

# Conditions annual travel insurance



Version april 2025

## 1. General information

This is a translation of the original Dutch text. In case of any disparity between the Dutch original and this translation, the Dutch text will prevail.

### 1.1 These conditions describe your insurance.

This insurance covers the financial consequences of setbacks during a *trip* and/or in the event of cancellation of a *trip*. In addition, *you* may take out supplementary insurance to cover the following *parts of the cover*:

- *medical expenses*;
- *business trips*;
- *extended travel time*;
- *breakdown assistance in Europe*;
- *winter sports*;
- *cancellation charges*.

Your chosen cover is stated in your policy. Do *you* have any questions? *You* can find more information at [abnamro.nl/mijn-verzekeringen](https://abnamro.nl/mijn-verzekeringen). Or call telephone number 0900 – 0024 (*usual call charges*).

### 1.2 What do the words in italics mean?

The words italicised in these conditions have special meaning. This meaning is explained in the list of definitions.

### 1.3 When should *you* call the ABN AMRO Emergency Service and how do *you* report damage?

In case of a serious illness, death, missing person, *accident*, *unforeseen expenses*, *breakdown* on the road, surgery or hospitalisation, *you* must contact the ABN AMRO Emergency Service within 24 hours. *You* must also report this to your health insurer. The ABN AMRO Emergency Service can be reached at any time of the day or night on telephone number +31 26 400 23 45.

Does *damage* occur or something happens to an *insured* during a *trip*? Please report this as soon as possible. This can be done in two ways:

- online, via [abnamro.nl/schade](https://abnamro.nl/schade). *You* can change the language to English in the top right corner;
- by telephone, on +31 (0)38 496 71 23 (*usual call charges*).

### 1.4 What changes must *you* always inform us about?

*You* must tell us about the following changes:

- if *you* change your address;
- if your *family situation* (as described in your policy) changes;

Note: *you* must report these changes no later than 14 days after they occur. We will inform *you* whether we will adjust the insurance or whether the insurance will end. If *you* do not report such a change in time, your *damage* claim may be refused or *you* may receive a lower payout.

## What do these conditions say?

### 1. General information

- 1.1 These conditions describe your insurance.
- 1.2 What do the words in italics mean?
- 1.3 When should *you* call the ABN AMRO Emergency Service and how do *you* report *damage*?
- 1.4 What changes must *you* always inform us about?

### 2. What does your annual travel insurance cover?

- 2.1 What does your insurance cover during a *private* trip of an *insured*?
- 2.2 What does your insurance cover if *you* have also taken out insurance for *medical expenses*?
- 2.3 What does your insurance cover during a *trip* if *you* have also taken out insurance for *winter sports*?
- 2.4 What does your insurance cover during a *trip* if *you* have also taken out insurance for *business trips*?
- 2.5 What does your insurance cover if *you* have also taken out insurance for *breakdown assistance* in *Europe*?
- 2.6 What does your insurance cover if *you* have also taken out insurance for cancellation?

### 3. What does your annual travel and cancellation insurance never cover?

- 3.1 Your insurance never covers *damage*, payouts for an *accident*, costs or *breakdown*:
- 3.2 Your insurance never covers *damage to luggage*:
- 3.3 Your insurance never covers a payout for an *accident*:
- 3.4 Your insurance never covers *unforeseen expenses*:
- 3.5 Your insurance never covers *medical expenses*:
- 3.6 Your insurance never covers *breakdown assistance*:
- 3.7 Your insurance never covers *cancellation charges*:

### 4. What happens if *you* report *damage* to us and what do we pay out?

- 4.1 What do we do if *you* report *damage* to us?
- 4.2 When does an *accident* have to be reported?
- 4.3 How do we determine whether there is cover?

- 4.4 What if the *damage* is related to *terrorism*?
- 4.5 How do we determine the extent of cover for *damage to luggage*?
- 4.6 How do we calculate the amount that *you* will be paid?
- 4.7 How do we determine the payout in the event of covered permanent disability or death due to an *accident*?
- 4.8 How do we determine the payout in the event of covered *unforeseen expenses*?
- 4.9 How do we determine the payout in the event of covered *medical expenses*?
- 4.10 How do we determine the payout in the event of covered *breakdown assistance* in *Europe*?
- 4.11 How do we determine the payout in the event of covered *cancellation charges*?

### 5. What other agreements are there?

- 5.1 When does your insurance cover begin?
- 5.2 When does your insurance cover revision take effect?
- 5.3 When are we allowed to revise your insurance policy?
- 5.4 When are *you* allowed to terminate your insurance policy?
- 5.5 When are we allowed to terminate your insurance policy?
- 5.6 When and how do *you* pay the premium?
- 5.7 Transfer or time-barring
- 5.8 Complaints
- 5.9 Privacy protection and electronic recording
- 5.10 How do we protect ourselves and *you* against deliberately incorrect information, *fraud* or deception?
- 5.11 External processing of personal data by the Central Information System
- 5.12 Sanctions laws and regulations
- 5.13 Dutch law

Glossary with explanation of the words printed in italics.

Attachment: Clauses Sheet Terrorism Cover

## 2. What does your annual travel insurance cover?

Your insurance covers the consequences of setbacks during a *trip* and/or in case of cancellation of a *private trip*. The cause must be sudden and unforeseen. Your policy also states your insured *family situation*. The glossary in this document details which members in your insured *family situation* are covered by this insurance.

Your insurance consists of various parts and applies in *Europe* or worldwide. The cover depends on the choice that *you* have made and is stated in your policy.

Please note: there are also situations that your insurance never covers. So be sure to read not just about what your insurance will cover, but also what it will never cover.

