

# Conditions legal expenses insurance

## ABN AMRO Schadeverzekering N.V.

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

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

Do you have any questions? Call telephone number 0900 – 0024 (*usual call charges*).

### Important to know in advance

The *legal assistance* for this insurance is provided by ARAG. We do not do this ourselves. For this purpose, ARAG abides by these conditions.

## What do these conditions say?

- >> Page 1: What do the words in italics mean?
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### What do the words in italics mean?

In these conditions, the words in italics have a special meaning which is explained in the list of definitions.



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

Does an *insured* need *legal assistance* or *mediation* in the *event* of a *conflict* or imminent *conflict*? Call ARAG via telephone number 033 - 434 24 70. Does an *insured* need advice? This is always possible by calling or sending an e-mail. Even if this is not covered by your insurance. Please note: *you* can only apply for *legal assistance* with permission of the *policyholder*.



### What changes must *you* always report?

*You* must report the following changes to us:

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

Please note: *you* are required to report these changes within 14 days of their occurrence. If *you* fail to report a change on time, *you* could receive no or a lower payment in the *event* of *damage*.



## What does your legal expenses insurance cover?

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

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

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

Please note: The cover applies, unless there is a situation that your insurance never covers. Therefore, do not just read what your insurance covers, but also read what your insurance never covers.

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

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

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

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

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

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

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

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

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

Does the policy say that *you* have cover for the part Traffic? Then *legal assistance* is covered worldwide in the *event* of a *conflict* of an *insured* as *road user* or owner of a *means of transport*. This cover applies for the following conflicts:

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

>> Words that appear in italics are explained in the list of definitions on page 9.

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

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

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

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

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

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

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

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

- ▶ within the Netherlands with an *authorized assets manager* regarding *asset management* or a contract to this end;
- ▶ within the Netherlands for an appeal after an objection of an *insured* to a *tax* assessment or *WOZ* assessment;
- ▶ within the European Union, Norway or Switzerland regarding the purchase, rent, (re)furbishing, expropriation or *statutory rights and duties between neighbours* of a home abroad for personal use.



