

Car insurance terms and conditions



1 General information

1.1 These terms and conditions describe your insurance

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.

This insurance covers financial setbacks in the event of *damage* to or caused by your *car*. *You* can take out insurance using the following insurance options:

- Third-Party Liability (in Dutch, WA)
- Third-Party Liability + Limited Cover
- Third-Party Liability + Comprehensive Cover.

In addition, *you* can take out additional insurance for the following parts of the cover:

- *Legal assistance*
- Passenger accident insurance
- Cover against *damage* suffered by passengers
- *Breakdown* assistance Netherlands
- *Breakdown* assistance abroad

The selected cover(s) are specified in your policy. Do *you* have any questions? *You* can find more information at abnamro.nl/mijn-verzekeringen. Or call us at 0900 - 0024 (*normal call charges*).

1.2 What *you* need to know beforehand

According to the Civil Liability Insurance (Motor Vehicles) Act (Wet aansprakelijkheidsverzekering motorrijtuigen, *WAM*), your *car* must have third-party cover. Even if *you* do not drive for a while. This insurance meets the requirements of the *WAM*.

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 glossary at the end of these conditions.

1.4 How do *you* report *damage*?

Do *you* have *damage* to your *car* or have you caused any *damage*? Then report it as soon as possible. This is possible in three ways:

- online, via <https://www.abnamro.nl/en/personal/insurance/reporting-damage/index.html>;
- by telephone, on +31 (0)38 - 496 71 23 (*usual call charges*);
- using a European claim form. The European claim form can be found at <https://www.abnamro.nl/en/personal/insurance/reporting-damage/index.html>

What do these conditions say?

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Do you need *legal assistance* for a *conflict* regarding your *car* or is this likely to arise? Call ARAG at 033 - 434 24 70. Or from abroad 0031 - 33 434 24 70. Please note: *legal assistance* can only be applied for with the consent of the policyholder.

1.6 What should you do if your car has a breakdown?

If your *car* has a *breakdown*, please report it immediately. You can call telephone number 026 - 400 23 45. Or from abroad 0031 26 400 23 45. Please note: you are only entitled to *help assistance* if you first contact us by telephone.

1.7 What changes must you always inform us about?

You must always report the following changes to us:

- when you move house;
- when you also use your *car* as a taxi, shared *car* or driving school *car*;
- when an *accessory* is added to your *car*;
- when the number of kilometres you drive annually changes;
- when you sell your *car* or have it registered in someone else's name;
- when the *regular driver* or owner of your *car*, or the party in whose name your *car* is registered, changes;
- when your *car* is issued with a foreign vehicle registration number or has been outside of the Netherlands for more than two months.

Please note: you must report these changes within 14 days of their occurrence. 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, you may receive no, or a lower, payment in the event of *damage*.

2 What does your car insurance cover?

2.1 What does your car insurance cover?

Your insurance covers *damage* to or caused by your *car*. The cause of the *damage* must be sudden and unforeseen. The cover depends on the choices that *you* have made and is stated on your policy.

The table below shows what is insured for each type of cover.

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

Your car insurance covers:	Third-party liability	Third-party liability + Limited cover	Third-party liability + Comprehensive cover
your <i>liability</i> for <i>damage</i> caused by your <i>car</i> or by load X falling off your <i>car</i>	X	X	X
your <i>liability</i> for <i>damage</i> caused by a <i>trailer</i> connected to X your <i>car</i> or by load falling off that <i>connected trailer</i>	X	X	X
your <i>liability</i> for <i>damage</i> caused by a motor vehicle that is towed by your <i>car</i> or by load falling off that towed motor vehicle	X	X	X
<i>damage</i> caused by your <i>car</i> to another motor vehicle of yours	X	X	X
<i>damage</i> to the upholstery of your <i>car</i> caused by transport of an injured person	X	X	X
<i>help assistance</i> in the event of <i>damage</i> if:			
• your <i>car</i> or the <i>trailer</i> connected to your <i>car</i> can no longer operate;	X	X	X
• none of the <i>passengers</i> is able or allowed to drive your <i>car</i> .	X	X	X
<i>car window damage</i> and <i>damage</i> by glass fragments of a <i>car window</i> to luggage in the <i>car</i> up to € 250 per event		X	X
<i>damage</i> to your <i>car</i> caused by <i>fire</i> , lightning, <i>explosion</i> or short-circuit and the <i>consequential damage</i> thereof		X	X
<i>damage</i> to your <i>car</i> caused by theft, attempted theft, <i>embezzlement</i> or scam		X	X
<i>damage</i> to your <i>car</i> caused by <i>joyriding</i> or disturbances;		X	X
<i>damage</i> to your <i>car</i> caused by hail, your <i>car</i> being blown over in wind or an item falling onto your <i>car</i> due to a <i>storm</i>		X	X
<i>damage</i> to your <i>car</i> caused by an earthquake, volcanic eruption or flood		X	X
<i>damage</i> to your <i>car</i> caused by an avalanche or rockfall;		X	X
<i>damage</i> to your <i>car</i> caused by a falling aircraft, space vehicle or space object;		X	X
<i>damage</i> to your <i>car</i> caused by a collision with an animal including <i>consequential damage</i> ;		X	X
<i>damage</i> to your <i>car</i> caused by transport of your <i>car</i>		X	X
<i>damage</i> to your <i>car</i> caused by all other events, including colliding, skidding, <i>vandalism</i> and your <i>car</i> running off the road or ending up in the water			X
maximum once per year breakdown assistance for an empty tank, the wrong fuel being filled, or a flat battery of an electric car in the Netherlands			X

2.2 What does your insurance cover if you have also taken out car *legal expenses* insurance?

Does the policy state that *you* are covered for *legal expenses*? Then your insurance also covers *legal assistance* for *you* as owner, driver or *passenger* of your *car* or *connected trailer* in the following conflicts:

- *you* want compensation from another person who is legally liable for your *damage*;
- *you* have a *conflict* with a BOVAG or FOCWA garage company or an authorised car dealer;
- the government seizes your *car*;
- your driving licence is confiscated by the (foreign) government. Please note: this is not covered in a *criminal case*;
- a *criminal case* in which *you* are prosecuted for criminally negligent homicide or injury. Please note: for other criminal cases against you, ARAG will reimburse your *legal assistance* costs afterwards. But only if *you* are acquitted, discharged from prosecution or if *you* are told that *you* will not be prosecuted any further. *You* must then report this to ARAG within one month of the irrevocable judgment.