### 2.1 What does your insurance cover during a *private trip* of an *insured*?

Your insurance covers the following during a *private trip* of an *insured*:

- *help assistance* in case of an *accident*, illness, hospitalisation or death of an *insured*;
- *help assistance* in case of a premature return journey of an *insured* to the Netherlands;
- *damage* to the *luggage* of an *insured*;
- a payment if an *insured* becomes permanently disabled or dies due to an *accident*.
- *unforeseen expenses* of an *insured*. Please note: This is only covered if we give prior permission to incur costs in connection with:
  - an illness or an *accident* of an *insured*;
  - death abroad or an *insured* becoming a missing person;
  - *damage* to a *holiday home* and if an *insured* is responsible for this;
  - irreparable *damage* to a tent which an *insured* uses during a *trip*;
  - loss or theft of travel documents, strike, border closure or *natural disaster*;
  - over 8 hours of delay in the arrival of the *luggage* at the travel destination on the outward journey;
  - a premature return journey of an *insured* in connection with a life-threatening illness or a serious *accident* of an *insured*;
  - a premature return journey of an *insured* in connection with a life-threatening illness, serious *accident* or death of a *close family member* of *insured*, a *household member* of an *insured* or a *travelling companion*;
  - a premature return journey of an *insured* in connection with serious *damage* to a home or company of an *insured* or *travelling companion*. Which requires immediate personal presence.

### 2.2 What does your insurance cover if *you* have also taken out insurance for *medical expenses*?

If the policy states that *you* have cover for *medical expenses*, then your insurance also covers *medical expenses* incurred abroad due to illness or an *accident* of an *insured* during a *private trip* abroad. It also covers the *aftercare costs* incurred by an *insured* in the Netherlands. Please note: *aftercare costs* for dental treatment in the Netherlands are covered only following an *accident* abroad.

### 2.3 What does your insurance cover during a *trip* if *you* have also taken out insurance for *winter sports*?

If the policy states that *you* have cover for *winter sports*, then the cover of your insurance also applies while an *insured* engages in *winter sports*. We also cover the rental costs of *winter sports equipment* after theft or damaging of the *winter sports equipment* of an *insured*.

## 2.4 What does your insurance cover during a *trip* if you have also taken out insurance for *business trips*?

If the policy states that *you* have cover for *business trips*, then the cover of your insurance also applies while an *insured* is on a *business trip*.

## 2.5 What does your insurance cover if you have also taken out insurance for *breakdown assistance in Europe*?

If the policy states that *you* have cover for *breakdown assistance* in *Europe*, then your insurance also covers *breakdown assistance* in *Europe*. Please note: this is only covered if we give prior permission to incur costs in connection with:

- *breakdown assistance* in case of a *breakdown* of the *means of transport* of an *insured*;
- emergency repairs in case of a *breakdown* of the *means of transport* of an *insured*;
- the incapacitation of the *means of transport* of an *insured* due to *breakdown* or an *accident*;
- the incapacitation of an *insured* as the only driver of the *means of transport*.

## 2.6 What does your insurance cover if you have also taken out insurance for *cancellation*?

If the policy states that *you* have cover for *cancellation*, then your insurance also covers the *cancellation charges* of an *insured* worldwide prior to or during a *private trip* due to:

- a serious illness, serious injury after an *accident* or death of an *insured*, or their partner, *close family member* or *person in their household*;
- a serious illness, serious injury after an *accident* or death of a person abroad who an *insured* would stay with. And this is consequently no longer possible;
- a serious illness, serious injury after an *accident* or death of a *manager of the affairs*;
- death of a close friend or *third-degree family member*;
- a complication of pregnancy or existing illness of an *insured*, his/her *partner* or *child*;
- pregnancy of an *insured* after the *trip* has been booked;
- a necessary operation of an *insured*, his/her *partner* or *child*;
- the provision of *informal care* for a *close family member* of an *insured* or a *household member* of an *insured*;
- the fact that an *insured* is unexpectedly given custody of an acknowledged adopted child as a consequence of which the *trip* cannot take place;
- cancellation of the *trip* intended for the adoption of an acknowledged adopted child;
- the fact that an *insured* cannot have a mandatory vaccination for a *trip* on a medical recommendation;
- serious *damage* to a home or company of an *insured* or a company where the *insured* is employed, which requires immediate personal presence;
- *damage* to the *holiday home* of an *insured*. And staying there or somewhere else is not possible;
- loss or theft of travel documents;
- unemployment of an *insured* due to forced redundancy;
- the unemployed *insured* accepting an employment contract of at least 20 hours per week. Which requires personal presence;
- *breakdown* of the *means of transport* within 30 days before the start of the *trip*. And repairs or a replacement *means of transport* can no longer be arranged in time;
- unexpected allocation of a rented house or unexpected completion of an owner-occupied house during the *trip* or within 30 days prior to this. And the *insured* cannot postpone the date set for this purpose;
- failing to obtain the required visa without fault on the part of the *insured*;
- a secondary school examination which an *insured* can only take during the *trip*;
- a divorce, dissolution of a notarial cohabitation contract or termination of an *insured's* long-term household;

- delay in departure or arrival of more than 8 hours of an aircraft, bus, train or boat. But only if the *trip* takes longer than 3 days;
- an *event* that happens to a *travelling companion*. But only if this *event* is also covered under these conditions.

