

Conditions motor insurance car legal expenses

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 the car legal expenses insurance of your motor insurance. This insurance offers *legal assistance* in case of a *conflict* or imminent *conflict* with regard to your *car*.

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

Important to know in advance

ARAG provides the *legal assistance* for your motor insurance. *We* do not do this ourselves. ARAG complies with these present conditions.

What do these conditions say?

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What do the words in italics mean?

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



How do *you* apply for *legal assistance*?

Do *you* require *legal assistance* for a *conflict* with regard to your *car* or might such a *conflict* arise? Call ARAG via telephone number (033) 434 24 70. Or 0031 26 – 400 23 45 if *you* are abroad. Please note: *you* can only apply for *legal assistance* with permission of the *policyholder*.



What changes are *you* always required to report?

You must report the following changes to us:

- ▶ if *you* move house;
- ▶ if *you* sell your *car*;
- ▶ if your *car* gets a foreign license plate or is abroad longer than two months.

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 car legal expenses insurance cover?

Your insurance covers *legal assistance* in the event of a *conflict* or imminent *conflict*. The *event* that has caused a *conflict* must have been unforeseeable at the time *you* took out this insurance.

Do *you* have a *conflict*? The law of a country that is included on the *international motor insurance certificate* has to apply to this. Is a *conflict* submitted to the court? Then the court must have jurisdiction in one of these countries.

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

Your insurance covers *legal assistance* for *you* as owner, driver or passenger of your *car* or attached *trailer* in case of the following conflicts:

- ▶ *you* want to receive compensation from *another party* who is legally liable for your *damage*;
- ▶ *you* have a *conflict* with a BOVAG or FOCWA or approved garage business;
- ▶ the government attaches your *car*;
- ▶ your driving license is collected by the government. Please note: This is not covered in *criminal proceedings*;
- ▶ *criminal proceedings* wherein *you* are prosecuted for criminally negligent homicide or injury. Please note: For other *criminal proceedings* against *you*, ARAG will compensate the costs *you* incurred for *legal assistance*. But only if *you* are acquitted, if prosecution is discontinued or if *you* are informed that *you* are not further prosecuted. *You* immediately have to report this to ARAG within a month after the irrevocable decision.



What does your car legal expenses insurance never cover?

Your car legal expenses insurance NEVER covers *legal assistance* in case of a *conflict*:

- ▶ for which *you* engaged *another party* for *legal assistance* without ARAG's permission.
- ▶ due to an event that was foreseeable before the start of your insurance. Please note: Do *you* demonstrate upon ARAG's request that the event was unforeseen? Then this exclusion does not apply;
- ▶ arisen due to or caused by an event before the commencement of your insurance or after termination of your insurance. In case of a series of events the first event also has to fall within the term of the insurance;
- ▶ reported later than 6 months after termination of your insurance;
- ▶ that *you* report it so late that the *legal assistance* became much more expensive or difficult for ARAG. But only if ARAG demonstrates the following:
 - ▶ arisen in a country that is not stated or crossed out on the *international motor insurance certificate*;
 - ▶ if the *policyholder* or a *household member* is not the owner of your *car* according to the RDW;
 - ▶ if national or international laws or rules prohibit this;
 - ▶ which *you* were not involved in when it arose;
 - ▶ in which you can obtain *legal assistance* from your liability insurer;
 - ▶ in connection with a debt *you* cannot pay;
 - ▶ in connection with moratorium or if *you* are in a state of bankruptcy;
 - ▶ in connection with a general act of rule of the government or about *tax*;
 - ▶ arisen because *you* drove your *car* and this is not allowed according to the law;
 - ▶ due to *acts of war* or a *nuclear reaction*;
 - ▶ due to *terrorism* that is not compensated by the Netherlands Reinsurance Company for Losses from Terrorism. See also nht.vereeende.nl/downloads;
- ▶ on the provision of *legal assistance*, cover or premium contribution of this insurance. Please note: Do *you* take this to court and *you* are proven right? Then ARAG will afterwards reimburse your costs;
- ▶ due to *intent*, serious negligence or an illegal activity on your part; Please note: This does not apply if the *policyholder* demonstrates that he did not know this or if he did not want this;
- ▶ arisen due to or during paid transport of a person or *thing* for business purposes using your *car*. Please note: This does not apply if the *policyholder* demonstrates that he did not know or did not want this;
- ▶ during participation in a speed race or *off-road driving*. Please note: This does not apply if the *policyholder* demonstrates that he did not know this or if he did not want this.

>> Words that appear in italics are explained in the list of definitions on page 7.

