

# Car insurance terms and conditions

## ABN AMRO Schadeverzekering N.V.

These terms and conditions describe your *car* insurance. 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 and Third-Party *Liability* + Comprehensive Cover.

If you have any questions, please telephone us on 0900 – 0024 (*usual call charges apply*).

### Important to know in advance

According to the Civil *Liability* Insurance Motor Vehicles Act (in Dutch *WAM*), your *car* must have third-party insurance cover. Even when you are not driving. This insurance meets the requirements of the *WAM*.

### What do these conditions say?

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### What do the words in italics mean?

Some words in these terms and 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 terms and conditions.



### How do you report *damage*?

If you have incurred *damage*, please report this as quickly as possible. This is possible in three ways:

- ▶ You can telephone us on 038 - 496 71 23. When calling from outside of the Netherlands, please call 0031 26 - 400 23 45;
- ▶ You can report the *damage* using a European claim form. You can request the claim form via abnamro.nl. You will find it quickly if you search using the words 'report *damage*' (schade melden).
- ▶ You can report the *damage* online via abnamro.nl. You will find it quickly using the words 'report *damage*' (schade melden).



### What changes must you always report?

You must report the following changes to us:

- ▶ when you move house;
- ▶ when you sell your *car* or have it registered in some else's name;
- ▶ when you also use your *car* as a taxi or driving school *car*;
- ▶ when the number of kilometres you drive annually changes;
- ▶ when an *accessory* is added to your *car*;
- ▶ 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.

Note: you must report these changes within 14 days after they occur. We will inform you whether we will change or end



## What will your *car* insurance cover?

Your *car* insurance will cover *damage* to or caused by your *car*. The cause of the *damage* must be sudden and unforeseen. The cover depends on the choice that *you* have made and is stated in your policy. The table below shows what is insured for each type of cover.

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 what your insurance never covers.

Your <i>car</i> insurance covers:	Third-Party Liability	Third-Party Liability + Limited Cover	Third-Party Liability + Comprehensive Cover
<i>your liability for damage caused by your car or by load falling off your car</i>	✓	✓	✓
<i>your liability for damage caused by a trailer connected to your car or by load falling off that connected trailer</i>	✓	✓	✓
<i>your liability for damage caused by a motor vehicle that is towed by your car or by load falling off that towed motor vehicle</i>	✓	✓	✓
<i>damage caused by your car to another motor vehicle of yours</i>	✓	✓	✓
<i>damage to the upholstery of your car caused by transportation of an injured person</i>	✓	✓	✓
<i>help assistance in the event of damage if:</i>	✓	✓	✓
▶ <i>your car or the trailer connected to your car can no longer be operated;</i>			
▶ <i>none of the occupants is able or allowed to drive your car.</i>			
<i>car window damage</i>		✓	✓
<i>damage to your car caused by fire, lightning, explosion or short-circuit</i>		✓	✓
<i>damage to your car caused by theft, attempted theft, embezzlement or fraud</i>		✓	✓
<i>damage to your car caused by joyriding or disturbances</i>		✓	✓
<i>damage to your car caused by hail, your car being blown over in wind or a thing falling onto your car due to a storm</i>		✓	✓
<i>damage to your car caused by an earthquake, volcanic eruption or flood</i>		✓	✓
<i>damage to your car caused by an avalanche or rockfall</i>		✓	✓
<i>damage to your car caused by a falling aircraft or space object</i>		✓	✓
<i>damage to your car caused by a collision with an animal including consequential damage</i>		✓	✓
<i>damage to your car caused by transportation of your car</i>		✓	✓
<i>damage to your car caused by all other events, including:</i>			✓
▶ <i>colliding</i>			
▶ <i>skidding</i>			
▶ <i>vandalism</i>			
▶ <i>your car running off the road or ending up in the water</i>			

### Limited cover in the event of *damage* due to terrorism

In the event of *damage* due to terrorism, the Claims Settlement Protocol of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT) (Dutch reinsurance company for *damage* caused by terrorism) applies. The cover and compensation for this *damage* are limited. The cover and compensation are described on the Clauses Sheet on Terrorism Cover of the NHT, which *you* can find at [www.terrorisemeverzekerder.nl](http://www.terrorisemeverzekerder.nl). We can also send *you* a copy on request.