### 3. What does your annual travel and cancellation insurance never cover?

#### 3.1 Your insurance never covers *damage, payouts for an accident, costs or breakdown*:

- caused or arisen before the start or after the end of your insurance;
- caused or arisen after the maximum insured travel time stated in your policy. Please note: if a *trip* takes longer due to a covered *event*, then the cover is valid until the first possible return journey of an *insured* to his/her place of residence in the Netherlands;
- in connection with a *trip* to an area that the Ministry of Foreign Affairs has classified as orange or red. See also [nederlandwereldwijd.nl](https://nederlandwereldwijd.nl). Please note: this does not apply if an *insured* demonstrates that he/she was already in the area. In that case, the *insured* has to leave this area as soon as possible;
- if national or international laws or rules prohibit this;
- covered under a *part of the cover* not included in the policy;
- by intent, recklessness, serious fault, serious negligence or an illegal activity in which *you* have engaged;
- due to carrying out physical, professional or commercial work;
- due to an *insured* being under the influence of a *narcotic substance*;
- due to an *insured* intentionally participating in a brawl;
- due to *acts of war* or a *nuclear reaction*;
- in connection with *fraud* by *you* or an *insured*.

#### 3.2 Your insurance never covers *damage to luggage*:

- that was caused by or arose because an *insured* was not careful enough. And did not do his/her utmost to prevent or limit the *damage*;
- during a *trip* with an aircraft, bus, train or boat for *valuable luggage* an *insured* did not bring as hand luggage;
- that are covered or compensated based on a law, provision or another insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- due to theft from a *motor vehicle* without visible damage caused by forcible entry;
- due to theft from a *motor vehicle* if it could be seen from the outside that it contained *luggage*;
- due to an *inherent defect* or if it stops functioning by itself;
- due to attachment or expropriation by the government;
- due to a plant, mould, bacteria or vermin, or that only consists of *disfigurement*.

#### 3.3 Your insurance never covers a payout for an *accident*:

- due to an *accident* of an *insured* in connection with the practice of a *dangerous sport*;
- caused or worsened by an existing illness or disorder of an *insured*;
- due to insanity, suicide or a suicide attempt of an *insured*;
- due to a voyage by air whereby an *insured* is the pilot.

#### 3.4 Your insurance never covers *unforeseen expenses*:

- due to an *accident* of an *insured* in connection with the practice of a *dangerous sport*;
- due to *breakdown* of a *means of transport* because it is not properly maintained or too heavily loaded;
- due to *damage* to a tent that has an *inherent defect*;
- due to an *accident* that is not covered;
- that are not reasonable or necessary.



### 3.5 Your insurance never covers *medical expenses*:

- due to an *accident* of an *insured* in connection with the practice of a *dangerous sport*;
- that are not *medically necessary* or which can be delayed until the return to the Netherlands;
- of an *insured* who does not have a Dutch health insurance;
- that are covered or compensated based on a law, provision or another insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- that could be expected or were planned before the start of a *trip*;
- of dentures, an implant or incurred in a rest home or convalescence home;
- due to an *accident* that is not covered.

### 3.6 Your insurance never covers *breakdown assistance*:

- if the driver of the *means of transport* of an *insured* is not allowed to drive or sail according to the laws or regulations of the government;
- if the *means of transport* of an *insured* is not properly maintained or too heavily loaded;
- if a *motor vehicle* of an *insured* has no valid periodic vehicle inspection certificate when it should have one according to the law;
- during participation in a speed race or *off-road driving*.

### 3.7 Your insurance never covers *cancellation charges*:

- due to an *accident* of an *insured* in connection with the practice of a *dangerous sport*;
- if the start date of this insurance is more than 14 days after the date on which the *trip* was booked or if the departure date for the *trip* is less than 1 month after the effective date of the insurance;
- due to an *event* that was foreseeable when taking out your insurance or when booking a *trip*;
- due to *breakdown* of a *means of transport* due to an *inherent defect*;
- that are covered or compensated based on a law, provision or another insurance. Or that would be covered or compensated on that basis if this insurance did not exist.

## 4. What happens if you report *damage* to us and what do we pay out?

### 4.1 What do we do if you report *damage* to us?

If you report *damage* to us, we will determine what has happened. We will then establish whether the *damage* is covered and the extent of the *damage*. You must provide us with the information we need.

We may sometimes request that an *expert* helps us to establish the cause and extent of the *damage*. If you do not agree with the extent of the *damage* established by our *expert*, you may appoint another *expert* yourself. We compensate the costs for this if these are reasonable. If you would like to know which costs we consider reasonable, please contact us in advance. If you and we each appoint an *expert*, then both of these experts will first jointly appoint an independent *expert*. This *expert* is called an arbitrator. The experts that you and we have engaged will first try to reach an agreement. If they are unable to agree, the arbitrator will then make a final decision. The arbitrator's decision is binding on you and us.

In the event of failure by you or another *insured person* to cooperate with the assessment of the *damage* or to comply with another obligation under these conditions we may refuse to pay out.

## 4.2 When does an *accident* have to be reported?

If an *insured* has had an *accident* and may become permanently disabled as a result, then *you* must report this to us as soon as possible, but no later than 6 months after the *accident*. If an *insured* dies due to an *accident*, then the legal heirs must report this to us no later than 48 hours before the funeral.

## 4.3 How do we determine whether there is cover?

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

## 4.4 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 that forms part of these policy conditions. Or consult the NHT website, [www.terrorisneverzekerd.nl](http://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*.

## 4.5 How do we determine the extent of cover for *damage* to *luggage*?

The extent of the *damage* is the new-for-old value immediately prior to the *damage* less the market value immediately after the *damage*. Please note: if the *luggage* is more than 6 months old, then we will take the *current market value* instead of the new-for-old value as a starting point.