## What does your legal expenses insurance NEVER cover?

### Your insurance NEVER covers *legal assistance* in the *event of a conflict or mediation*:

- ▶ for which *another party* was engaged for *legal assistance* without the permission of ARAG;
- ▶ due to an *event* that was foreseeable before the start of your insurance. Please note: Does an *insured* show at the request of ARAG that the *event* was unforeseeable? Then this does not apply;
- ▶ arisen as a result of or caused by an *event* before the start or after termination of your insurance. In case of a series of events, the first *event* must fall within the duration of the insurance;
- ▶ reported later than 6 months after termination of your insurance;
- ▶ which an *insured* reported so late that the *legal assistance* became much more expensive or difficult for ARAG. However, only if ARAG proves this;
- ▶ of *insured* among themselves. Please note: This does not apply for *legal assistance* to the *policyholder*;
- ▶ of an *insured* as lessor;
- ▶ in which an *insured* is involved because he is held liable as remunerated director;
- ▶ if national or international laws or rules prohibit this;
- ▶ whereby the interest of an *insured* does not exceed €150 for the part Consumer and Living. Please note: This does not apply in case of harm or impairment of health;
- ▶ in which an *insured* can obtain *legal assistance* from his *liability* insurer;
- ▶ to which an *insured* was no party when it arose;
- ▶ in which an *insured* stood surety or vouched for *another party* when it arose;
- ▶ in which the need for *legal assistance* is the intended or predictable consequence of the behaviour of an *insured*;
- ▶ in which an *insured* is criminally prosecuted. Please note: This does not apply in the *event of a conflict* in which this *insured* is prosecuted for criminally negligent homicide or negligent bodily harm;
- ▶ in connection with a general law or rule of the government;
- ▶ in connection with a debt an *insured* is unable to pay;
- ▶ in connection with a moratorium or the bankruptcy of an *insured*;
- ▶ in connection with copyright law, patent law or another industrial or intellectual property;
- ▶ in connection with a *building* other than the one in which an *insured* is living, has lived or has bought in order to live in;
- ▶ in connection with the obtaining of a *judicial remedy* without an opposing party;
- ▶ in connection with the purchase of a used motor vehicle without a BOVAG guarantee or *dealer guarantee*;
- ▶ in connection with an inheritance of someone who passed away before the start of your insurance;
- ▶ in connection with a loan from an *insured* to *another party* or in connection with a game of chance;
- ▶ in connection with *tax, investing, asset management* or a contract in this respect. Please note: Does the policy say that *you* have cover for the part Fiscal and Assets? Then this exclusion does not apply to the cover stated in this part;
- ▶ in connection with a divorce, legal separation or termination of a cohabitation. And the consequences thereof. Please note: Does the policy say that *you* have cover for the part *Mediation* in the *event of a divorce*? Then this exclusion does not apply to the cover stated in this part;
- ▶ regarding an inheritance of an *insured*, a *conflict* which comes under the *law of persons and family law* or a *conflict* in connection with errors in the medical treatment or medical care. Please note: Does the policy say that *you* have cover for the part Medical and Family? Then this exclusion does not apply to the cover stated in this part;
- ▶ of an *insured* as *road user* or owner of a *means of transport*. Please note: Does the policy say that *you* have cover for the part Traffic? Then this exclusion does not apply to the cover stated in this part;
- ▶ arisen due to a speed race or contest of skill in which an *insured* takes part;
- ▶ arisen because an *insured* drives a *means of transport* and this is not allowed according to the law;
- ▶ arisen while an *insured* uses the *means of transport* for business purposes;
- ▶ arisen due to an earthquake, volcanic eruption, flooding, *acts of war* or *nuclear reaction*;
- ▶ due to *terrorism*. Instead, the Claim Settlement Protocol of the Dutch *terrorism* risk reinsurance company “Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.” (NHT) applies. Cover for losses from *terrorism* is limited and the claim settlement differs. The cover and claim settlement are described in the clauses sheet on *terrorism* cover by the NHT. This information can be found at [www.terrorismeverzekerd.nl](http://www.terrorismeverzekerd.nl). Alternatively, we can send *you* a copy of this information on request;
- ▶ on the provision of *legal assistance*, the cover or premium contribution of this insurance. Please note: Does an *insured* take this to court and is the *insured* proven right? Then ARAG will afterwards reimburse his costs;
- ▶ on a residence permit. Please note: This does not apply in the *event* that an *insured* has a *conflict* on the withdrawal of a final residence permit.
- ▶ which is submitted to an international or supranational court or tribunal;
- ▶ between an *insured* and an external *legal assistance* provider on a *conflict* that is not covered.

>> Words that appear in italics are explained in the list of definitions on page 9.

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

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

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

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

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

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

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

### What if the damage is related to terrorism?

Sometimes, we cannot assume responsibility for compensating *damage* caused by *terrorism*. In such case, we will only compensate *you* for *damage* to the extent that it is insured by the Nederlandse Herververzekeringsmaatschappij voor Terrorismeschade (NHT) (Dutch Terrorism Claims Reinsurance Company). A maximum of one billion euros is available each calendar year for all *damage* caused by *terrorism* in the Netherlands. This maximum amount applies to all insurers in the Netherlands that are members of the NHT and applies only to events giving rise to *damage* that is covered under the insurance of these insurers. If the *damage* caused by *terrorism* exceeds one billion euros in any year, the NHT will determine the payment percentage. This means that the NHT will decide what percentage it will pay out to the insurers that are members of the NHT. In that event, we will compensate *you* for that percentage of your *damage*, less the excess (if applicable). If the total *damage* is less than one billion euros, or if for any other reason the NHT does not pay out to us, we will pay out as described in these policy conditions. For more information, *you* can read the Clauses Sheet Terrorism Cover that is part of these policy conditions. This Clauses Sheet is enclosed as an appendix. *You* can also visit the NHT's website [www.terrorismeverzekerd.nl](http://www.terrorismeverzekerd.nl), for the NHT's contact details, news and background information. Here *you* can also find the Claims Settlement Protocol, in which *you* can read how the NHT handles *damage*.

