

Legal expenses insurance terms and conditions



Version September 2025

1 General information

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.

1.1 These conditions describe your insurance

This insurance offers *legal assistance* in the event that an *insured* has a *conflict* or imminent *conflict* with another party.

Do you have any questions? You can find more information at abnamro.nl/mijn-verzekeringen. Or call telephone number 0900 – 0024 (*usual call charges*).

1.2 Important to know in advance

The *legal assistance* for this insurance is provided by ARAG. We do not do this ourselves. For this purpose, ARAG abides by these conditions. All communication with you by ARAG will be conducted in Dutch.

1.3 What do the words in italics mean?

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

1.4 How does an *insured* apply for *legal assistance* or *mediation*?

If an *insured* needs *legal assistance* or *mediation* in the event of a *conflict* or where there is a risk of a *conflict*, you should report this as soon as possible. There are two ways to do this:

- Online via arag.nl/meld-uw-zaak;
- By calling ARAG at +31 (0)33 434 2470.

Does an *insured* need advice? This is always possible also by contacting ARAG in the ways set out above. Even if the *conflict* is not covered by your insurance.

1.5 What changes must you always report?

You must report the following changes to us:

- if you move abroad. Then you will no longer be *insured* and the insurance will end;
- if your *family situation* as stated on the policy changes. Then we will adjust your premium and cover accordingly.

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.

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What do these conditions say?

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2 What does your legal expenses insurance cover?

2.1 What does your legal expenses insurance cover?

Your insurance covers *legal assistance* in the event of a *conflict* of an *insured*. The event that caused a *conflict* had to be unforeseen before the start of your insurance.

This insurance consists of various parts. The cover depends on the choice that *you* have made and is stated on the policy document.

Each part is covered in a certain area. This area is stated for each part in these conditions. Does an *insured* have a *conflict*? And is the *opposing party* also based in that area? Then the law of the specific country in that area must apply. Is this *conflict* submitted to the court? Then this court must have jurisdiction in the same country.

Please note: there are also situations that your insurance never covers. Therefore, do not just read what your insurance covers, but also read what your insurance never covers.

2.2 What does your insurance cover if you have taken out insurance for the part Consumer and Living?

Does the policy state that *you* have cover for the part Consumer and Living? Then *legal assistance* is covered within the European Union,

Norway, United Kingdom or Switzerland in the event of a *conflict* of an *insured* as a *private person*:

- with *another party* who causes *damage*, harm or financial disadvantage to an *insured* or threatens to do so;
- with a company on a purchased product or service and this company fails to adhere to its agreements;
- with the government on a planning permit or *environmental permit*;
- with the government on a decision that will directly affect the use of his home in the Netherlands, Belgium, Luxembourg and Germany, such as expropriation;
- with the government on a decision relating to an *insured* as a person;
- with the government on the granting and implementation of financing for a study;
- on the purchase, sale, lease, construction or refurbishment of a house for private use in the Netherlands. This includes the letting of a room in your house for private use in the Netherlands with a term of at least 1 year;
- that comes under the *statutory rights and duties between neighbors*;
- in which *another party* holds an *insured* liable. Please note: ARAG provides *legal assistance* until legal proceedings are initiated. Does the final judgment of the court state that an *insured* did not act unlawfully? Then ARAG afterwards will also reimburse an *insured* the costs of these legal proceedings;
- that consists of *criminal proceedings* in which an *insured* is prosecuted for criminally negligent homicide or negligent bodily harm. Please note: for other *criminal proceedings* brought against an *insured*, ARAG will afterwards reimburse his costs of *legal assistance*. However, only if this *insured* is acquitted, discharged from prosecution or informed that no further action is taken against him. An *insured* must report this to ARAG within a month after the irrevocable decision.

2.3 What does your insurance cover if you have taken out insurance for the part Medical and Family?

Does the policy say that *you* have cover for the part Medical and Family? Then *legal assistance* is covered within the European Union, Norway, United Kingdom or Switzerland in the event of a *conflict* of an *insured* as a *private person*:

- regarding errors by *another party* in the medical treatment or the medical care of an *insured*;
- regarding an inheritance which an *insured* receives;
- that comes under the *law of persons and family law*.