Your insurance covers *legal assistance* in the event of a *conflict* on your part or if this threatens to arise. The event that creates a *conflict* must have been unforeseen when *you* took out this insurance. Do *you* have a *conflict*? Then the law from a country stated on the *green proof of insurance card* must apply. If a *conflict* is taken to court, the court must have jurisdiction in one of these countries.

2.3 What does your insurance cover if you have also taken out passenger accident insurance?

If the policy states that *you* are covered for passenger accidents, then your insurance covers a payment if a *passenger* dies or becomes permanently disabled due to an *accident* with your *car*.

2.4 What does your insurance cover if you have taken out insurance against *damage* suffered by passengers?

If the policy states that *you* are covered against *damage* suffered by passengers, your insurance covers *personal injury* and *property damage* of a *passenger* due to a road accident with your *car*. The *damage* must be sudden and unforeseen.

2.5 What does your insurance cover if you have taken out insurance for breakdown assistance in the Netherlands?

Does the policy state that *you* are covered for *breakdown* assistance in the Netherlands? Then your insurance offers *help assistance* in the event of a *breakdown* with your *car* due to a sudden and unforeseen event.

We arrange the *help assistance* for *you*. The *help assistance* depends on the choice that *you* have made. In the Netherlands, your insurance covers:

- *breakdown assistance* in the event of a *breakdown* of your *car* or a *connected trailer*;
- an *emergency repair* if your *car* or *connected trailer* can no longer operate due to *breakdown*. Please note: this does not include replacing a part;
- a replacement driver if the driver is unable to drive due to illness or *accident*. But only if no other *passenger* is allowed to drive the *car*;
- a replacement *car* for a maximum of 7 consecutive calendar days if your *car* cannot be repaired within 24 hours. We do not reimburse the costs of fuel.

Please note: *You* are only entitled to *help assistance* if *you* first contact us by telephone.

2.6 What does your insurance cover if you have taken out insurance for breakdown assistance abroad?

Does the policy state that *you* are covered for *breakdown* assistance abroad? Then your insurance offers *help assistance* in the event of a *breakdown* with your *car* due to a sudden and unforeseen *event*.

We arrange the *help assistance* for *you*. The *help assistance* depends on the choice that *you* have made. Abroad, your insurance covers:

- *breakdown assistance* in the event of a *breakdown* of your *car* or a *connected trailer*; Please note: transport from abroad of your *car* or *connected trailer* will be reimbursed only if repair takes longer than 4 working days;
- an *emergency repair* if your *car* or *connected trailer* can no longer operate due to *breakdown*. Please note: this does not include replacing a part;
- a replacement driver if the driver is unable to drive due to illness or *accident*. But only if no other *passenger* is allowed to drive the *car*;
- a replacement *car* for up to 21 consecutive calendar days if repair of your *car* takes longer than 24 hours. We do not reimburse the costs of fuel. Please note: to collect the replacement *car*, *you* will (probably) need a credit card.
- costs abroad of destruction and importation of your *car* or *trailer* abroad.

Please note: *You* are only entitled to *help assistance* if *you* first contact us by telephone.

3 What does your car insurance never cover?

3.1 What does your car insurance never cover?

Not everything is insured. Below *you* can read in which situations *damage* is never covered. These exclusions apply to all parts of the insurance. There are also exclusions that apply only to a specific part. *You* will find these further on in these terms and conditions.

Your car insurance never covers:

- *liability* of a person who has stolen your *car* or has taken your *car* in a violent manner;
- *liability* of a person who is in your *car* without your permission;
- *liability* for *damage* to an *item* that is being transported in your *car*. Please note: this not does not apply to a *passenger's* private property;
- *damage* or *liability* for *damage* caused or arisen before the start or after the end of your insurance;
- *damage* or *liability* for *damage* if national or international laws or rules prohibit this;
- *damage* or *liability* arisen in a country that is not listed on the *green proof of insurance card* or is crossed out on this card;
- *damage* or *liability* for *damage* if the driver exhibits dangerous or prohibited driving behaviour. This refers, for example, to holding (or typing a message on) a mobile phone while driving;
- *damage* to the driver of your *car*. Does the policy state that *you* are covered against *damage* suffered by passengers? Then this exclusion does not apply to the cover listed under this section;
- *damage* or *liability* that arose while the driver of your *car* was not allowed to drive according to the laws or regulations of the government;
- *damage* or *liability* that arose while the number plate of the *car* was not in the name of the *policyholder* or their *partner*;