What happens if *you* apply for *legal assistance*?

1

What will *ARAG* do if *you* apply for *legal assistance*?

Do *you* require *legal assistance* for a *conflict*? Then *you* always have to report this to *ARAG* first. *ARAG* will establish what happened. *You* give *ARAG* the information it needs.

Sometimes *ARAG* will request an expert report from *you* in order to establish whether there is a *conflict*. Does the report demonstrate this? Then *ARAG* will compensate the costs of the report.

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

2

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

In order to determine whether *legal assistance* 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 be in contact within 2 working days.

Please note: Do *you* behave in a way that is threatening or insulting to the other party, *ARAG* or us? Or do *you* not cooperate in the assessment or handling of a *conflict*? Then *ARAG* may refuse or discontinue the *legal assistance* in case of a *conflict* or *mediation*.

3

How will *you* receive *legal assistance* in case of a covered *conflict*?

ARAG's lawyers will handle the *legal assistance* for *you*. In two situations *you* can choose a qualified expert or lawyer yourself after *ARAG*'s permission. *ARAG* will engage these lawyers. This is allowed in legal or administrative proceedings. This is also allowed if the counter party is entitled to *ARAG*'s *legal assistance*. Per *conflict* *ARAG* engages a qualified lawyer or expert no more than once. After that, *you* will no longer receive any *legal assistance* from *ARAG* for this *conflict*. In this context, *you* will keep *ARAG* informed of the progress. *You* will do this by authorizing the lawyer or other legal specialist to inform *ARAG* about the progress.

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

4

Which costs does *ARAG* reimburse in case of a covered *conflict*?

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

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

In addition to your costs of *legal assistance* *ARAG* also reimburses other costs. But only if *you* consult with *ARAG* before *you* incur these costs. And if *ARAG* agrees. This concerns exclusively the following costs:

- ▶ court fee and the costs of witnesses or experts who are summoned on your behalf;
- ▶ the legal costs of the other party which *you* are ordered to pay by the court;
- ▶ *damage* due to a traffic accident up to a maximum of € 650. But only if the person responsible is not financially able to pay for this;
- ▶ necessary travel and accommodation costs because *you* must appear before a foreign court;
- ▶ your share of the costs of mediation;
- ▶ costs to ensure enforcement of a court decision. This applies to a maximum of five years after the irrevocable decision;
- ▶ costs of a *security deposit* up to a maximum of € 50,000. For which *ARAG* will make separate arrangements with *you*.

Please note: Does the policy provide a maximum insured sum for *legal assistance*? Then *ARAG* reimburses no more than that sum. Do the costs of your legal assistance exceed those of your damage or financial disadvantage? Then *ARAG* may compensate this *damage* and *you* will no longer receive *legal assistance* for this.

What happens if *you* do not agree with the approach of your *conflict*?

ARAG or the lawyer discusses the approach and the desired result with *you*. In that context, the following applies:

Do *you* not agree with the legal action *ARAG* wishes to take? Then *ARAG* will engage an independent legal expert to assess this on the basis of the information then provided. *ARAG* will pay the costs thereof. In this context, the following outcomes are possible:

- ▶ *you* are found to be in the right. Then *ARAG* will further handle this in accordance with the advice of the independent expert. Does *ARAG* engage a lawyer for this? Then *you* may choose this lawyer. Please note: This may not be the independent expert or his/her colleague;
- ▶ *you* are found to be in the wrong. Then the approach remains as proposed. Do *you* not agree with this? Then *you* can continue at your own expense. Do *you* achieve the desired result? Then *ARAG* reimburses your costs up to the applicable maximum insured sum.

Do *you* not agree with the legal action the lawyer or other legal specialist wishes to take? Then *you* can continue at your own expense. Do you achieve the desired result with this? Then *ARAG* reimburses your costs up to the applicable maximum insured sum.



What other agreements are there?

When does your insurance start?

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

In which situations can 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 the conditions.
- ▶ Do we want to change the insurance for a specific group of insurances or policyholders at the same time? Then we may change the premium, conditions or discounts on a date that we choose.

Do you not agree to a change? The *policyholder* can then end the insurance. The insurance will then end on the date of change. If the *policyholder* does not terminate the insurance? Then he accept the change.

When does your insurance change?

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

When can your insurance be ended by you?

You can terminate your insurance at any time without stating reasons.

When does your insurance end automatically?

Your insurance always ends automatically when:

- ▶ you no longer reside in the Netherlands;
- ▶ your *car* is registered under a foreign registration number;
- ▶ we have paid you a *damage* reimbursement for the *total loss* of your *car*.