If *you* report the *damage* two or more years after the NHT has decided whether it is the result of *terrorism*, any right to compensation of *damage* will lapse.

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

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

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

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

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

- ▶ all costs of the legal specialists of **ARAG** itself;
- ▶ normal and reasonable costs of a lawyer or other legal specialist. Please note: this does not include additional compensation in the *event* of success.

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

- ▶ necessary travel and accommodation expenses because an *insured* has to appear before a foreign court;
- ▶ the legal costs of the other party which an *insured* is ordered to pay by the court;
- ▶ **ARAG** does not reimburse any extrajudicial costs of the other party;
- ▶ **ARAG** does not reimburse any expenses that *you* could recover from a different party, such as the government or another insurer;
- ▶ *court fee* and costs of witnesses or experts summoned on behalf of an *insured*;
- ▶ costs to ensure enforcement of a court decision. This applies up to a maximum of five years after a final judgment;
- ▶ costs of a *deposit* up to a maximum of € 52,500. **ARAG** will conclude separate agreements with *you* for this.

Please note: If the policy states a maximum *insured* sum for *legal assistance* or *Mediation* in the *event* of divorce, then **ARAG** will reimburse no more than the maximum *insured* sum. There may be multiple, connected events from which multiple conflicts may arise. These connected events and connected conflicts are considered one *event* which is subject to one joint limit. If the costs of an *insured*'s *legal assistance* exceed the *damage* or financial disadvantage suffered by the *insured*, then **ARAG** is allowed to compensate that *damage* and the *insured* will no longer receive *legal assistance* for that *damage*.

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

Does an *insured* suffer *damage*, harm or financial disadvantage due to an unlawful act of *another party*? Then **we** reimburse this up to a maximum of € 2,000 in the *event* of a covered *conflict*. However, only if this cannot be recovered from this other party for reasons of inability. And the *insured* cannot get it reimbursed in another way.

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

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

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



## What other agreements are there?

### When does your insurance start?

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

### When does your insurance change?

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

### In which situations may we change your insurance?

We may always change the conditions or premium of your insurance on the revision date. We can also change your insurance at other moments:

- ▶ Has the *policyholder* reported a change in the risk? Or are the details on the policy incorrect? Then we may change the premium or conditions.
- ▶ Do we want to change the insurance for a specific group of insurances or policyholders at the same time? Then we may always change the premium, conditions or discounts on a date that we choose.

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

### When may you terminate your insurance?

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

### When may we terminate your insurance?

We may terminate or decide not to renew your insurance on the revision date. The revision date is on the policy. We must give notice of the termination of the insurance 60 days before the revision date.

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

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

We may also terminate your insurance in the following situations:

- ▶ within 30 days after *legal assistance* or *mediation* in the event of a divorce is reported, rejected or handled;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ in the event of changes which you must report;
- ▶ if an *insured* behaves in a threatening or insulting manner in respect of the other party, ARAG or us;
- ▶ if the ABN AMRO bank account that is linked to this insurance is closed;
- ▶ if you do not pay the premium despite a warning;
- ▶ if you submit an above-average number of claims.

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

The *policyholder* pays the premium each month or year.

The premium, costs and insurance *tax* are automatically debited from your account. If this fails or we do not receive any premium? Then we will send you a warning. And if you still do not pay afterwards? Then cover automatically lapses 15 days after we have sent you a warning, and the insurance ends.