- *damage* caused by *acts of war* or a nuclear reaction;
- *damage* or *liability* caused by deliberate intent, recklessness, serious fault, serious negligence or an illegal activity in which *you* or your *partner* have engaged. Please note: this does not apply if the *policyholder* demonstrates that they were unaware of this or did not want this;
- *damage* or *liability* if the *car* is used for business purposes, for example for driving lessons or as a taxi, if the *car* is a *shared car*, in the event of leasing, or if the *car* is used for paid commercial transport of a person or an *item*;
- *damage* or *liability* for *damage* that arose during participation in a *race*, off-road driving or by driving on a circuit. Please note: this does not apply if the *policyholder* demonstrates that they were unaware of this or did not want this;
- *damage* to your *car* or *liability* due to theft of or *joyriding* with your *car* through the use of a lost or stolen car key. Please note: this does not apply if the *policyholder* could not have known that the car key was lost or stolen;
- *damage* to an *accessory* that is attached to the outside of the *car*. Please note: this does not apply if this *accessory* is attached and locked with a proper lock;
- *damage* that arose because the *car* was not locked or the keys were inside the *car*;
- *damage* to a *trailer* that arose while *you* were using it;
- *damage* or *liability* if the driver of your *car* is not authorised to drive. This applies, for example, in the case of:
 - the absence of a valid driving licence;
 - a driving ban (disqualification);
 - being under the influence of a *narcotic substance*, such as alcohol, drugs, medication or laughing gas;
- a part of your *car* that has an *inherent defect* or stops functioning by itself;
- *help assistance* in the event of a *breakdown* of your *car* or *connected trailer*; Does the policy state that *you* are covered for *breakdown* assistance NL and/or abroad? Then this exclusion does not apply to the cover listed under this section;
- *damage* or *liability* that is covered or reimbursed under any law, provision or other insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- *damage* due to wear and tear or poor maintenance of your *car*;
- *damage* or *liability* if the driver of your *car* leaves the scene of the accident and it cannot be determined what exactly happened, nor under what circumstances the accident occurred. For example, who the driver of your *car* was and whether the driver was under the influence of a *narcotic substance*;
- additional costs *you* incur if *you* return the replacement *car* we arranged for *you* late;
- *damage* or *liability* in the case of *fraud*.

3.2 Your insurance never covers *legal assistance* in the event of a *conflict*:

- for which without the consent of ARAG another *legal assistance* provider has been engaged for *legal assistance*;
- due to an *event* that was foreseeable before the start of your insurance. Please note: this exclusion does not apply if, at the request of ARAG, *you* prove that the *event* was unforeseen;
- arisen or caused by an *event* before the start or after the termination of your 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 the termination of your insurance;
- that *you* reported so late that this has made *legal assistance* for ARAG much more expensive or more difficult. But only if ARAG demonstrates this;
- in which *you* were not involved at the time it arose;

- in which *you* can receive *legal assistance* from your liability insurer;
- in connection with a debt that *you* cannot pay;
- in connection with suspension of payments or bankruptcy on your part;
- in connection with a general law or rule of government or about *tax*;
- that arose because *you* drive your *car* and are not allowed to do so by law; about the provision of *legal assistance*, the cover or premium payment of this insurance. Please note: if *you* go to court for this and *you* are proven right, ARAG will reimburse your costs afterwards.

3.3 Your passenger accident insurance never covers a payout for an accident:

- arisen or caused before the start or after the termination of your insurance;
- arisen while *you* were committing or attempting to commit a crime. It does not matter whether *you* were alone or with others. This exclusion also applies if there is any other connection between the *accident* and the crime;
- of a *passenger* not sitting in a normal seat;
- in the event of pain and its consequences if there is no permanent disability;
- in the event of psychological conditions and their consequences, unless this is the result of medically identifiable brain tissue damage caused by the *accident*;
- of a *passenger* not wearing a seat belt when it is required.

3.4 Your insurance against damage suffered by passengers never covers:

- *personal injury* and *property damage* arisen or caused before the start or after the termination of your insurance;
- *personal injury* and *property damage* of a *passenger* not sitting in a normal seat;
- *personal injury* and *property damage* of a *passenger* not wearing a seat belt when it is required;
- *personal injury* and *property damage* that are covered or reimbursed under any law, provision or other insurance. Or that would be covered or compensated on that basis if this insurance did not exist;
- *property damage* to your *car* itself or to a *trailer* that is connected to your *car*;
- *property damage* because your *car* is seized or requisitioned by the government;
- loss of money or securities in excess of € 500 per *event*.

3.5 Your insurance never covers breakdown assistance in the Netherlands or abroad:

- in the event that *you* did not do everything reasonable to prevent the *breakdown*;
- arisen or caused before the start or after the termination of your insurance;
- for which we have previously provided assistance, and *you* did not have the cause of the *breakdown* professionally repaired afterwards;
- if your *car* does not have a valid periodic vehicle inspection certificate and this is required by law.

4 What happens in the event of *damage* 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 and whether the *damage* is covered. You must provide us with the information we need. If a serious offence was committed, then you must send us proof that the matter was reported to the police.

We sometimes engage an *expert* to assist us in determining 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. If you appoint an *expert* yourself, we will reimburse their costs as long as 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, then the arbitrator will make a final decision. The arbitrator's decision is binding on you and us.

If you do not cooperate in the assessment of the *damage* or fail to observe another obligation under the conditions, then we may refuse to pay you for the *damage*.

4.2 What do we do if you report a breakdown of your car?

If you report a breakdown to us, then we will determine what happened. You must provide us with the information we need. If you fail to fulfil an obligation under the conditions, we may refuse help.

4.3 What do we do if you or another person reports an accident to us?

If you or another person reports an accident to us, then we will determine what happened. You or your next of kin must provide us with the information that we need. Sometimes we ask a doctor to help us with this. You and your next of kin must cooperate in this. If you or your next of kin fail to fulfil an obligation under the conditions, we may refuse the payment.

4.4 How do we determine whether *damage* is covered?

To determine whether *damage* is covered, we use these conditions, your policy and the information received.

4.5 How do we determine the compensation for the covered *damage* under your car insurance?

How we determine the compensation depends on the cover. Below we first explain how we determine the compensation for third-party cover. This is followed by how we determine the compensation for limited cover and comprehensive cover.