## 4.6 How do we calculate the amount that *you* will be paid?

We take the extent of the *damage* as the basis for the payout. Please note: we will not do so if the repair costs are lower than the extent of the *damage*. In that case, we compensate the repair costs. If your policy includes an individual deductible, we deduct that from the payout or from the compensation for the repair costs. If a maximum insured amount applies, we will first apply this maximum and then the excess. We pay out the remainder.

We may also compensate for the *damage in kind*. If we decide to do so, we will have the *damage* repaired by a company from our repair network. *You* do not need to make a pre-payment. The repairer will send the invoice directly to us. However, *you* will have to pay the repairer the excess. If it is not possible to repair your *luggage*, we may also have it replaced.

For the items mentioned below, in case of *damage to luggage*, the following maximum insured sums per *insured* per *trip* apply, unless indicated otherwise.

	Insured amount
total of all <i>luggage</i> together	€ 3,500
photo, film, video or sound equipment	€ 2,500
computer equipment	€ 2,500
bicycles, prams or wheelchairs	€ 1,250
personal jewellery or watches	€ 750
glasses, sunglasses or contact lenses	€ 500
mobile phones (including accessories), smartwatches or tablets	€ 500
cash or cheques of all insured persons together	€ 250 per <i>trip</i>
property bought or received during the trip (of all insured persons together)	€ 350 per <i>trip</i>

Please note: we may also *claim* the damaged *luggage*, have it repaired or replace it with a similar *item*. If we claim the damaged *luggage*, then we will become the owner of this *luggage* after compensation. If lost or stolen *luggage* is recovered within 6 weeks, then *you* must take it back. If *you* have already received a payout from us for this, then *you* must repay this.

#### 4.7 How do we determine the payout in the event of covered permanent disability or death due to an *accident*?

For the payout in case of permanent disability we take the maximum insured sum as a starting point. The maximum insured sum is included in the overview below. We multiply this amount by the degree of disability of an *insured*. We determine this percentage according to the *AMA rules*. In this context, we do not take into account an occupation or hobby. Permanent disability must be established by an independent doctor within 2 years after the *accident*.

If an *insured* dies before the degree of disability has been established and this is not caused by the covered *accident*, then we pay out an amount that is compatible with the reasonably expected permanent disability immediately prior to the death.

Please note: if the *insured* was already permanently disabled before the *accident* and his/her loss of function increased due to the *accident*, then only the increased loss of function is taken into account when determining the payout.

We establish the final payout for permanent disability as soon as this no longer changes. This is in any case done within 2 years after the *accident*. If establishing a payout takes longer than a year, then we increase the payout after the first year by the statutory interest. We pay out the calculated amount for permanent disability to *you*.



If an *insured* dies due to an *accident*, then we pay out the insured amount to the legal heirs. For a payout due to an accident the following maximum insured sums per *insured* per *trip* apply:

	Insured amount
permanent disability due to an <i>accident</i>	€ 100,000
death due to an <i>accident</i>	€ 35,000

#### 4.8 How do we determine the payout in the event of covered *unforeseen expenses*?

We compensate covered *unforeseen expenses* on the basis of the cost price up to the maximum insured sum that is included in the overview below. We compensate the following:

- extra travel expenses of an *insured* or the leasing of a similar replacement *means of transport*;
- extra accommodation expenses of an *insured* or the rent of a similar replacement *holiday home*.  
The extra accommodation expenses due to *damage* to a tent are covered up to a maximum of EUR 100 per *insured*, per day;
- returning *luggage* of an *insured* to the residential address in the Netherlands due to a serious illness, *accident* or death of an *insured*;
- visiting costs in case of hospitalisation of an *insured*;
- extra travel or accommodation costs for no more than 2 family members coming over for a visit of no more than 3 days to an *insured* in case of a serious illness or an *accident*;
- transportation of the body of a deceased *insured* to the place of residence;
- a funeral of a deceased *insured* abroad and the travel expenses of the family members to this end. But only if the body of the deceased *insured* is not transported to the Netherlands;
- an investigation or rescue operation after an *insured* has been in an *accident* or has become a missing person;
- a premature return journey of an *insured* in connection with a life-threatening illness or a serious *accident* of an *insured*;
- a premature return journey of an *insured* due to death, a life-threatening illness or an *accident* of a *close family member* of an *insured* or *travelling companion*. Or due to serious *damage* to a home or a company of an *insured* or *travelling companion*. This also includes the costs to travel back to the travel destination within a month afterwards;
- *diving costs* paid in advance but not used of an *insured* who can no longer dive due to an *accident*, hospitalisation or a covered premature return journey;
- *damage* to a rented *holiday home* for which an *insured* is liable;
- extra telephone costs;
- clothing or toiletries purchased because the *luggage* of an *insured* arrives at the travel destination more than 8 hours late on the outbound journey and transit.

If your policy states that you have insured *winter sports* and an *insured* can no longer ski due to an *accident*, hospitalisation or a covered premature return journey, then the *ski costs* paid in advance but not used by an *insured* are covered.

For *unforeseen expenses* the following maximum insured sums apply per *trip*:

	Insured amount
cost of a funeral abroad of an <i>insured</i> and travel expenses of family members in this context	€ 5,000
cost in case of <i>damage</i> to a <i>holiday home</i> or tent	€ 1,500
necessary purchases during a <i>trip</i>	€ 600
telephone costs other than to the ABN AMRO Emergency Service	€ 350

#### 4.9 How do we determine the payout in the event of covered *medical expenses*?

We compensate covered *medical expenses* on the basis of the cost price up to the maximum insured sum that is included in the overview below. We compensate the following:

- costs of a physician or specialist;
- costs of hospitalisation or an operation;
- costs of transporting *you* to and from a physician or hospital abroad;
- x-ray examinations or radiation treatments;
- prescribed medication, bandages or treatments by a physician;
- dental costs for emergency care or *aftercare costs* in case of an *accident*;
- a prosthesis that was prescribed within 1 year after an *accident*.