2.4 What does your insurance cover if you have taken out insurance for the part Mediation in the event of a divorce?

Does the policy say that *you* have cover for the part *Mediation* in the event of a divorce? Then your insurance covers the costs of a mediator up to a maximum of € 3,000,- once per marriage or registered partnership. But only if *you* and your partner both want a divorce. Please note: the cover of this part and the *Mediation* only apply in the Netherlands. And only if *you* have taken out insurance for this part for 3 years or more.

2.5 What does your insurance cover if you have taken out insurance for the part Traffic?

Does the policy say that *you* have cover for the part Traffic? Then *legal assistance* is covered worldwide in the event of a *conflict* of an *insured* as *road user* or owner of a *means of transport*. A maximum insured amount of € 10,000,- applies in the event of a *conflict* outside the European Union, Norway, United Kingdom or Switzerland. This cover applies for the following conflicts:

- an *insured* suffers *damage*, harm or financial disadvantage through a fault of *another party*;
- the driving license of an *insured* is demanded by the government or the government levies an attachment on the motor vehicle of an *insured*. Please note: this is not covered in *criminal proceedings*;
- an *insured* is prosecuted for criminally negligent homicide or negligent bodily harm. Please note: for other *criminal proceedings* against an *insured*, ARAG will afterwards reimburse the costs of *legal assistance*. However, only if this *insured* is acquitted, discharged from prosecution or informed that no further action is taken against him. An *insured* must report this to ARAG within a month after the irrevocable decision.

2.6 What does your insurance cover if you have taken out insurance for the part Work and Income?

Does the policy say that *you* have cover for the part Work and Income? Then *legal assistance* is covered within the European Union,

Norway, United Kingdom or Switzerland in the event of a *conflict* of an *insured*:

- as (former) *employee* with the (former) employer regarding an employment contract or employment;
- as (former) *employee* and this *conflict* concerns a complaint, *disciplinary proceedings* or *criminal proceedings* against this *insured* regarding the performance of his job;
- as *person entitled to benefit* with the government regarding his social security benefit;
- as unremunerated director of an association, cooperative or foundation and this *insured* is held liable for this;
- as director under the articles of association regarding his employment contract up to a maximum of € 15,000,- for all costs not covered by ARAG;
- regarding his pension which he accrues or has accrued while employed.

2.7 What does your insurance cover if you have taken out insurance for the part Pension and Social Security?

Does the policy say that *you* have cover for the part Pension and Social Security? Then *legal assistance* is covered within the European Union, Norway, United Kingdom or Switzerland in the event of a *conflict* of an *insured*:

- as *person entitled to benefit* with the government regarding his social security benefit;
- as unremunerated director of an association, cooperative or foundation and this *insured* is held liable for this;
- regarding his pension which he accrues or has accrued while employed.

2.8 What does your insurance cover if you have taken out insurance for the part Fiscal and Assets?

Does the policy say that *you* have cover for the part Fiscal and Assets? Then your insurance covers *legal assistance* in the event of a *conflict* of an *insured* as a *private person*:

- within the Netherlands with an *authorized assets manager* up to a maximum of € 6,000,- regarding *asset management* or a contract to this end. This maximum amount only applies to costs other than those of ARAG's legal specialists. The costs concerned are specified for *you* under the heading 'What costs does ARAG reimburse if your *conflict* is covered?';
- within the Netherlands for an appeal after an objection of an *insured* to a *tax* assessment or WOZ assessment;
- within the European Union, Norway, United Kingdom or Switzerland regarding the purchase, rent, (re) furnishing, expropriation or *statutory rights and duties between neighbors* of a home abroad for personal use.

3 What does your legal expenses insurance never cover?

3.1 Your insurance never covers *legal assistance* in the event of a *conflict* or *mediation*:

- for which *another party* was engaged for *legal assistance* without the permission of ARAG;
- due to an *event* that was foreseeable before the start of your insurance. Please note: does an *insured* show at the request of ARAG that the *event* was unforeseeable? Then this does not apply;
- arisen as a result of or caused by an *event* before the start or after termination of your insurance. In case of a series of events, the first *event* must fall within the duration of the insurance. If the *event* is part of an interrelated series of events, the first *event* in this series must fall within the term of the insurance;
- reported later than 6 months after termination of your insurance;
- which an *insured* reported so late that the *legal assistance* became much more expensive or difficult for ARAG. However, only if ARAG proves this;
- of *insured* among themselves. Please note: this does not apply for *legal assistance* to the *policyholder*;
- of an *insured* as lessor;
- in which an *insured* is involved because he is held liable as remunerated director;
- if national or international laws or rules prohibit this;
- whereby the interest of an *insured* does not exceed € 150,- for the part Consumer and Living. Please note: this does not apply in case of harm or impairment of health;
- in which an *insured* can obtain *legal assistance* from his *liability* insurer;
- to which an *insured* was no party when it arose;
- in which an *insured* stood surety or vouched for *another party* when it arose;
- in which the need for *legal assistance* is the intended or predictable consequence of the behavior of an *insured*;
- in which an *insured* is criminally prosecuted. Please note: this does not apply in the event of a *conflict* in which this *insured* is prosecuted for criminally negligent homicide or negligent bodily harm;
- in connection with a general law or rule of the government which is in force now or will apply in the future;