Please note: does your policy or do these conditions state a maximum insured amount? Then we will pay out a maximum of that amount. Does your policy include an excess? In that case we deduct this amount from the compensation. We may compensate for the *damage* also in *in kind* in the event of *damage* under limited and comprehensive cover.

4.6 Third-party cover

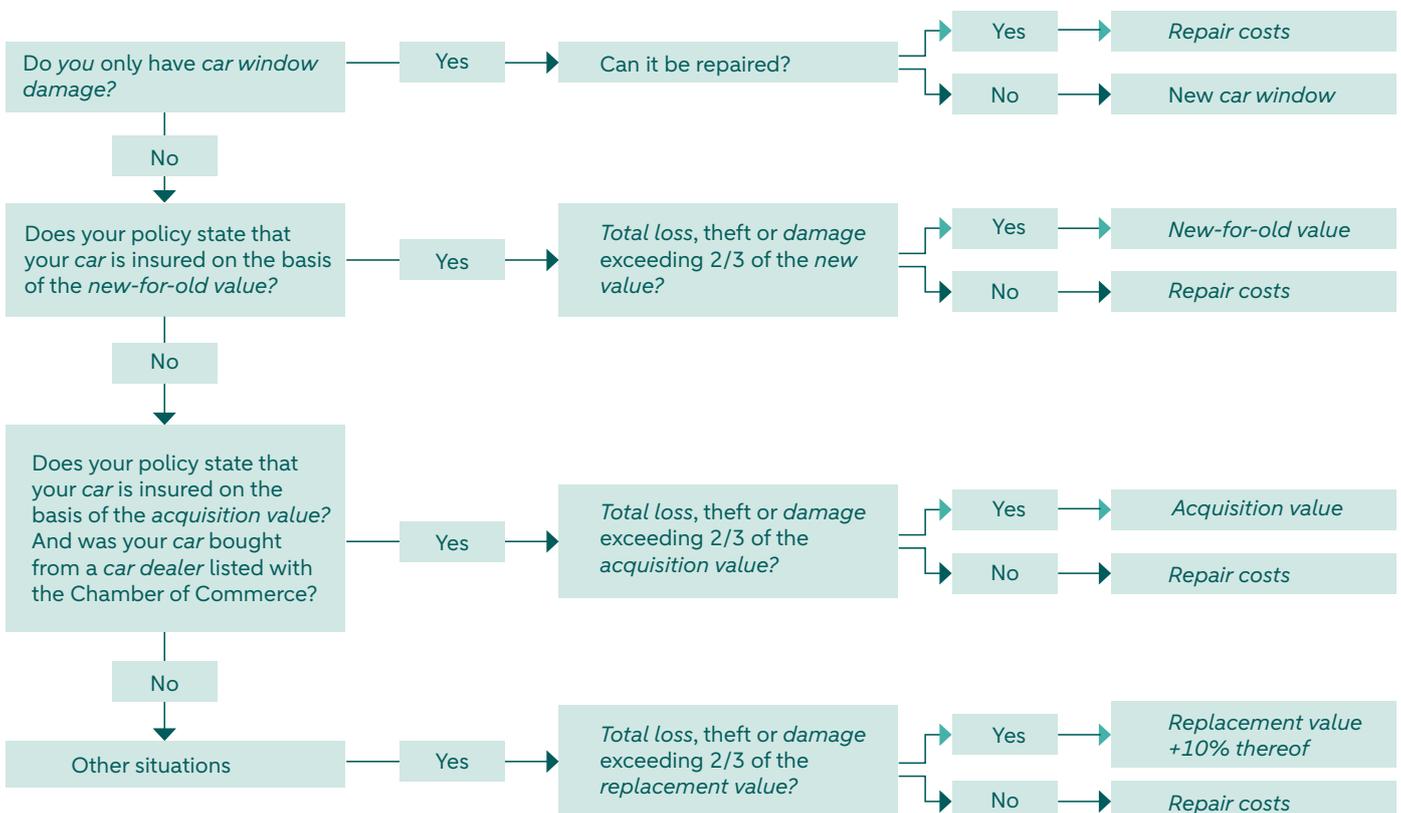
If you are legally liable for covered *damage*, we compensate the other party directly for that *damage*.

Please note: if you are legally liable for *damage* that is not covered by this insurance, but we must nevertheless compensate the other party for this *damage* according to the *WAM*, you must repay us for this *damage*.

4.7 Limited or comprehensive cover

If you have covered *damage* to your car under limited cover or comprehensive cover, we will determine the compensation according to the table below. The following agreements apply to the table:

- if your car is a total loss, we will only pay out once your car has been declared a *total loss* by the expert. We may also designate someone to whom you must transfer ownership of the car.
- if your car is stolen, we will not pay out if the car is found within 20 days. If the car is found after 20 days, we will only pay out once the ownership of your car has been transferred to us;
- If you have car window damage, we will reimburse you for this up to the maximum amount that companies affiliated with *ABN AMRO Claims Service* charge;
- if a part of your car is stolen and you do not use the *ABN AMRO Claims Service*, we may assume the *current market value*.
- if your car is repaired after *damage*, second-hand parts may be used in the repair if this does not disadvantage you.
- If you added an accessory to your car afterwards, the same rules that apply to covered *damage* to your car also apply here. *Damage* to such accessory is covered up to the maximum amount stated in the policy.



4.8 No-claims bonus

The no-claims bonus entails that the amount of your premium depends on your claims experience. Your no-claims bonus comprises 21 steps. Each step has a corresponding discount percentage.

On the starting date of your insurance, we determine at which step *you* start and the no-claims bonus takes effect. We base the step *you* start at on the number of claim-free years *you* have provided to us. Please note: we always verify the claim-free years *you* have provided in Roy-data. Table 1 below shows the discount for each step.

If *you* have not incurred *damage* for an entire year after the last review date of your insurance, *you* will go up one step, with the maximum being step 21. If *you* did incur *damage*, *you* will go down one step for each *damage* event. *You* can see how this works below.