For medical expenses the following maximum insured sums per insured per *trip* apply:

	Insured amount
urgent dental costs outside the Netherlands	€ 500
costs of a prosthesis	€ 700
costs of a follow-up dental treatment in the Netherlands caused by an <i>accident</i> outside the Netherlands	€ 750
<i>aftercare costs</i> (excluding dental costs) in the Netherlands	€ 1,550

If your health insurance fails to compensate one of the *medical expenses* stated in the policy to *you* within a reasonable period, then we will advance *you* this amount without interest. In that case, *you* do have to transfer the rights to compensation of these costs to us.

#### 4.10 How do we determine the payout in the event of covered *breakdown assistance* in *Europe*?

We compensate covered *breakdown assistance* in *Europe* on the basis of the cost price or up to the maximum insured sum that is included in the overview below. We compensate the following:

- emergency roadside repairs;
- tow charges to the nearest garage;
- shipping of parts;
- replacement transport in case of failure of the *means of transport* with which the *insured* would travel during the *trip* or within three days prior to the *trip*. And it cannot be repaired within 24 hours. This is covered up to a maximum of € 150 per day for a maximum of 30 days;
- a replacement driver and repatriation of the other insured;
- extra accommodation expenses due to the *breakdown* of the *means of transport* of an *insured* are covered up to a maximum of EUR 100 per *insured* per day;
- the transport of the *means of transport* to an address in the Netherlands and possibly a trailer if it cannot be repaired within 2 business days. Please note: if the *current market value* of the *means of transport* is lower than the transport costs, we compensate the costs of the destruction and import of the *means of transport*;
- transporting *luggage* to an address *you* determine.

#### 4.11 How do we determine the payout in the event of covered *cancellation charges*?

The amount of the payout for covered *cancellation charges* differs in a number of situations. In this context, the following applies:

- If an *insured* cancels the *trip* before departure, then we only compensate the part of the *total travel costs* for this *insured*. If a part is repaid by the agency where the *trip* was booked, then we deduct that amount;
- If an *insured* prematurely terminates the *trip* or he/she has to interrupt the *trip*, then we only compensate the part of the *total travel costs* of the missed travel days of this *insured*;
- If an *insured* is hospitalised with at least one overnight stay, then we only compensate the part of the *total travel costs* of the days of hospitalisation for all *insured*;
- If an *insured* experiences more than 8 hours delay of an aircraft, bus, train or boat to the travel destination, then in the case of a delay of up to 20 hours we only compensate the part of the *total travel costs* of one day. In case of a delay of 20 to 32 hours, we only compensate the part of the *total travel costs* of two days. In case of a delay of more than 32 hours, we only compensate the part of the *total travel costs* of three days.

For *cancellation charges*, we apply a maximum insured sum per person per *trip*. This amount is stated in the policy. We never pay out more than this amount for *cancellation charges*.

### 5. What other agreements are there?

#### 5.1 When does your insurance cover begin?

The insurance cover begins on the 'start date', which is given on the policy document.

#### 5.2 When does your insurance cover revision take effect?

Your revised insurance cover takes effect on the 'date of revision', which is given on the new policy document issued after a revision. The policy document we originally issued expires on the date of revision.

#### 5.3 When are we allowed to revise your insurance policy?

We may always change the premium or the conditions of your insurance on the revision date. We may also change the premium, conditions, or discount pertaining to your policy on a date of our choosing if:

- you report a change of risk;
- the details on your policy are incorrect;
- you frequently report *damage*. You will then be first sent a warning;
- we wish to change the insurance policies for a particular group of policies or policyholders at the same time.

If you do not agree to the change, you can terminate the insurance. Your insurance cover will then terminate on the 'date of revision'. If you do not do this, you accept the revision.

#### 5.4 When are you allowed to terminate your insurance policy?

You may terminate your insurance policy at any time. This may not be done retroactively, however.

## 5.5 When are we allowed to terminate your insurance policy?

We may terminate your insurance policy on the date of revision, which is given on the policy document. We must then give you two months' notice of this termination.

We may terminate your insurance policy with immediate effect under the following circumstances:

- if *fraud* is detected. In that case, we may also terminate other insurance policies that *you* have with us with immediate effect;
- if *you* or another interested party has been placed on a national or international sanctions list;
- if changes occur which *you* are required to notify us about. For details of such changes, see the section entitled 'Which changes must *you* always notify us about?';
- if *you* do not pay the premium, despite several warnings; For more information on this, see the section entitled 'When and how do *you* pay the premium?'.

We may terminate your insurance policy at any time with two months' notice under the following circumstances:

- no more than 30 days after a *damage* claim has been submitted, refused, or paid;
- if *you* submit an above-average number of *damage claims*, in which case *you* will first receive a warning;
- if *you* do not cooperate adequately in the settlement of a claim;
- in case of threatening or abusive behaviour by *you* towards any of the parties involved.

## 5.6 When and how do you pay the premium?

*You* pay this premium on a monthly or annual basis. The premium (including insurance tax) is deducted from your bank account automatically. If this is unsuccessful, or if we receive no premium, then we will send *you* a warning. If the premium remains unpaid, then 15 days after we sent *you* the warning letter, the insurance cover terminates automatically. We may terminate your insurance contract at any time thereafter. If we do so, we will inform *you* of this.