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



## What will your *car* insurance never cover?

### Your *car* insurance will NEVER cover:

- ▶ *liability* of a person who stole your *car* or took your *car* by force;
- ▶ *liability* of a person who is in your *car* without your permission;
- ▶ *liability* for *damage* to a *thing* that is being transported in your *car*. Note: this does not apply to a passenger's private property;
- ▶ *damage* or *liability* for *damage* caused or arising 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* that arose in a country that is not listed on the *green proof of insurance card* or is crossed out on this card;
- ▶ *damage* to the driver of your *car*;
- ▶ *damage* 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 registration of the *car* was not in the name of the *policyholder* or their *household member*;
- ▶ *damage* caused by *acts of war* or a *nuclear reaction*;
- ▶ *damage* caused by intent, recklessness, serious fault, serious negligence or an illegal activity in which *you* have engaged; Note: this does not apply if the *policyholder* demonstrates that they were unaware of this or did not want this;
- ▶ *damage* if the *car* is used for business purposes, for example for driving lessons or as a taxi, if the *car* is rented out, in the *event* of leasing, or if the *car* is used for paid commercial transport of a person or a *thing*;
- ▶ *damage* or *liability* for *damage* that arose during participation in a *race*, *off-road driving* or by driving on a circuit.  
Note: this does not apply if the *policyholder* demonstrates that they were unaware of this or did not want this;
- ▶ *damage* that arose because the *car* was not locked or the keys were inside the *car*;
- ▶ *damage* to an *accessory* that is attached to the outside of your *car*. Note: this does not apply if this *accessory* is attached and locked with a proper lock;
- ▶ *damage* to a trailer that arose while *you* were using it;
- ▶ 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*;
- ▶ *damage* or *liability* that is covered or compensated based on a law, provision or other insurance, or that would be covered or compensated on that basis if this insurance did not exist

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

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

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. If *you* do not cooperate in the assessment of the *damage* or fail to observe another obligation under the terms and conditions, then *we* may refuse to pay *you* for the *damage*. *We* sometimes engage an *expert* to assist us in determining the cause and extent of the *damage*. *You* may also engage an *expert* yourself. *We* reimburse *you* for this up to the maximum amount that our *expert* charges. If your *expert* charges more, then *we* assess whether this is reasonable. *We* do not reimburse unreasonable costs.

What happens if both *you* and *we* each engage an *expert*? These experts will then first together appoint an independent *expert*. Your *expert* and our *expert* will subsequently each determine the extent of the *damage*. They will try to agree between themselves. If they cannot agree, the independent *expert* will decide the matter. *We* may also pay out the *damage* in kind.

Note: if your policy or these terms and conditions state a maximum insured sum, then *we* will pay out that amount as a maximum. If your policy states an excess, *we* will deduct this from the compensation. *We* may also pay out the *damage* in kind.

2

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

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

### 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 Herverzekeringsmaatschappij 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.

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### How do *we* determine the compensation for covered *damage*?

How *we* determine the compensation depends on the cover. Below *we* first explain how *we* determine the compensation for third-party cover. Then *we* explain how *we* determine the compensation for limited or comprehensive cover.

Note: if your policy or these terms and conditions state a maximum insured sum, then *we* will pay out that amount as a maximum. If your policy states an excess, *we* will deduct this from the compensation.