Table 1: Which discount applies to each step?

No-claims step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Discount percentage	0	15	30	38	45	50	54	58	62	64	66	68	70	72	74	75	76	77	78	79	80

Table 2: Which step will *you* go to following *damage*?

Current step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Step following	1	1	1	1	1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Example: if *you* are at step 12 and incur *damage*, *you* will go to step 7 on the next review date. Table 1 shows that a discount of 54% applies to step 7. If *you* incur *damage* again in the same year, *you* will go to step 2, with a discount of 15%, on the next review date.

If *you* incur *damage*, we will adjust your discount and step. We will do so on the next review date following the *damage*.

Please note: *you* will not go down a step if:

- we provide assistance in the event of an empty tank, filling up with the wrong fuel or a dead battery;
- the *damage* is covered under Limited Cover;
- another party has fully repaid the compensation to us;
- we must pay the compensation only because this was agreed with another insurer or we are obliged to do so by law;
- we must pay more than the actual *damage* and are not fully reimbursed for this;
- *you* are legally liable for the *damage* of a bicyclist or pedestrian in the event of a collision. Please note: this only applies if *you* can prove that *you* could not have done anything about it;
- *you* repay compensation to us within 24 months after the payout;
- if *you* use your breakdown assistance cover in the event of a *breakdown*;
- the *damage* is caused by the transport of an injured person free of charge.

4.9 What if the *damage* is linked 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*.

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

We also reimburse other costs, but only if *you* consulted with us before incurring these costs and we agreed to these costs. These costs are:

- reasonable costs of experts;
- the necessary costs for *legal assistance* if someone holds *you* liable;
- costs incurred by *you* in the event of theft of your *car* or car keys outside your home, up to a maximum of €200;
- your share in the costs in general average;
- a *security deposit* up to a maximum of € 100,000. *You* must authorise and help us to recover this amount;
- if *you* use the *ABN AMRO Claims Service*, *you* are entitled to a replacement vehicle (to the extent possible equivalent) for up to 20 consecutive calendar days, starting from the moment your *car* repair begins. We do not compensate for the costs of fuel; Please note: if there is only *car window damage*, *you* are not entitled to a replacement vehicle;
- if your *car* is stolen, *total loss*, or no longer drivable due to stolen parts, *you* are entitled to a replacement vehicle (to the extent possible equivalent) for up to 30 consecutive calendar days if *you* use the *ABN AMRO Claims Service*. This applies from the moment that *you* report the theft to us or the moment that your *car* is declared *total loss*. We do not compensate for the costs of fuel;
- if *you* do not want a replacement *car* in the event of theft of your *car*, *you* can claim a daily allowance of a maximum of €35 per day for a period of 20 days;
- the costs of *help assistance*. Please note: transport of your *car* or *connected trailer* from abroad is only reimbursed if repairs take longer than 4 working days;
- any necessary salvage and storing costs up to a maximum of 14 days;
- If *you* are unable to travel back to your place of residence, we will reimburse the costs of one overnight stay in the Netherlands for the driver and passengers up to a maximum of € 80 per person per night with a maximum of € 400.

4.11 What do we pay out under your passenger accident insurance in the event of a covered accident involving your car?

The payment in the event of death due to an *accident* is the sum insured in the event of death under the policy. In the event of permanent disability, we multiply the sum insured for permanent disability by your degree of disability. We determine this degree according to the *AMA Guidelines*. Permanent disability must be established by the treating physician within 1 year after the accident. In the determination, we do not take into account an occupation or hobby. Were *you* partially permanently disabled before the accident? Then we deduct that portion from your degree of disability.

Please note: the degree of disability for a *whiplash* for this insurance is a maximum of 5%. If your policy document or these conditions state a maximum insured amount, we will pay out a maximum of that amount.

We pay the benefit directly to the affected *passenger* or to the next of kin thereof.

4.12 How do we determine the compensation for the covered damage under your insurance against damage suffered by passengers?

We reimburse the financial loss due to *personal injury* suffered by a *passenger* in a traffic accident if *personal injury* due to a traffic accident is covered. In the event of covered *property damage*, we will reimburse the *current market value* of an *item* minus any residual value.

Please note: we do not do this if the *repair costs* are lower. In that event, we pay out the *repair costs*.

If your policy document or these conditions state a maximum insured amount, we will pay out a maximum of that amount. If the total *damage* of the *passengers* exceeds this amount, we divide this amount among the passengers in proportion to their *damage*.

4.13 What else do we reimburse if we provide breakdown assistance?

In the event of a *breakdown*, we also reimburse the following costs:

- telephone costs up to a maximum of € 50;
- costs of destruction and importation of your *car* or *trailer* abroad.

5 What happens if you apply for legal assistance?

5.1 What does ARAG do if you apply for legal assistance?

Do you need *legal assistance* for a *conflict*? Then you must always first report this to ARAG. ARAG will then determine what happened. You must give ARAG the information it needs. Sometimes ARAG requests a report from an expert from you to determine whether there is a *conflict*. Does the report demonstrate this? Then ARAG will reimburse the costs of the report. ARAG will not provide *legal assistance* in the event of a *conflict* if you can make a claim under another *policy* or access a public facility for that purpose.

Please note: are there multiple stakeholders in a *conflict*? Then ARAG will only reimburse your share in the total costs. Whether the other stakeholders participate in the action is irrelevant here.

5.2 How does ARAG determine whether *legal assistance* for a *conflict* is covered?

To determine whether *legal assistance* for a *conflict* is covered, ARAG uses these conditions, your policy and the information received. If the required information has been received, ARAG will contact *you* within 2 working days.