When can your insurance be ended by us?

Your insurance can be terminated by us 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 termination date.

We are also allowed to terminate your insurance in the following situations:

- ▶ within 30 days after *damage* has been reported, rejected or paid out;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ changes which you must report;
- ▶ when the ABN AMRO bank account, connected to this insurance, is terminated;
- ▶ when you do not pay the premium despite a warning.

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

The *policyholder* pays the premium around the 1st of every month. This date is called the premium due date.

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

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. Or 3 years after the *damage* arose 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. If *you* are not satisfied with the outcome, *you* can submit this to the independent Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Tribunal], P.O. Box 93257, 2509 AG The Hague or via kifid.nl. *You* may also submit the complaint to a court in the Netherlands.

Protection of privacy and electronic recording

We are bound by the “gedragscode Verwerking Persoonsgegevens Financiële Instellingen” [Code of Conduct for the Processing of Personal Details by Financial Institutions]. This code of conduct can be found on verzekeraars.nl if *you* search for ‘gedragscode’ (code of conduct).

Do *we* communicate with each other electronically? For example, via the Internet, email or telephone. Then *we* can record this communication electronically. As proof or to improve the service.

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

We presume 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 that in accordance with guidelines of the *Verbond van Verzekeraars*. Because *we* work together with *Nationale Nederlanden*, *we* also follow their guidelines. *You* can find more information about this on abnamro.nl/kkv.

After carrying out an investigation *we* will make 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* can decide to demand repayment of payouts and seek recovery of the investigation costs. *We* can also report the matter to the police. All these measures are to ensure that *you* do not pay unnecessary premium because others do not handle their insurance properly.

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	is organised violence as described in the Dutch Financial Services Supervision Act. <i>We</i> adhere to this description. To summarise, there are <i>acts of war</i> in the event of organised violence: <ul style="list-style-type: none"> ▶ of a country, state or militant organisation which engages in war with military weapons; ▶ of an armed peace-keeping mission of the United Nations; ▶ of a population group or a large group of citizens who are engaged in a civil war; ▶ of a group or movement which rebels or riots against the government; ▶ of group members which mutiny against a ruling authority; ▶ of activists resulting in domestic unrest at various locations.
Another party	is a party other than <i>you</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.
Car	is the <i>car</i> of which the registration number is on the policy. Or a replacement <i>car</i> with Dutch number plates while your <i>car</i> is being repaired. <i>Car</i> also includes accessories.
Conflict	is a legal dispute or an imminent legal dispute.
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> .
Event	is an incident. <i>We</i> deem several incidents which have the same cause one <i>event</i> .
Household member	is a person with whom the <i>policyholder</i> cohabits on a long-term basis and as a family.
Intent	is negligence that can be attributed to <i>you</i> .
International motor insurance certificate	is the International motor insurance certificate for your <i>car</i> .
Legal assistance	is legal advice.
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 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 to your <i>car</i> in the event 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.
Policyholder	is the person who took out the insurance and who must ensure that the premium is paid.
RDW	is the National Vehicle and Driving Licence Registration Authority.
Security deposit	is an amount <i>you</i> must provide to a foreign government as security. The amount is intended as a guarantee for compensation of the <i>damage</i> .
Tax	is all kinds of taxes, import duties, excise duties, charges, fees and other levies.
Terrorism	is violent behaviour in the form of an attack or malicious contamination. And is intended to realise political, religious or ideological goals. A document has been prepared on the reinsurance of <i>terrorism</i> . Said document sets out what is insured. The document is called 'protocol afwikkeling claims' [Claims Handling Protocol]. The document can be found on nht.vereeende.nl/downloads .
Thing	is a tangible object as described in the Dutch Civil Code.
Total loss	is the situation in which it is technically no longer possible to repair your <i>car</i> .
Trailer	is a caravan or other <i>trailer</i> that is towed 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.
Usual call charges	are your <i>usual call charges</i> without surcharge. These charges are set by your telephone provider.
Verbond van Verzekeraars	[Dutch Association of Insurers] is an association representing the interests of insurers. See also verzekeraars.nl .
We	is ABN AMRO Schadeverzekering N.V.
You	is: <ul style="list-style-type: none"> ▶ the <i>policyholder</i>, ▶ the owner of your <i>car</i>, ▶ a passenger of your <i>car</i>, ▶ the driver of your <i>car</i> who is allowed to drive the <i>car</i> by the <i>policyholder</i>, ▶ a surviving relative of a deceased <i>occupant</i>. However, only for <i>legal assistance</i> with compensation of damages due to the decease of the <i>policyholder</i> or the co-insured.