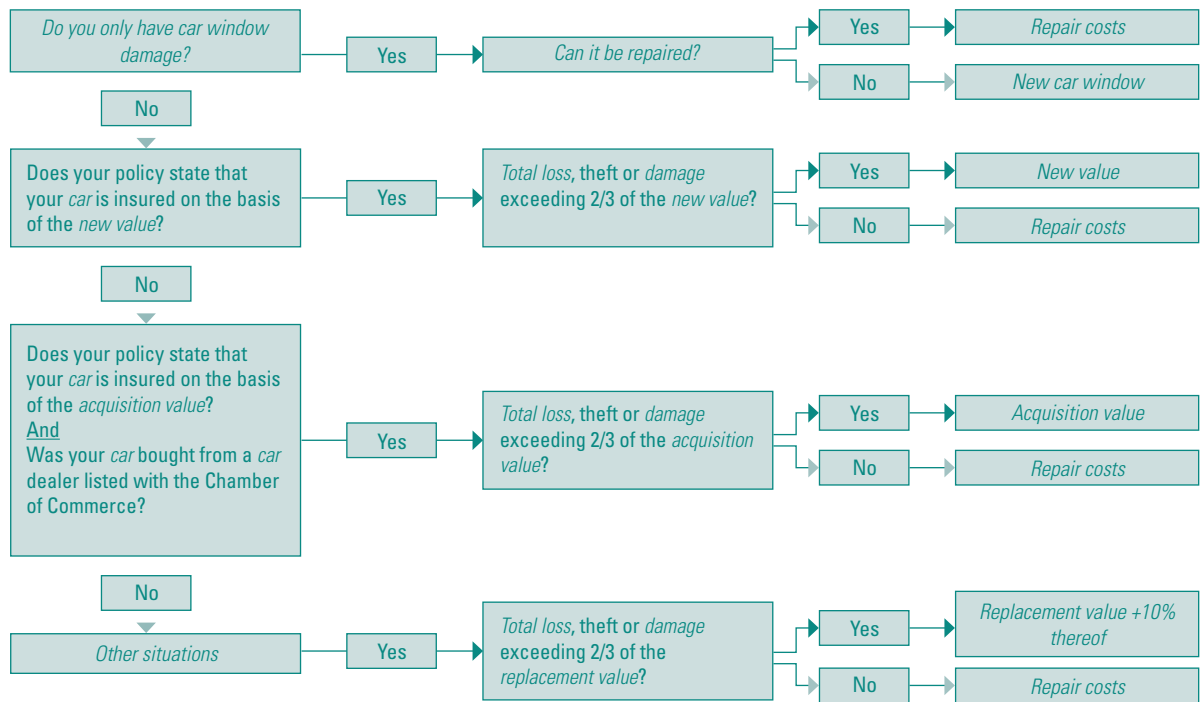
#### Third-party cover

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

#### 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 lost or stolen, *we* will not pay out if the *car* is recovered within 20 days. If the *car* is recovered after 20 days, *we* will not pay out until 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 *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

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

In excess of the insured amount, we reimburse you for the reasonable costs of experts. We also reimburse other costs, but only if you consulted with us before incurring these costs and we agreed with these costs. These costs are:

- ▶ the necessary costs for legal assistance if someone holds you liable;
- ▶ costs you incur in the event of theft of your car up to a maximum of EUR 500;
- ▶ your share in the costs in general average;
- ▶ a security deposit up to a maximum of EUR 100,000. You must authorise and help us to recover this amount;
- ▶ the costs of an equivalent – to the extent possible – replacement car, excluding fuel, if the services of ABN AMRO Claims Service are used. Note: this does not apply in the event of car window damage without other damage to your car;
- ▶ the costs of an equivalent – to the extent possible – replacement car, excluding fuel, if the services of ABN AMRO Claims Service are used, for a maximum of 30 days in the event of theft or total loss;
- ▶ the costs of help assistance. Note: transport of your car or connected trailer from abroad is only reimbursed if repairs take longer than 4 working days;

**No-claims discount**

The no-claims discount entails that the amount of your premium depends on your claims experience. Your no-claims discount 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 discount takes effect. We use your claim-free years to determine at which step you start. 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

Example: if you are at step 5 with 45% discount and you have not incurred damage for an entire year, you will go to step 6 and receive 50% discount.

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

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

Current no-claims step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
<i>No-claims step following damage</i>	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*.

Note: *you* will not go down a step if:

- ▶ 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;
- ▶ *we* have paid compensation for a collision with a cyclist or pedestrian, but only if *you* demonstrate that this was not your fault;
- ▶ *you* repay compensation to us within 24 months after the payout;
- ▶ in the *event of damage* caused by the transportation of an injured person free of charge.



## What other agreements are there?

### When does your insurance start?

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

### When does your insurance change?

This insurance changes on the change date. The change date is stated in the changed policy. The policy that *we* provided earlier will expire on the change date.

### In what situations may *we* change your insurance?

*We* may always change the conditions or premium of your insurance on the review date. *We* may also change your insurance at other times:

- ▶ If the *policyholder* reports a change in the risk or the information in the policy is incorrect, then *we* may change the premium or the conditions.
- ▶ If *we* wish to change the insurance of a specific group of policies or policyholders simultaneously, then *we* may change the premium, the conditions or the discounts on a date of our choosing.

If *you* do not agree with a change, then the *policyholder* may terminate the insurance. In that case, the insurance will end on the change date. If the *policyholder* does not terminate the insurance accordingly, then they accept the change.

### When may *you* terminate your insurance?

*You* may terminate your insurance at any time without stating reasons.

### When may *we* terminate your insurance?

*We* may terminate your insurance on the review date. The review date is stated in the policy. *We* must give notice of the termination of your insurance 60 days prior to the review date.

*We* may also terminate your insurance in the following situations:

- ▶ within 30 days after *damage* has been reported, rejected or paid out;
- ▶ in the *event* of the provision of incorrect information, fraud or deception by *you*;
- ▶ in the *event* of changes which *you* must report;
- ▶ when the ABN AMRO bank account linked to this insurance is closed;
- ▶ when *you* fail to pay the premium despite a warning;
- ▶ if an insured behaves in a way that is threatening or insulting to one of the parties involved.