Please note: do *you* behave in a threatening or insulting manner towards the other party, ARAG or us? Or do *you* fail to cooperate in the assessment or handling of a *conflict*? Then ARAG may refuse or stop *legal assistance* in the event of a *conflict* or mediation.

5.3 How do *you* receive *legal assistance* in the event of a covered *conflict*?

The lawyers at ARAG provide the *legal assistance* for *you*. In two situations, *you* may choose a competent expert or lawyer yourself after permission from ARAG. ARAG will then engage them. This may be done in judicial or administrative proceedings. And this is also allowed if the other party is entitled to legal assistance from ARAG. For each *conflict*, ARAG engages a competent lawyer or expert a maximum of once. Afterwards, *you* will no longer receive *legal assistance* from ARAG for this *conflict*. *You* must keep ARAG informed of the progress. *You* do this by authorising the lawyer or other legal specialist to inform ARAG about the progress. If ARAG considers an expert report necessary when handling your *conflict*, ARAG will arrange and pay for this. If *you* disagree with this report, *you* can also have a report drawn up yourself. If ARAG uses your report, then ARAG will reimburse the costs.

5.4 What costs does ARAG reimburse in the event of a covered *conflict*?

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

- all costs of ARAG's own legal specialists;
- normal and reasonable costs of a lawyer or other legal specialist. Please note: this does not include the amount of any additional compensation in the event of success.

In addition to your costs of *legal assistance*, ARAG reimburses other costs as well. But only if *you* consult with ARAG before *you* make them and ARAG agrees thereto. These are exclusively your following costs:

- court fees and costs of witnesses or experts called on your behalf;
- the other party's legal costs that *you* have to pay according to the court;
- *damage* due to a traffic accident up to a maximum of €650. But only if the perpetrator is financially unable to pay for it;
- necessary travel and accommodation expenses because *you* have to appear before a foreign court;
- your share in the costs of mediation;
- costs to ensure that a court judgment is enforced. This applies for up to 5 years after the final judgment;
- cost of a *security deposit* up to a maximum of €50,000. ARAG will then make separate agreements with *you* for this purpose.

Please note: if the policy states a maximum insured amount for *legal assistance*, ARAG will reimburse a maximum of that amount. If your costs of *legal assistance* are higher than your *damage* or financial loss, then ARAG may compensate for this *damage* and *you* will no longer receive *legal assistance* for this.

5.5 What happens if you do not agree with the approach to your conflict?

ARAG or the lawyer will discuss the approach and desired result with you. In this context, the following applies: If you disagree with the legal steps that ARAG wants to take, ARAG will engage an independent legal expert to assess this on the basis of the information then provided. ARAG will pay the costs involved. The following outcomes are possible:

- you are proven right. Then ARAG will handle this further according to the advice of the independent expert. If ARAG engages a lawyer for this purpose, you may choose this lawyer yourself. Please note: this may not be the independent expert or a colleague thereof;
- you are not proven right. Then the approach remains as proposed. If you disagree with this, you may proceed at your own expense. If you achieve the desired result, ARAG will reimburse your costs up to the maximum insured amount therefor.

If you disagree with legal action the lawyer or other legal specialist wants to take, you may proceed at your own expense. If you achieve the desired result, ARAG will compensate your costs up to the maximum insured amount therefor.

6. What other agreements are there?

6.1 When does your insurance cover begin?

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

6.2 When does your insurance change?

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

6.3 When are we allowed to revise your insurance policy?

We may always change the premium, conditions and discount for your insurance on the revision date.

We may change the premium, conditions and discount for your insurance 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 first receive 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 end on the 'date of revision'. If you do not do this, you accept the change.

6.4 When may you terminate your insurance?

You may terminate your insurance at any time without giving any reason.

6.5 When may we terminate your insurance?

We may terminate your insurance policy on the date of revision, which is stated in 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 *damage* claim;
- in the event of threatening or abusive behavior by *you* towards any of the parties involved.

6.6 When does your insurance end automatically?

Your insurance always ends automatically if:

- *you* no longer live in the Netherlands;
- insurance with us for your *car* has been terminated;
- when your *car* is issued with a foreign number plate;
- *you* no longer have an interest in this insurance, for example, because your *car* is *total loss*.

6.7 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 send the *policyholder* a warning, the insurance cover ends automatically. We may terminate your insurance contract at any time thereafter. If we do this, we will inform *you* on which date the insurance ends.

6.8 Transfer or limitation period

You cannot transfer any items to us in the event of *damage* or an *accident*.

Claims expire:

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

6.9 Complaints

If *you* are dissatisfied with this insurance policy or with our services, *you* can file a complaint with us. Details of how to file a complaint are given at abnamro.nl/en/personal/overabnamro/complaints/index.html. Are *you* dissatisfied with the handling of your complaint? Then *you* may submit your complaint to the independent Financial Services Complaints Board (Kifid), PO Box 93257, 2509 AG The Hague or via kifid.nl. *You* may also submit 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) (Tuchtraad Financiële Dienstverlening (Assurantiën)). Kifid will inform *you* about this. This also applies if a complaint relates solely to a disciplinary matter. *You* must also file this complaint with Kifid.

6.10 Privacy protection and electronic recording

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

If we communicate with *you* by electronic means, such as via the internet, email or telephone? Then we may record this communication electronically, as evidence or to improve our service.

6.11 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. We do this in accordance with the guidelines laid down by the *Dutch Association of Insurers* (Verbond van Verzekeraars). Since we work together with *Nationale Nederlanden*, we also adhere to their guidelines. More information on this matter can be found at <https://www.abnamro.nl/en/personal/insurance/benefits-abnamro.html>.

After completing this research, we will take a decision, for example, to immediately terminate the insurance and/or not pay out. And also to terminate other insurance policies in force 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.