- in connection with a debt an *insured* is unable to pay;
- in connection with a moratorium or the bankruptcy of an *insured*;
- in connection with copyright law, patent law or another industrial or intellectual property;
- in connection with a *building* other than the one in which an *insured* is living, has lived or has bought in order to live in;
- in connection with the obtaining of a *judicial remedy* without an opposing party;
- in connection with the purchase of a used motor vehicle without a BOVAG guarantee or *dealer guarantee*;
- in connection with an inheritance of someone who passed away before the conclusion of the part Medical and Family;
- in connection with a loan from an *insured* to *another party* or in connection with a game of chance;
- in connection with *tax, investing, asset management* or a contract in this respect. Please note: does the policy say that *you* have cover for the part Fiscal and Assets? Then this exclusion does not apply to the cover stated in this part;
- in connection with a divorce, legal separation or termination of a cohabitation. And the consequences thereof. Please note: does the policy say that *you* have cover for the part *Mediation* in the event of a divorce? Then this exclusion does not apply to the cover stated in this part;
- regarding an inheritance of an *insured*, a *conflict* which comes under the *law of persons and family law* or a *conflict* in connection with errors in the medical treatment or medical care. Please note: does the policy say that *you* have cover for the part Medical and Family? Then this exclusion does not apply to the cover stated in this part;
- of an *insured* as *road user* or owner of a *means of transport*. Please note: does the policy say that *you* have cover for the part Traffic? Then this exclusion does not apply to the cover stated in this part;
- arisen due to a speed race or contest of skill in which an *insured* takes part;
- arisen because an *insured* drives a *means of transport* and this is not allowed according to the law;
- arisen while an *insured* uses the *means of transport* for business purposes;
- arisen due to an earthquake, volcanic eruption, flooding, *acts of war* or *nuclear reaction*;
- due to *terrorism*. Instead, the Claim Settlement Protocol of the Dutch *terrorism* risk reinsurance company “Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.” (NHT) applies. Cover for losses from *terrorism* is limited and the claim settlement differs. The cover and claim settlement are described in the clauses sheet on *terrorism* cover by the NHT. This information can be found at www.terrorisneverzekerd.nl. Alternatively, we can send *you* a copy of this information on request;
- on the provision of *legal assistance*, the cover or premium contribution of this insurance. Please note: does an *insured* take this to court and is the *insured* proven right? Then ARAG will afterwards reimburse his costs;
- on a residence permit. Please note: this does not apply in the event that an *insured* has a *conflict* on the withdrawal of a final residence permit;
- which is submitted to an international or supranational court or tribunal;
- between an *insured* and another legal assistance provider than of ARAG.

Please note: your insurance never covers *legal assistance* in the event of *fraud* by an *insured* at the time the insurance application or request for *legal assistance* is made.

4 What happens if an *insured* applies for *legal assistance* or *mediation*?

4.1 What does ARAG do if an *insured* applies for *legal assistance* or *mediation*?

Does an *insured* need *legal assistance* or *mediation* in the event of a *conflict*? Then, with the permission of the *policyholder*, it will always first inform ARAG thereof. ARAG will then establish what happened. An *insured* gives ARAG the information it needs. Sometimes ARAG may ask an *insured* for a report by an expert to determine whether there is a question of a *conflict*. Does the report show this? Then ARAG reimburses the costs of the report.

Please note: are there more interested parties in a *conflict*? Then ARAG will only compensate the proportional part of an *insured* in the total costs. Whether the other interested parties participate in the legal proceedings is not relevant here.