### When does your insurance end automatically?

Your insurance ends automatically if:

- ▶ the *policyholder* no longer lives in the Netherlands;
- ▶ your *car* is issued with a foreign vehicle registration number;
- ▶ *we* paid *you* *damage* reimbursement for the *total loss* of your *car*.

### When and how does the *policyholder* pay the premium?

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

The premium, costs and insurance premium tax are automatically debited from your account. If this is not possible or *we* do not receive the premium, then *we* will send the *policyholder* a warning. If the *policyholder* fails to pay after the warning, then the cover and the insurance will automatically end 15 days after the date on which *we* sent the *policyholder* the warning.

### Transfer or time-barring

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

Claims will be time-barred 3 years after a payout has been made for *damage* or 3 years after *damage* arose and *you* failed to report this to us.

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

## Complaints

If *you* are not satisfied with this insurance or our service, *you* can file a complaint with us. For more information on how to file a complaint with 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), PO 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 *you* have taken out 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 laws and regulations

Sometimes *we* are prohibited from concluding an insurance agreement with *you*, because of national and international sanctions rules. The insurance agreement will not be concluded if *you* or another interested party are/is on a national or international sanctions list, which will be checked by us afterwards. That is why a 'condition precedent' applies. The condition precedent is: "The agreement will only be concluded if the check does not show that, on the basis of sanctions laws or regulations, it is not allowed to provide financial services on behalf of or for the benefit of: the *policyholder*; insured persons, co-insured persons and other persons or legal entities which could benefit from the existence of the agreement; representatives and authorised agents of the *policyholder's* company; ultimate financial stakeholders in the *policyholder's* company".

## Dutch law

This insurance is governed by Dutch law. If a dispute results in proceedings before a court, the dispute will be brought before a court in the Netherlands.



# Glossary



Term	Meaning
ABN AMRO Claims Service	is a group of body shops with which <i>we</i> have made special arrangements for <i>you</i> regarding the repair of <i>car window damage</i> and <i>damage</i> to your <i>car</i> . These arrangements can be found on abnamro.nl. <i>You</i> will find it quickly if <i>you</i> search using the words 'claims service' (schade service).
Accessory	is a <i>thing</i> that has been permanently attached in or to your <i>car</i> , but only if it is common to attach such <i>thing</i> in or to a <i>car</i> . In our definition, <i>accessory</i> also includes a roof box or bicycle carrier that has been attached to your <i>car</i> with a proper lock.
Acquisition value	is the demonstrable amount for which <i>you</i> bought a <i>car</i> from a <i>car</i> dealer listed with the Chamber of Commerce in the Netherlands.
Acts of war	Acts of war is organised violence, such as: <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>
Breakdown	is a motoric, mechanic or electronic failure.
Car	is the passenger <i>car</i> whose registration number is stated in the policy, or a replacement <i>car</i> with a Dutch registration number while your <i>car</i> is being repaired. <i>Car</i> also includes an <i>accessory</i> .
Car window	is a front, side or rear window or a sunroof. <i>Damage</i> to the panoramic roof is covered. This <i>damage</i> is covered and falls under the limited or comprehensive cover. <i>Damage</i> repair does not affect the no-claims discount.
Car window damage	is the breaking or bursting of a <i>car window</i> of your <i>car</i> .
Claim-free years	are years that <i>you</i> accrue if <i>you</i> do not incur <i>damage</i> . <i>We</i> use this to determine your no-claims step and premium discount on the starting date.
Connected trailer	is a caravan or other trailer that is connected to your <i>car</i> , or that has become disconnected from your <i>car</i> and has not yet come safely to a standstill outside traffic.
Consequential damage	<i>damage</i> to your <i>car</i> that arises after the collision with an animal.
Current market value	is the amount required to replace a <i>thing</i> immediately prior to the <i>damage</i> by an equal <i>thing</i> in the same condition. Note: if the <i>current market value</i> exceeds the <i>replacement value</i> plus 10 percent, the <i>current market value</i> applies.
Damage	is material <i>damage</i> , <i>personal injury</i> or loss of a <i>thing</i> .
Earthquake	is the shaking or trembling of the earth or a landslide.
Embezzlement	is when a person is using your <i>car</i> with permission, but refuses to return it while they should.
Event	is an incident. <i>We</i> consider several incidents that have the same cause to be one <i>event</i> .
Expert	is an <i>expert</i> person who has undertaken to adhere to the Loss Adjustment Organisations Code of Conduct (Gedragcode schade-expertiseorganisaties).
Explosion	is a sudden, violent manifestation of energy due to a chemical reaction of gases, vapours or liquids.
Flooding	is the giving way, breaking through or <i>flooding</i> of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting the banks.
Fire	is <i>fire</i> that can spread by itself in a place it does not belong. In our definition, <i>fire</i> also includes scorching, melting, singeing, charring or broiling heat.
General average	is <i>damage</i> to a ship or its cargo caused by an act performed to save the ship, the persons on board or the cargo. The costs of this will be shared by all parties.