6.12 External processing of personal data by the Central Information System

To ensure a responsible acceptance, risk and fraud policy, we may access and record data about *you* and your insurance policies in the Central Information System (CIS) of the insurance companies operating in the Netherlands (Central Information System Foundation (Stichting CIS)). Stichting CIS processes personal data in order to control insurers' and authorised agents' risks and to combat *fraud*. More information on Stichting CIS, including their privacy regulations, can be found on their website. Stichting CIS' contact details: telephone number: +31 (0)70 333 85 11; website www.stichtingcis.nl; postal address: Stichting CIS, PO Box 91627, 2509 EE The Hague, The Netherlands

6.13 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 agreement is not concluded until it has been verified that it is not forbidden, on the basis of sanctions laws or regulations, to offer financial services to or on behalf of the policyholder; insured persons, co-insured persons, and other persons or 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 the policyholder.'

6.14 Dutch law

This insurance policy is governed by Dutch law. If a dispute leads to a court case, the dispute will be submitted to a Dutch court.

List of definitions

Term	Meaning
Accident	is a sudden and unforeseen force acting on the body from the outside. <i>We consider several accidents that have the same cause to be one accident.</i>
ABN AMRO Claims Service	is a group of <i>damage</i> repair companies with which <i>we</i> have made special agreements for <i>you</i> for the repair of <i>car window damage</i> and <i>damage</i> to your <i>car</i> . These agreements can be found on abnamro.nl. <i>You</i> will find this quickly if <i>you</i> search with the words ' <i>damage service</i> '.
Acquisition value	is the demonstrable amount for which <i>you</i> purchased a <i>car</i> from a car company registered with the Chamber of Commerce in the Netherlands. Was the <i>car</i> damaged when <i>you</i> bought it? Or has past <i>damage</i> not been properly repaired? In that case, <i>we</i> may take this into account when determining the <i>acquisition value</i> .
AMA Guidelines	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.
Another person	is someone other than <i>you</i> .
ARAG	is ARAG SE with its registered office in Düsseldorf, Germany, and its registered office in the Netherlands at Kastanjelaan 2, 3833 AN Leusden.
Accessory	is an <i>item</i> that is permanently attached to or on your <i>car</i> , but only if it is customary to attach this to or on a <i>car</i> . By <i>accessory</i> , <i>we</i> also mean a roof box, tow bar, bicycle carrier and the charging cable of an electric or hybrid car.
Acts of war	is organized violence, such as: <ul style="list-style-type: none"> • armed conflict: any case in which states or other organised 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 organised violent combat between inhabitants of the same state involving a large proportion of the inhabitants of that state. • insurrection: organised violent opposition within a state, directed against public authority. • civil commotion: more or less organised violent acts, arising at various different places within a state. • riot: a more or less organised local violent movement, directed against public authority. • mutiny: a more or less organised violent movement of members of any armed force, directed against the authority under which they resort.
Breakdown	is a motor, mechanical or electronic failure.
Car	is the passenger <i>car</i> whose number plate is stated in the policy, or a replacement <i>car</i> with a Dutch number plate during repairs of your <i>car</i> . <i>Car</i> also includes an accessory.
Car window	is a front, side or rear window or a panoramic or sunroof. This also includes the <i>car window</i> of a convertible. If the <i>car window</i> is damaged and there is no further <i>damage</i> , then the repair has no influence on the no-claims bonus.
Car window damage	is the breaking or cracking of a <i>car window</i> of your <i>car</i> . By <i>car window damage</i> , <i>we</i> also mean scratches in the field of vision of a <i>car window</i> of your <i>car</i> .
Claim-free years	your claim-free years increase if you have no damage. <i>We</i> determine your no-claim step and therefore your no-claims discount on the effective date.

Term	Meaning
Conflict	is a legal dispute between <i>you</i> and <i>another person</i> . Or a legal dispute that threatens to arise between <i>you</i> and <i>another person</i> . We consider related conflicts as one <i>conflict</i> .
Current market value	is the amount needed to replace an item immediately before the <i>damage</i> with an identical item in the same condition. Please note: if the <i>current market value</i> is higher than the <i>replacement value</i> plus 10%, then the <i>current market value</i> applies.
Connected trailer	is a caravan or other trailer connected to your <i>car</i> , or that has become detached from your <i>car</i> and has not yet come to a safe stop out of traffic.
Criminal case	is a lawsuit about something prohibited under criminal law.
Consequential damage	is the <i>damage</i> that occurs to your <i>car</i> after a collision with an animal or in the event of fire.
Dutch Association of Insurers (Verbond van Verzekeraars)	is an association representing the interests of insurers. See also verzekeraars.nl .
Damage	is property <i>damage</i> , personal injury or loss of an <i>item</i> .
Deliberate	<p>is an act whereby an insured person does something, or fails to do something, either as an individual or as part of a group of people:</p> <ul style="list-style-type: none"> • with the aim of causing <i>damage</i>; • or, if <i>damage</i> is not the aim, it is certain that <i>damage</i> will ensue; • or, if <i>damage</i> is not the aim, the possibility that <i>damage</i> will ensue is accepted; <p>This act is socially undesirable and/or criminal, as seen from the perspective of a neutral observer and derived objectively from facts, circumstances, and behaviour. We always deem the following acts to be deliberate:</p> <ul style="list-style-type: none"> • arson, vandalism, and wilful <i>damage</i>; • extortion, deception, fraud, threat, robbery, embezzlement, theft and burglary, including when carried out digitally; • the excessive use of drugs, medicines, alcohol and narcotics, as a result of which a person's own will can no longer be determined; • assault, maltreatment, manslaughter and murder.
Embezzlement	is when someone has your <i>car</i> in their possession with permission, but does not give it back even though they are supposed to.
Explosion	<p>is a sudden and powerful release of energy, such as that caused by:</p> <ul style="list-style-type: none"> • gases or vapours in a container, giving rise to a pressure difference; • a chemical reaction in gases, vapours, or liquids.
Emergency repair	is a repair to enable you to continue driving safely to your destination or to the nearest garage from the place where your <i>car</i> breaks down.
Event	is an incident. We consider several incidents that have the same cause to be one event.
Expert	is a skilled person who has undertaken to adhere to the Code of Conduct for Loss Adjustment Agencies (Gedragscode schade-expertiseorganisaties).
Earthquake	is the shaking or trembling of the earth or a landslide.
Fire	is <i>fire</i> that can spread by itself to a place where it does not belong. By <i>fire</i> , we also mean scorching, melting, singeing, charring or smouldering.
Fraud	is deliberate deception to obtain unfair advantage.
Flooding	is the collapse, breach or flooding of a dike, embankment, sluice or other water defence. Flooding also includes water bursting the banks.