4.2 How does ARAG determine whether *legal assistance* or *mediation* for a *conflict* is covered?

In order to determine whether *legal assistance* or *mediation* is covered for a *conflict* ARAG uses these conditions, your policy and the information it received. Has the required information been received? Then ARAG will contact you within 2 business days.

Please note: does an *insured* behave in a threatening or insulting manner in respect of the other party, ARAG or us? Or does an *insured* not cooperate in the assessment or handling of a *conflict*? Then ARAG may refuse or cancel the *legal assistance* or *mediation* in the event of a *conflict*.

4.3 What if the *damage* is related to *terrorism*?

We are not always able to take upon ourselves the responsibility for *damage* caused by *terrorism*. In that case we compensate only the *damage* that is insured by the Netherlands Terrorism Risk Reinsurance Company (Herverzekeringsmaatschappij voor Terrorismeschade, NHT).

In any given calendar year, a maximum of €1 billion is made available for the compensation of *damage* in the Netherlands caused by *terrorism*. This compensation is made available to all insurers in the Netherlands who participate in the NHT, but only for incidents for which their policies provide *damage* compensation. If the *damage* caused by terrorism in a given year is greater than €1 billion, then the NHT sets a payout ratio: the NHT determines the percentage of compensation payable to those insurers who participate in the NHT. We first determine the extent of the *damage*, minus any deductible. We will then reimburse you a percentage of this amount that is equal to the payment percentage determined by the NHT. If the total amount of *damage* is less than €1 billion, or if the NHT does not pay us for some other reason, then we pay you in accordance with these policy conditions.

If you would like to know more about this topic, read the attached clause on Terrorism Cover Clauses Sheet. You received this clauses sheet from us when you took out this insurance. You can also find it at abnamro.nl/voorwaarden. Or consult the NHT website, www.terrorisneverzekerd.nl, where you will find contact details, news and backgrounds. The website also explains (under 'Protocol afwikkeling claims') how the NHT handles *damage* claims. If you report the *damage* 2 years or more after the NHT has decided whether there is a loss from *terrorism*, you forfeit all rights to compensation for *damage*.

4.4 How does an *insured* obtain *legal assistance* in the event of a covered *conflict* or how do you obtain *mediation*?

ARAG's lawyers will arrange for your *legal assistance*. There are two situations in which, after permission of ARAG, an *insured* may choose a lawyer or other legal specialist. ARAG will then engage this lawyer or legal specialist. This is allowed in legal or administrative proceedings. This is also allowed if the other party is entitled to *legal assistance* of ARAG. Per *conflict*, ARAG engages a lawyer or other legal specialist no more than once. The *conflict* is handled under his responsibility. After that, an *insured* will no longer receive any *legal assistance* from ARAG for this *conflict*. In this context, an *insured* will keep ARAG informed of the progress. He will do so by authorizing the lawyer or other legal specialist to inform ARAG about the progress. ARAG will engage the mediator for *mediation*.

Does ARAG believe that a report of an expert is required when handling a *conflict*? Then ARAG will arrange and pay for this itself. Do you not agree with this report? Then you can also have a report drawn up yourself. Does ARAG use your report? Then ARAG will compensate the costs hereof.

4.5 What costs does ARAG reimburse if your *conflict* is covered?

In the event of a covered *conflict* ARAG reimburses the following costs:

- all costs of the legal specialists of ARAG itself;
- costs of a legal specialist or expert not employed by ARAG. This legal specialist must be someone who is permitted by law to provide you with *legal assistance*. The costs must be standard and reasonable. The total costs, other than the costs of ARAG's own legal specialists, will be reimbursed up to a maximum of € 50,000,-. This also includes the costs of a lawyer for a *conflict* in the case of proceedings where a lawyer is legally required;
- the total costs, other than the costs of ARAG's own legal specialists, are insured up to a maximum of € 6,000,- for a *conflict* where the involvement of a lawyer is not mandated by law. This amount applies from the moment that you choose a legal specialist who is not employed by ARAG. Please note that this does not include the amount of any additional reward or compensation in the event of success. If a *conflict* also involves proceedings for which a lawyer is legally required, the costs of these proceedings also fall under the stated limit of € 50,000,-. The costs reimbursed on the basis of the € 6,000,- limit are deducted from this limit of € 50,000,-.