## 5.7 Transfer or time-barring

In the event of *damage* or an *accident* *you* cannot transfer any objects to us.

Claims expire:

- three years after a payout or refusal of cover for an accident or damage claim;
- three years after a damage claim or accident occurred and *you* became aware of this damage or accident;
- three years after the last point of contact with *you* or a person representing *you* about a damage claim or accident that has been reported.

## 5.8 Complaints

If *you* are dissatisfied with this insurance policy or with our services, *you* can file a complaint. Details of how to file a complaint are given at [abnamro.nl/klacht](http://abnamro.nl/klacht). *You* can change the language to English in the top right corner; Are *you* dissatisfied with the handling of your complaint? Then *you* may submit your complaint to the independent Financial Services Complaints Board (Kifid), via [kifid.nl](http://kifid.nl) or to PO Box 93257, 2509 AG The Hague. *You* may also present your complaint to a Dutch court.

If Kifid handles a case which also involves a disciplinary aspect, it will refer that part of the complaint to the Financial Services Disciplinary Board (Insurance Matters) (Dutch: Tuchtraad Financiële Dienstverlening (Assurantien)). 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.

## 5.9 Privacy protection and electronic recording

We abide by the Code of Conduct for the Processing of Personal Data by Insurers (the Gedragscode Verwerking Persoonsgegevens Verzekeraars). This Code of Conduct can be found at [verzekeraars.nl](https://verzekeraars.nl) under 'persoonsgegevens'.

If we communicate with *you* by electronic means, e.g. through a chat session, email or telephone, then we may record this communication electronically, for the purposes of documentation or to improve our service levels.

## 5.10 How do we protect ourselves and *you* against deliberately incorrect information, fraud or deception?

We assume that *you* will provide us with full and accurate information. If we suspect the presence of deliberately inaccurate information, *fraud* or deception we may conduct research into this, in accordance with the guidelines laid down by the *Dutch Association of Insurers* (Verbond van Verzekeraars). Because we work together with *Nationale-Nederland*, we also adhere to their guidelines. More information on this matter can be found at [abnamro.nl/klantgericht-verzekeren](https://abnamro.nl/klantgericht-verzekeren). *You* can change the language to English in the top right corner.

After completing this research we will take a decision, for instance a decision to immediately terminate the insurance contract or to withhold payment. We may also decide to terminate other insurance policies that *you* have with us. We may also decide to reclaim any compensation payments and recover our research costs. We may also inform the police. All these measures ensure that *you* do not pay excessive premiums because others are abusing their insurance.

## 5.11 External processing of personal data by the Central Information System

To ensure a responsible acceptance, risk and fraud policy, we may consult and record data about *you* and your insurance policies in the Central Information System of insurance companies operating in the Netherlands (Stichting CIS). CIS processes personal data in order to control insurers' and authorised agents' risks and to combat fraud. More information on the CIS, including their privacy statement, can be found on their website.

CIS contact details:

- telephone number: +31-(070)-3338511;
- website: <https://stichtingcis.nl/en-us>;
- postal address: Stichting CIS, P.O. Box 91627, 2509 EE The Hague, The Netherlands

## 5.12 Sanctions laws and regulations

We may be forbidden by law from entering into an insurance contract with *you*. This is because of national and international sanctions rules. If *you* or another interested party has been placed on a national or international sanctions list, we will not be able to offer *you* insurance. We check this in retrospect. For this reason, a 'condition precedent' applies. The 'condition precedent' is as follows: 'The contract may only be agreed if it has been verified that it is not the case that it is forbidden, on the basis of sanctions laws or regulations, to offer financial services to or on behalf of a policyholder; insured persons, co-insured persons, and other legal persons who might stand to benefit from the existence of such an agreement; representatives and authorised persons of the company of a policyholder; the ultimate financial stakeholders in the company of a policyholder.'

## 5.13 Dutch law

This Agreement is governed by the laws of the Netherlands. If a dispute leads to a court case, then it will be laid before a Dutch court.

## Glossary

Term	Meaning
<b>Accident</b>	<p>is a sudden and unexpected force as a result of which an insured suffers a physical injury or dies. The physical injury must be medically determinable and the force must be inflicted directly on the body of the insured from an external source. In our definition, accident also includes:</p> <ul style="list-style-type: none"> <li>• sprains, dislocation or tearing of a muscle or tendon;</li> <li>• suffocating, drowning, freezing or sunstroke;</li> <li>• infection of wounds or blood poisoning arising in connection with an accident;</li> <li>• a lack of subsistence due to a shipwreck, getting lost, emergency landing, flood, being snowed in or ice-bound;</li> <li>• complications or worsening of an injury due to the emergency response or medical treatment of an accident;</li> <li>• lumbago, sprained muscles or strains;</li> <li>• tenosynovitis, whiplash or lateral epicondylitis (tennis elbow);</li> <li>• skin injury of a hand or foot due to friction with a hard object;</li> <li>• 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;</li> <li>• an accident when saving or necessarily defending a human or animal;</li> <li>• typhus, paratyphoid fever, dysentery or Weil's disease caused by: <ul style="list-style-type: none"> <li>• an involuntary fall into the water or another liquid;</li> <li>• an attempt to save a human or animal from the water or another liquid.</li> </ul> </li> </ul>
<b>Acts of war</b>	<p>is organised violence, such as:</p> <ul style="list-style-type: none"> <li>• armed conflict: Any situation in which states or other organised parties fight against each other, or at least the one against the other, using military force. armed conflict includes an armed action by a United Nations Peacekeeping Force.</li> <li>• civil war: A more or less organised armed struggle between inhabitants of the same state involving a significant portion of the inhabitants of that state.</li> <li>• insurrection: Organised violent resistance within a state directed against the public authorities.</li> <li>• civil commotion: More or less organised violent acts occurring in different places within a state.</li> <li>• riot: A more or less organised local violent movement directed against the public authorities.</li> <li>• mutiny: A more or less organised violent movement of members of any armed force directed against the authority under which they resort.</li> </ul>
<b>Aftercare costs</b>	<p>are the medical expenses incurred in the Netherlands as a result of illness or an accident during the trip abroad. The treatment must have been started abroad. These costs must have been incurred within 1 year of the first treatment abroad.</p>
<b>AMA Guidelines</b>	<p>are the last known Guidelines for establishing a degree of disability of the American Medical Association and the additions made thereto by the Netherlands Association for Neurology and the Netherlands Orthopaedic Association.</p>
<b>Breakdown</b>	<p>is an engine failure, mechanical or electronic failure that causes the means of transport to break down.</p>