Term	Meaning
General average	is <i>damage</i> to a vessel or its cargo caused by an act to save the vessel, persons on board or cargo. The cost thereof will be shared by all parties.
Green proof of insurance card	is the international certificate of insurance for your <i>car</i> .
Help assistance	means bringing and keeping your <i>car</i> or connected trailer safe and the transport thereof to one address in the Netherlands or possible destruction abroad. By <i>help assistance</i> , we also mean the transport of the driver, passengers and luggage to one address in the Netherlands.
Item	is a tangible object as described in the Dutch Civil Code.
Inherent defect	is <i>damage</i> that does not arise due to an external event, but due to a feature or defect of your <i>car</i> itself. This also includes short circuit or overheating.
In kind	is the compensation for <i>damage</i> in the form of a product or service rather than money. For example, a <i>car</i> that is repaired after <i>damage</i> by a company affiliated with <i>ABN AMRO Claims Service</i> .
Joyriding	is driving your <i>car</i> without the permission of the <i>policyholder</i> and without the intention of stealing or keeping your <i>car</i> .
Liability	is the legal obligation to compensate for <i>damage</i> .
Listed value	is the recommended price for a <i>car</i> of a particular make, type and version for the Netherlands.
Legal assistance	is legal advice.
Narcotic substance	is a substance that impairs a person's ability to think or act consciously- compared to without that substance.
Normal call charges	are your usual telephone call charges, without surcharges. Your telephone provider determines these charges.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Nationale Nederlanden	is NN Group N.V. of which we are a part.
New-for-old value	is the listed value at the time of <i>damage</i> .
Off-road driving	is the unnecessary driving of your <i>car</i> on a site not intended for cars.
Partner	is a person with whom the <i>policyholder</i> has a relationship and lives together in a long-term, family-like household.
Property damage	is material <i>damage</i> or loss of an item and the consequences thereof.
Policyholder	is the person who has taken out the insurance and must ensure that the premium is paid. If several people have taken out the insurance, then the first named person on your policy is the <i>policyholder</i> .
Personal injury	is injury, illness or death of a person and its consequences.
Passenger	is anyone who sits in or gets in or out of your <i>car</i> . A <i>passenger</i> is also someone who has gotten out and remains near your <i>car</i> during a breakdown on the road.
Race	is a drive with your <i>car</i> involving speed, regularity or skill.

Term	Meaning
Replacement value	is the amount needed to replace a <i>car</i> or accessory immediately before the <i>damage</i> with an equal <i>car</i> or accessory in the same condition. Please note: the same condition also means same quality and age. For cars, we follow the ANWB price list. If the <i>replacement value</i> plus 10 percent thereof exceeds the <i>current market value</i> , we start from the <i>current market value</i> . If your <i>car</i> is not included in the ANWB price list, we start from the <i>current market value</i> .
Repair costs	are the reasonable costs of repairs necessary to restore an <i>item</i> to its original condition.
Regular driver	is the person who usually drives your <i>car</i> .
RDW	is the Netherlands Vehicle Authority.
Shared car	is a <i>car</i> that is used by several people for a fee.
Security deposit	is an amount that <i>you</i> must provide as surety according to a foreign government. This amount is intended as a guarantee of payment of <i>damage</i> compensation.
Storm	is wind force 7 or more according to the Royal Netherlands Meteorological Institute (KNMI).
Total loss	your <i>car</i> is technically a <i>total loss</i> if, according to the <i>expert</i> , <i>you</i> can no longer drive it safely and if repair is impossible or irresponsible. Your <i>car</i> is economically a <i>total loss</i> if the repair costs exceed the value of your <i>car</i> before the <i>damage</i> , minus the residual value after the <i>damage</i> . The value before the <i>damage</i> is the value shown on the ANWB price list.
Terrorism	is <i>terrorism</i> , malicious contamination or taking preventive measures as described in the Terrorism Cover Clauses Sheet. <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 .
Tax	is all types of taxes, import duties, excise duties, fees, charges and other levies.
Trailer	is a caravan or other <i>trailer</i> connected to your <i>car</i> , or that has become detached from your <i>car</i> and has not yet come to a safe stop out of traffic.
Vandalism	is the application of graffiti and also the intentional and unauthorized destruction of or <i>damage</i> to your <i>car</i> .
Whiplash	is a cervical or lumbar acceleration or deceleration injury of the spine with possible neuro-psychological or vestibular abnormalities.
We	means the public limited company under Dutch law ABN AMRO Schadeverzekering N.V.
WAM	is the Civil Liability Insurance (Motor Vehicles) Act (Wet aansprakelijkheidsverzekering motorrijtuigen).
You	is: <ul style="list-style-type: none"> • the <i>policyholder</i>; • the owner of your <i>car</i>; • a <i>passenger</i> of your <i>car</i>; • the driver of your <i>car</i> who is allowed to drive in it by the <i>policyholder</i>; • a next of kin of a deceased <i>passenger</i>. But only in the event of <i>legal assistance</i>.