4.6 What are other costs?

In addition to the above, ARAG also reimburses other costs. But only if you consult with ARAG before these costs are incurred. And if ARAG agrees. These other costs are exclusively the following costs of an *insured*:

- necessary travel and accommodation expenses because an *insured* has to appear before a foreign court;
- the legal costs of the other party which an *insured* is ordered to pay by the court. If the court decides that the opposing party must pay the extrajudicial costs and/or the costs of the proceedings, or if the municipality or another administrative body awards you compensation, then ARAG receives this money, not you;
- court fee and costs of witnesses or experts summoned on behalf of an *insured*;
- costs to ensure enforcement of a court decision. This applies up to a maximum of five years after a final judgment;
- costs of a *deposit* up to a maximum of € 52,500,- ARAG will conclude separate agreements with you for this.

4.7 Which costs do we not reimburse?

- extraneous costs incurred by the *opposing party*, beyond the confines of the proceedings (extrajudicial costs). This also applies even if *you* are liable to pay them;
- costs that *you* can recover from another party, such as the government or a public authority, or from another insurer;
- fines and periodic penalty payments that *you* are liable to pay;
- costs of an interpreter if the *insured* has no command of Dutch;
- if *you* agree that a legal specialist will receive additional compensation or a reward if they win your case, then *you* will pay that compensation or reward yourself.

Please note: other maximum insured amounts also apply. These are listed under the parts in these conditions to which they apply. There may be multiple, connected events from which multiple conflicts may arise. These connected events and connected conflicts are considered one *event* which is subject to one joint limit. If the costs of an insured's *legal assistance* exceed the *damage* or financial disadvantage suffered by the *insured*, then ARAG is allowed to compensate that *damage* and the *insured* will no longer receive *legal assistance* for that *damage*.

4.8 What costs do we reimburse if your *conflict* is covered?

Does an *insured* suffer *damage*, harm or financial disadvantage due to an unlawful act of *another party*? Then we reimburse this up to a maximum of € 2.000,- in the *event* of a covered *conflict*. However, only if this cannot be recovered from this other party for reasons of financial inability. And the *insured* cannot get it reimbursed in another way.

4.9 What happens if an *insured* does not agree with the handling of his *conflict*?

ARAG, the lawyer or another legal specialist will discuss the approach and the desired result with the *insured*. In that context, the following applies:

- Does the *insured* not agree with the legal steps ARAG wishes to take? Then ARAG will engage an independent legal expert to assess this based on the information provided. And ARAG will pay the costs thereof. In this context, the following outcomes are possible:
 - the *insured* is found to be in the right. In this *event* ARAG will further handle this in accordance with the advice of the independent expert. Does ARAG engage a lawyer for this? Then the *insured* may choose this lawyer. Please note: This may not be the independent expert or his/her colleague. Then ARAG reimburses his costs up to the maximum insured sum;
 - the *insured* is found to be in the wrong. In that case, the approach remains as proposed. Does the *insured* not agree with that? Then he can continue at his own expense. Does he achieve the desired result? Then ARAG reimburses his costs up to the maximum *insured* sum.
- Does the *insured* not agree with the legal steps the lawyer or another legal specialist wishes to take? Then he can continue at his own expense. Does he subsequently achieve the desired result? Then ARAG reimburses his costs up to the maximum *insured* sum.

5 What other agreements are there?

5.1 When does your insurance start?

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

5.2 When does your insurance change?

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

5.3 In which situations may we change your insurance?

We may always change the premium, conditions and discount for your insurance on the revision date. We may also change the premium, conditions and discount on a date that we choose if:

- you report a change of risk;
- the details on your policy are incorrect;
- you submit claims frequently, in which case you will receive a warning first;
- we wish to change the insurance policies for a particular group of policies or policyholders at the same time.

Do you not agree to a change? Then you may terminate the insurance. The insurance will then end on the date of change. What if you do not terminate the insurance? Then you accept the change.

5.4 When may you terminate your insurance?

You may terminate your insurance at any time, but not with retroactive effect.

5.5 When may we terminate your insurance?

We may terminate or decide not to renew 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.

The insurance will end automatically in any of the following three cases:

- if you are no longer residing in the Netherlands;
- if you die. In that case, your partner may inform us whether they wish to continue with this insurance;
- if you are declared bankrupt.

We may also terminate your insurance in the following situations:

- within 30 days after *legal assistance* or *mediation* in the event of a divorce is reported, rejected or handled;
- if *fraud* is detected. In that case, we may also terminate other insurance policies that you have with us with immediate effect;
- in the event of changes which you must report;
- if you do not pay the premium despite a warning;
- if you submit an above-average number of claims;
- if you do not cooperate adequately in the settlement of a claim;
- if you or another interested party is on a national or international sanctions list or is placed on such a list;
- in case of threatening or abusive behavior by you towards any of the parties involved.