### Transfer or time-barring

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

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

## Complaints

If *you* are not satisfied with this insurance or our service, *you* can file a complaint with us. For more information on how to report a complaint to us, please go to [abnamro.nl/klacht](https://abnamro.nl/klacht). If *you* are not satisfied with the outcome, *you* can submit this to the independent Klachteninstituut Financiële Dienstverlening (KiFiD) [Financial Services Complaints Tribunal], P.O. Box 93257, 2509 AG The Hague or via [kifid.nl](https://kifid.nl). *You* can also submit the complaint to a court in the Netherlands.

## Protection of privacy and electronic recording

*We* are bound by the Code of Conduct for the Processing of Personal Data by the Insurance Industry (Gedragscode Verwerking Persoonsgegevens Verzekeraars). *You* can find this code of conduct on [verzekeraars.nl](https://verzekeraars.nl) if *you* search for 'persoonsgegevens' (personal data).

If *we* communicate with each other electronically, for example, via Internet, e-mail or telephone, then *we* may record this communication electronically. As evidence or to improve our service.

## How do *we* protect *you* and ourselves against intentionally incorrect information, deception or misleading information?

*We* assume that *we* will be informed correctly and completely. If there is a suspicion of intentionally incorrect information, deception or misleading information, *we* can carry out an investigation. *We* do this in accordance with guidelines of the *Verbond van Verzekeraars*, the Dutch Association of Insurers. Because *we* work with *Nationale Nederlanden*, *we* also follow their guidelines. More information on this can be found at [abnamro.nl/klantgericht-verzekeren](https://abnamro.nl/klantgericht-verzekeren).

After carrying out an investigation, *we* will take a decision. For example, to immediately terminate the insurance or not to make a payout. *We* may also terminate other insurances with us. In addition, *we* may decide to demand repayment of payouts and seek recovery of the investigation costs. *We* may also report the matter to the police. All these measures are to ensure that *you* do not pay unnecessary premiums because others misuse their insurance.

## External processing of personal data at Stichting CIS

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

## Sanctions regulations

Sometimes, national and international (sanctions) rules may forbid us to conclude an insurance agreement with *you*. The insurance does not come into being if *you* or another interested party is on a national or international sanctions list. As *we* check this retrospectively, a 'condition subsequent' applies. The condition subsequent is: "The agreement will only be concluded if it does not appear from testing that it is prohibited, on the basis of sanctions rules, to provide financial services for or on behalf of: *policyholder*, *insured parties*, *co-insured parties* and other (legal) persons who could benefit from the existence of the agreement; representatives and authorised representatives of the policyholder's company; ultimately beneficial owners of the policyholder's company".

## Dutch law

This insurance is governed by Dutch law. Does a dispute result in a dispute before a court? Then, the dispute is submitted to a court in the Netherlands.