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

Green proof of insurance card	is the international motor insurance card for your <i>car</i> .
Household member	is a person with whom the <i>policyholder</i> cohabits for a longer period of time and as a family.
Help assistance	is the recovery of your <i>car</i> or <i>connected trailer</i> and its transportation to an address in the Netherlands or its destruction abroad, if applicable. In our definition, <i>help assistance</i> also includes the transportation of the driver, passengers and luggage to an address in the Netherlands.
Inherent defect	is <i>damage</i> which does not arise due to an external <i>event</i> , but due to a feature or defect of your <i>car</i> itself. In our definition, this also includes short-circuit or overheating.
Joyriding	is when a person is driving your <i>car</i> without the permission of the <i>policyholder</i> and has no intention to steal or keep your <i>car</i> .
Legal assistance	is legal advice.
Liability	is the legal obligation to compensate for <i>damage</i> .
Listed value	is the recommended retail price for a <i>car</i> of a specific make type and model for the Netherlands.
Nationale Nederlanden	is NN Group N.V., of which <i>we</i> are a part.
New value	is the <i>listed value</i> at the time of the <i>damage</i> .
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Occupant	is all persons in your <i>car</i> or all persons getting in or off your <i>car</i> . An <i>occupant</i> is also someone who exits your <i>car</i> and stays near your <i>car</i> in the <i>event</i> that your <i>car</i> breaks down en route.
Off-road driving	is the unnecessary use of your <i>car</i> on terrain that is not intended for cars.
Personal injury	is injury, illness or death of a person and its consequences.
Race	is a <i>race</i> with your <i>car</i> that involves speed, regularity or skill.
RDW	is the National Vehicle and Driving Licence Registration Authority (Rijksdienst voor het Wegverkeer).
Regular driver	is the person who usually drives your <i>car</i> .
Repair costs	are the costs of repairs required to return a <i>thing</i> to its original condition.
Replacement value	is the amount required to replace a <i>car</i> or an <i>accessory</i> immediately prior to the <i>damage</i> by an equal <i>car</i> or <i>accessory</i> in the same condition. For cars <i>we</i> use the ANWB price list. Note: the same condition also means the same quality and age. If the <i>replacement value</i> plus 10 percent thereof is lower than the <i>current market value</i> , <i>we</i> consider the <i>replacement value</i> equal to the <i>current market value</i> . If your <i>car</i> is not included on the ANWB price list, <i>we</i> take the <i>current market value</i> as a basis.
Storm	is force 7 or more according to the Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut or 'KNMI').
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.
Total loss	Your <i>car</i> is technically <i>total loss</i> if an <i>expert</i> considers that your <i>car</i> is no longer safe to drive and if repairs are impossible or irresponsible. Your <i>car</i> is economically <i>total loss</i> if the <i>repair costs</i> exceed the value of your <i>car</i> before the accident, less the residual value after the accident. The value before the accident is the value stated in the ANWB price list.
Usual call charges	are your <i>usual call charges</i> without surcharges. These charges are set by your telephone provider.
Vandalism	is the application of graffiti to your <i>car</i> as well as the intentional and unauthorised destruction or damaging of your <i>car</i> .
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> .
Policyholder	is the person who took out the insurance and who must ensure that the premium is paid. If several persons have taken out the insurance, the first person mentioned in the policy is the <i>policyholder</i> .
Security deposit	is an amount that a foreign government requires <i>you</i> to provide as security. This amount is intended as a guarantee for payment of the <i>damage</i> .
WAM	is the Dutch Civil <i>Liability</i> Insurance Motor Vehicles Act (is Wet aansprakelijkheidsverzekering motorrijtuigen).
We	is ABN AMRO Schadeverzekering N.V.
Thing	is a tangible object as described in the Dutch Civil Code.
You	is: <ul style="list-style-type: none"> <li>▶ the <i>policyholder</i>,</li> <li>▶ the owner of your <i>car</i>,</li> <li>▶ a passenger of your <i>car</i>,</li> <li>▶ the driver of your <i>car</i> who is allowed to drive the <i>car</i> by the <i>policyholder</i>,</li> <li>▶ a surviving relative of a deceased <i>occupant</i>. However, this only applies in the <i>event</i> of <i>legal assistance</i>.</li> </ul>

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



# 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)

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