<b>Breakdown assistance</b>	is the recovery of a means of transport and its transportation to an address in the Netherlands or its destruction. We include the transportation of the driver, passengers and luggage to an address in the Netherlands under breakdown assistance.
<b>Business trip</b>	is a trip for business purposes that involves you visiting a business contact, fair, seminar or conference.
<b>Cancellation charges</b>	are the costs of cancellation, interruption or premature termination of a trip.
<b>Child</b>	is a resident child of yours or your cohabiting partner. By child, we also mean a child living with an ex-partner, a step or foster child, a child living away from home for full-time study or staying in a nursing or care home.
<b>Close family member</b>	is a child, (step or foster) parent, parent-in-law, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law or partner.
<b>Current Market Value</b>	is the new value of an object immediately before the damage, less depreciation on the basis of its age. The depreciation list can be found at <a href="http://abnamro.nl/afschrijvingslijst">abnamro.nl/afschrijvingslijst</a> .
<b>Damage</b>	is material damage to or loss of an item. In our definition, damage includes unforeseen expenses, medical expenses, cancellation charges and a payout for an accident.
<b>Dangerous sport</b>	is a sport with a higher than normal chance of physical injury. A dangerous sport in any case includes the following sports: <ul style="list-style-type: none"> <li>• combat sports;</li> <li>• ice hockey, bobsleighbing, tobogganing, speed skiing, speed racing, skijoring, ski jumping, ski flying, figure jumping on</li> <li>• freestyle skis, ski mountaineering, para-skiing, heli-skiing, off-piste skiing;</li> <li>• parachuting, bungee jumping, hang gliding, kite surfing or parasailing;</li> <li>• abseiling, mountain climbing, white water rafting, canyoning, jet skiing or speleology;</li> <li>• competitions with a motor vehicle or motor boat.</li> </ul>
<b>Disfigurement</b>	is discolouration, ageing, deformity, corrosion, stains, scratches, dings, small dents and other superficial damage which does not affect the normal use of an item.
<b>Diving costs</b>	are costs of diving lessons or renting diving equipment.
<b>Europe</b>	is all countries of Europe. In our definition, Europe also includes Russia up to the eastern border of the Urals, Algeria, Egypt, Israel, Lebanon, Libya, Morocco, Syria, Tunisia, Turkey and the islands of Spain and Portugal.
<b>Event</b>	is an incident. We consider several incidents that have the same cause to be one event.
<b>Expert</b>	is an expert person who has undertaken to adhere to the Loss Adjustment Organisations Code of Conduct [Gedragscode schade-expertiseorganisaties].

<b>Family situation</b>	<p>is the composition of persons for whom you have purchased this insurance. Your chosen family situation is stated in your policy. Per family situation, cover is provided for:</p> <p><b>Single</b></p> <ul style="list-style-type: none"> <li>• <i>you</i></li> </ul> <p><b>Single with children</b></p> <ul style="list-style-type: none"> <li>• <i>you</i></li> <li>• <i>your child</i></li> </ul> <p><b>Cohabiting with children</b></p> <ul style="list-style-type: none"> <li>• <i>you</i></li> <li>• <i>your partner</i></li> <li>• <i>your child</i></li> </ul> <p><b>Cohabiting</b></p> <ul style="list-style-type: none"> <li>• <i>you</i></li> <li>• <i>your partner</i></li> </ul>
<b>Flooding</b>	is the giving way, breaking through or flooding of a dike, quay, sluice or other water defence. Flooding also includes water bursting the banks.
<b>Fraud</b>	is deliberate deception to obtain unfair advantage.
<b>Help assistance</b>	is help by the ABN AMRO Emergency Service
<b>Holiday home</b>	is the accommodation of an insured at the travel destination. We do not include camper vans, touring caravans, boats and/or related things under holiday homes.
<b>Household member</b>	is a person who has lived with an insured at the same address for a longer period of time.
<b>In kind</b>	is the compensation for damage in the form of a product or service rather than money. For example, a smartphone repaired or replaced after damage by a company from our repair network.
<b>Informal care</b>	is often unpaid and long-term care for a family member who is ill. This may be health care or help with the activities of daily living.
<b>Inherent defect</b>	is damage which does not arise due to an external event, but due to a feature or defect of the item itself.
<b>Insured</b>	is a person included in the family situation stated in the policy.
<b>Item</b>	is a tangible object as described in the Dutch Civil Code.
<b>Luggage</b>	<p>are all private things an insured brought on a trip for private use or which an insured has on him during a trip. Luggage also refers to travel documents or an item an insured buys or rents during a trip. Luggage does not include:</p> <ul style="list-style-type: none"> <li>• a motor vehicle, vessel, aircraft, trailer, drone or outboard engine;</li> <li>• a caravan or folding caravan. And everything that belongs to it;</li> <li>• an item with a business purpose or that is moved;</li> <li>• art, antiques, collections, stamps or photographs;</li> <li>• any other documents than travel documents.</li> </ul>
<b>Manager of the affairs</b>	is a person who represents the interest of an insured.
<b>Means of transport</b>	is a motor vehicle, bicycle, moped, camper or pleasure boat with which an insured makes the biggest part of the trip. In our definition, means of transport also includes a caravan or trailer.