# List of definitions



Definition	Explanation
Acts of war	<p>Acts of war 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>
Another party	is a party other than an <i>insured</i> .
ARAG	is ARAG SE with its registered office in Düsseldorf (Germany) and with its registered office in the Netherlands at Kastanjelaan 2, 3833 AN Leusden.
Asset management	<p>is the purchasing, managing or selling of:</p> <ul style="list-style-type: none"> <li>▶ shares and products derived therefrom;</li> <li>▶ options, bonds or savings deposits;</li> <li>▶ depositary receipts or covered bonds.</li> </ul>
Authorized assets manager	is an assets manager with a valid licence for <i>asset management</i> in the Netherlands by De Nederlandsche Bank or the Netherlands Authority for the Financial Markets at the time that the <i>event</i> caused the <i>conflict</i> .
Building	is a structure that is built and is not movable, like a house, basement (storeroom), shed or garage.
Conflict	is a legal dispute between an <i>insured</i> and <i>another party</i> . Or a legal dispute between an <i>insured</i> and <i>another party</i> that threatens to arise.
Court fee	is the costs of the initiation of proceedings before the court.
Criminal proceedings	are proceedings regarding something that is prohibited by criminal law.
Damage	is material <i>damage</i> to or loss of a <i>thing</i> .
Dealer guarantee	is a guarantee from a dealer recognised by a car manufacturer.
Disciplinary proceedings	are proceedings that are governed by the part of law that governs specific professional groups such as lawyers or doctors.
Domestic staff	is a person who is employed by <i>you</i> and carries out domestic work for <i>you</i> , maintains your garden or takes care of <i>you</i> personally.
Employee	is a person who earns or earned an income, employed or as a public servant.
Environmental permit	is a permit Environmental Management Act. This law deals with the protection of the environment and the prevention of environmental nuisance.
Event	is an incident. <i>We</i> deem several incidents which have the same cause as one <i>event</i> .
Insured	<p>is:</p> <ul style="list-style-type: none"> <li>▶ a person named on the policy as <i>insured</i>;</li> <li>▶ parents, brothers, sisters or cousins of an <i>insured</i> that live in with an <i>insured</i>;</li> <li>▶ <i>domestic staff</i> or an au pair of an <i>insured</i>;</li> <li>▶ a surviving dependent of an <i>insured</i>. However, only for <i>legal assistance</i> in the <i>event</i> of compensation of <i>damage</i> in connection with the death of an <i>insured</i>;</li> <li>▶ a travel companion of an <i>insured</i> in the <i>event</i> of a <i>conflict</i> about a trip that was booked by an <i>insured</i> or about the travel insurance of that <i>insured</i>;</li> <li>▶ a passenger or authorised driver of a <i>means of transport</i> of an <i>insured</i>. However, only for the part Traffic.</li> </ul>
Investing	is <i>investing</i> of money in shares, bonds or other valuable documents.

Judicial remedy	is a provisional decision of a judge without an opposing party. For example, adoption, name change or appointment of a guardian.
Law of persons and family law	is the part of the law that governs how matters concerning an <i>insured</i> as a person or his family have been provided for.
Legal assistance	is legal advice.
Liability	is the legal obligation to compensate the <i>damage of another party</i> .
Means of transport	is a vehicle, vessel or aircraft.
Mediation	is the solving of a <i>conflict</i> with the help of a mediator. This mediator guides the negotiations between the parties involved without judicial intervention.
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are part.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fusion or radioactivity.
Person entitled to benefit	is a person entitled to social security benefit.
Policyholder	is the person who took out the insurance and who must ensure that the premium is paid.
Private person	is a <i>private person</i> . In our definition, <i>private person</i> does not include an <i>insured</i> : <ul style="list-style-type: none"> <li>▶ as <i>employee, person entitled to benefit</i> or unremunerated director;</li> <li>▶ acting in a professional commercial capacity or in the earning of an income outside of paid employment.</li> </ul>
Road user	is a person who takes part in traffic, with or without <i>means of transport</i> , on public roads, tracks, water or in the air.
Security Deposit	is the amount that must be provided to a foreign government as a deposit.
Statutory rights and duties between neighbours	is the part of the law regarding the rights and duties between neighbours.
Tax	is a compulsory contribution to the costs of the government. Such as income <i>tax</i> , payroll <i>tax</i> , import duties, excise duties or dues.
Terrorism	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 appendix.
Thing	is a tangible object as described in the Dutch Civil Code.
Usual call charges	are your <i>usual call charges</i> without surcharge. These charges are determined by your telephone provider.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See also <a href="http://verzekeraars.nl">verzekeraars.nl</a> .
We	is ABN AMRO Schadeverzekering N.V.
You	is the <i>policyholder</i> .



# 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 Terrorismeschaden 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 authorised in the Netherlands:

Life, funeral in kind and non-life insurers who are authorised 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 realised under the insurance in question. With regard to life insurances the amount of the realised 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 compan(y)(ies) belonging to the group has/have taken out the polic(y)(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 authorised 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 Terrorisemeschaden N.V.]  
(NHT)

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