5.6 When can you not use this insurance?

ARAG will not provide *legal assistance* in the event of a *conflict* or *mediation* if you can claim under another policy or access a government provision or assistance for that purpose.

5.7 When and how do you pay the premium?

The *policyholder* pays the premium each month or year. The premium (including insurance *tax*) is automatically debited 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 afterwards? Then cover automatically lapses 15 days after we have sent you a warning, and the insurance ends.

5.8 Transfer or time-barring

In the event of *damage* or a *conflict*, you cannot transfer any objects to us.

Claims will be time-barred 3 years after a *damage* has been paid out or *legal assistance* has been given. Or 3 years after a *conflict* has arisen and you did not report it to us.

5.9 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. Complaints and *conflicts* relating to this insurance contract's performance should be submitted to ARAG. You can email, call or write to ARAG. ARAG will handle your complaint as quickly as possible. An employee of ARAG's complaints office will contact you within five working days to discuss the complaint. ARAG's details are:

Email: klachtenbureau@ARAG.nl;

Phone: +31 (0)33 – 434 24 20

Postal address: ARAG-klachtenbureau (complaints office), P.O. Box 230, 3830 AE Leusden

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 can also submit the complaint to a court in the Netherlands.

If Kifid handles a case which also involves a disciplinary aspect, it will refer that part of the complaint to the Tuchtraad Financiële Dienstverlening (Assurantiën) (Financial Services Disciplinary Board (Insurance Matters)). Kifid will inform you about this. This also applies if a complaint relates solely to a disciplinary matter. You should also file this complaint with Kifid. Financial Services Disciplinary Board (Insurance Matters) website: www.tuchtraadfd.nl

5.10 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 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.

5.11 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.

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 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.

5.12 External processing of personal data at Stichting CIS

To allow us to conduct a responsible acceptance, risk and fraud policy, we may examine and record details about *you* and your insurance policies in the central information system (CIS) of the insurance companies operating in the Netherlands (Stichting CIS). The objective of the personal data processing at Stichting CIS is to manage risks and combat fraud for insurers and authorised agents. *You* can find the privacy statement of Stichting CIS on their website. Contact details Stichting CIS: telephone number: +31 (0)70 333 85 11, website: www.stichtingcis.nl, postal address: Stichting CIS, Postbus 91627, 2509 EE Den Haag.

5.13 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 authorized representatives of the policyholder's company; ultimately beneficial owners of the policyholder's company".

5.14 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

Term	Meaning
Acts of war	is organized violence, such as: • armed conflict: any case in which states or other organized parties fight each other, or at any rate one fights another, with the use of military force. Armed conflict is deemed to include the armed operations of a United Nations peacekeeping force. • civil war: a more or less organized violent combat between inhabitants of the same state involving a large proportion of the inhabitants of that state. • insurrection: organized violent opposition within a state, directed against public authority. • civil commotion: more or less organized violent acts, arising at various different places within a state. • riot: a more or less organized local violent movement, directed against public authority. • mutiny: a more or less organized violent movement of members of any armed force, directed against the authority under which they resort.
Another party	is a party other than an <i>insured</i> .
ARAG	is ARAG SE with its registered office in Düsseldorf (Germany) and with its registered office in the Netherlands at Kastanjelaan 2, 3833 AN Leusden.
Asset management	is the purchasing, managing or selling of: • shares and products derived therefrom; • options, bonds or savings deposits; • depositary receipts or covered bonds.
Authorized assets manager	is an assets manager with a valid license for <i>asset management</i> in the Netherlands by De Nederlandsche Bank or the Netherlands Authority for the Financial Markets at the time that the <i>event</i> caused the <i>conflict</i> .
Building	is a structure that is built and is not movable, like a house, basement (storeroom), shed or garage.
Child	is a <i>child of you</i> or your <i>partner</i> who lives with <i>you</i> as a family unit (possibly in connection with contact or co-parenting arrangements). We also define <i>child</i> as a <i>child</i> living away from home in connection with full-time education or a <i>child</i> living in a nursing or care home. A resident grandchild, child-in-law or foster <i>child of you</i> or your <i>partner</i> who lives with <i>you</i> as a family unit is also considered a <i>child</i> .
Conflict	is a legal dispute between an <i>insured</i> and <i>another party</i> . Or a legal dispute between an <i>insured</i> and <i>another party</i> that threatens to arise.
Court fee	is the costs of the initiation of proceedings before the court.
Criminal proceedings	are proceedings regarding something that is prohibited by criminal law.
Damage	is material <i>damage</i> to or loss of a <i>thing</i> .
Dealer guarantee	is a guarantee from a dealer recognized by a car manufacturer.
Disciplinary proceedings	are proceedings that are governed by the part of law that governs specific professional groups such as lawyers or doctors.
Domestic staff	is a person who is employed by <i>you</i> and carries out domestic work for <i>you</i> , maintains your garden or takes care of <i>you</i> personally.
Employee	is a person who earns or earned an income, employed or as a public servant.