<b>Medical expenses</b>	are the medical necessary expenses for physicians, dentists, specialists, hospitalisation and surgery. And x-rays, radiation treatments, medication, bandages, treatments and prostheses prescribed by a physician. And also medically necessary transport of you to physicians and hospitals.
<b>Medically necessary</b>	is necessary according to a qualified doctor and there is no possibility of postponement.
<b>Motor vehicle</b>	is a car or a motorcycle that can be driven with a Dutch driving licence A or B/E.
<b>Narcotic substance</b>	is a substance which causes a person to think or act with a decreased degree or awareness than he/she would have done had he/she not taken the substance.
<b>Nationale Nederlanden</b>	is NN Group N.V., of which we are a part.
<b>Natural disaster</b>	is an avalanche, flooding, being snowed in, earthquake, tsunami, volcanic eruption or cyclone (wind force 12 and above).
<b>Nuclear reaction</b>	is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
<b>Off-road driving</b>	is voluntarily driving a means of transport in a place where they normally do not go.
<b>Part of the cover</b>	is a portion of the coverage you can opt for. You can opt for medical expenses, extended cover period, winter sports, business trips, breakdown assistance in Europe or cancellation charges. Unforeseen expenses are the reasonable extra expenses an insured necessarily has to incur due to an unexpected situation or event.
<b>Partner</b>	is a husband, wife, registered partner or the household member with whom an insured cohabits on a long-term basis.
<b>Private trip</b>	is a trip by a private person for relaxation in his or her free time. In our definition, this also includes holiday work, training course or unpaid volunteer work during a trip. In our definition, private trip does not include business trips.
<b>Ski costs</b>	are costs of ski passes, lift passes, hired skis and skiing lessons.
<b>Terrorism</b>	is terrorism, malicious contamination or taking preventive measures as described in the Clauses Sheet Terrorism Cover. This Clauses Sheet, which is part of these policy conditions, is enclosed as an attachment.
<b>Third-degree family member</b>	is an uncle, aunt, child of your brother or sister, great-grandparent or great-grandchild.
<b>Total travel costs</b>	is the amount that was or has to be paid before the start of the trip for the booked or reserved holiday home or transport. In our definition, this includes activities booked and paid for in advance during a trip.
<b>Travelling companion</b>	is another person with whom an insured makes a trip or with whom he/she is planning to make a trip.
<b>Trip</b>	is a stay outside the place of residence. A trip starts if an insured leaves his/her home in the Netherlands and ends upon the return to the Netherlands. A trip in the Netherlands should at least have 1 booked and paid overnight stay. In our definition, trip does not include a stay at a seasonal or annual site in the Netherlands.
<b>Unforeseen expenses</b>	are the reasonable extra expenses an insured necessarily has to incur due to an unexpected situation or event.
<b>Usual call charges</b>	are your usual call charges without surcharges. These charges are set by your telephone provider.

<b>Valuable luggage</b>	is the following luggage: <ul style="list-style-type: none"><li>• photo, film, video or sound equipment;</li><li>• computer equipment, mobile phones, smartphones or tablets;</li><li>• personal jewellery, cash, glasses, sunglasses or contact lenses.</li></ul>
<b>Verbond van Verzekeraars</b>	[Dutch Association of Insurers] is an association representing the interests of insurers. See also verzekeraars.nl.
<b>We</b>	is ABN AMRO Schadeverzekering N.V.
<b>Winter sports</b>	are sports on ice or snow that you engage in during a winter sports holiday.
<b>Winter sports equipment</b>	is all the things you need to engage in winter sports.
<b>You</b>	is the person named in the policy as policyholder. This person took out the insurance and paid the premium.

# **Clauses Terrorism cover**

## **Version 23 november 2007 (Dutch text is leading)**

### **Article 1 / Definitions**

**Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:**

#### **1.1 Terrorism:**

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

#### **1.2 Malevolent contamination:**

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

#### **1.3 Precautionary measures:**

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

#### **1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorisemeschaden N.V.] (NHT):**

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

#### **1.5. Insurance contracts:**

- a. Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act..
- b. Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

#### **1.6 Insurers authorized in the Netherlands:**

Life, funeral in kind and non-life insurers who are authorized by the Financial Supervision Act to carry on the insurance business in the Netherlands.

## Article 2 / Limitation of the cover for the terrorism risk

### 2.1

If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,
- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as ‘the terrorism risk’, the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realized under the insurance in question. With regard to life insurances the amount of the realized wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

### 2.2

The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

### 2.3

Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:

- loss of or damage to immovable property and/or the contents thereof;
- consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall

not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued. For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies. For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group company(ies) belonging to the group has/have taken out the policy(ies).



## Article 3 / Payment Protocol NHT

### 3.1

The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.

### 3.2

The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorized to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.

### 3.3

Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.

### 3.4

The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

Clauses sheet Terrorism Cover

Dutch Terrorism Risk Reinsurance Company

[Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.]

(NHT)

This Clauses Sheet was filed with the Chamber of Commerce in Amsterdam on 23 November 2007 under unaltered number 27178761.