a <i>thing</i> that has been affixed in, at or to your <i>home</i> permanently. However, only if it is customary to affix this in or to a <i>home</i> . Please note: <i>Home</i> does not include a pipe outside the <i>home</i> , for example in the ground.
Household member	is a person with whom the <i>policyholder</i> cohabits on a long-term basis and as a family.
Inherent defect	is <i>damage</i> which does not arise due to an external <i>event</i> , but due to a feature or defect of the <i>thing</i> itself. <i>We</i> also understand <i>inherent defect</i> to mean short-circuiting or overheating.
Intent	is negligence that can be attributed to someone.
Motor vehicle	is a <i>motor vehicle</i> which can exceed 16 km/hour. By <i>motor vehicle we</i> do not mean an electric bicycle or motor mower.
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 we are a part.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Overflowing water	is water that due to a sudden defect, freezing or blockage inside the <i>home</i> : <ul style="list-style-type: none"> ▶ overflows from a <i>water pipe</i> or devices or installations connected to the water pipes; ▶ overflows from the sewer, aquarium or waterbed.
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> .

Precipitation	is: <ul style="list-style-type: none"> ▶ rain or melt water that leaks into a <i>building</i>, hail or snow; ▶ rainwater that flows into a <i>building</i> as a result of heavy rainfall. By heavy rainfall <i>we</i> mean at least 40 millimetres in 24 hours measured within a radius of 2 kilometres around the <i>home</i>.
Reconstruction value	is the sum required to rebuild a similar <i>home</i> in the same place.
Repair costs	are the costs of a repair which is necessary to restore a <i>thing</i> to its former condition directly before the <i>damage</i> .
Special glass	is specially processed <i>glass</i> or curved <i>glass</i> . By <i>special glass</i> <i>we</i> also mean stained <i>glass</i> , etching and sandblasting of <i>glass</i> and leaded <i>glass</i> .
Stichting Salvage	is an independent foundation which was founded in 1986 by the <i>Verbond van Verzekeraars</i> , in cooperation with loss adjustment agencies and cleaning companies. Salvage offers first support in the event of <i>damage</i> . See also stichtingsalvage.nl .
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.vereende.nl/downloads .
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 set by your telephone provider.
Vandalism	is wilful <i>damage</i> of your <i>home</i> due to a person's destructiveness.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See also verzekeraars.nl .
Water pipe	is a water supply or drain pipe inside the <i>home</i> , with proper connections.
We	is ABN AMRO Schadeverzekering N.V.
You	is the <i>policyholder</i> or a member of the household of the <i>policyholder</i> .