Environmental permit	is a permit Environmental Management Act. This law deals with the protection of the environment and the prevention of environmental nuisance.
Event	is an incident. <i>We</i> deem several incidents which have the same cause as one <i>event</i> .
Family situation	is the composition of persons for whom <i>you</i> have taken out this insurance. Your chosen <i>family situation</i> is stated in your policy. Per <i>family situation</i> , cover is provided for: • single • <i>you</i> • single with children • <i>you</i> • <i>your child</i> • cohabiting with children • <i>you</i> • <i>your partner</i> • <i>your child</i> • cohabiting • <i>you</i> • <i>your partner</i>
Fraud	is deliberate deception to obtain unfair advantage.
Insured	is: • a person who is an <i>insured</i> as part of your chosen <i>family situation</i>; • <i>domestic staff</i> or an au pair of an <i>insured</i>; • a surviving dependent of an <i>insured</i>. However, only for <i>legal assistance</i> in the event of compensation of <i>damage</i> in connection with the death of an <i>insured</i>; • a travel companion of an <i>insured</i> in the event of a <i>conflict</i> about a trip that was booked by an <i>insured</i> or about the travel insurance of that <i>insured</i>; • a passenger or authorized driver of a <i>means of transport</i> of an <i>insured</i>. However, only for the part Traffic.
Investing	is <i>investing</i> of money in shares, bonds or other valuable documents.
Judicial remedy	is a provisional decision of a judge without an opposing party. For example, adoption, name change or appointment of a guardian.
Law of persons and family	is the part of the law that governs how matters concerning an <i>insured</i> as a person or his family have been provided for.
Legal assistance	is legal advice.
Liability	is the legal obligation to compensate the <i>damage</i> of <i>another party</i> .
Means of transport	is a vehicle, vessel or aircraft.
Mediation	is the solving of a <i>conflict</i> with the help of a mediator. This mediator guides the negotiations between the parties involved without judicial intervention.
Nationale Nederlanden	is NN Group N.V. of which we are part.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fusion or radioactivity.
Partner	is a spouse, registered <i>partner</i> and/or the domestic <i>partner</i> (for example (grand) parents) with whom <i>you</i> live permanently as a family unit and who is registered with the municipality at your address. <i>We</i> also define <i>partner</i> as the <i>partner</i> living in a nursing or care home.

Person entitled to benefit	is a person entitled to social security benefit.
Policyholder	is the person who took out the insurance and who must ensure that the premium is paid.
Private person	is a <i>private person</i> . In our definition, <i>private person</i> does not include an <i>insured</i> : • as <i>employee, person entitled to benefit</i> or unremunerated director; • acting in a professional commercial capacity or in the earning of an income outside of paid employment.
Road user	is a person who takes part in traffic, with or without <i>means of transport</i> , on public roads, tracks, water or in the air.
Security deposit	is the amount that must be provided to a foreign government as a deposit.
Statutory rights and duties between neighbors	is the part of the law regarding the rights and duties between neighbors.
Tax	is a compulsory contribution to the costs of the government. Such as <i>income tax</i> , payroll tax, import duties, excise duties or dues.
Terrorism	is <i>terrorism</i> , malicious contamination or taking preventive measures as described in the Clauses Sheet Terrorism Cover. <i>You</i> received this clauses sheet from us when <i>you</i> took out this insurance. <i>You</i> can also find it at abnamro.nl/voorwaarden .
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 verzekeraars.nl .
We	is ABN AMRO Schadeverzekering N.V.
You	is the <i>policyholder</i> .