

Conditions student insurance accidents

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 accident insurance of your student insurance. This insurance pays out an amount in case of permanent disability or the death of an *insured* due to an *accident*.

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

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. The interpretation of these words can be found in the list of definitions at the end of these conditions.



How do *you* report an *accident*?

Has an *insured* been in an *accident*? Then report this as quickly as possible via telephone number +31 (0)38 496 7123.



What changes are *you* always required to report?

You must report the following changes to us:

- ▶ when *you* are insured as single person and this situation changes;
- ▶ when your household is expanded with a child living at home;
- ▶ if *you* move abroad. Then *you* will no longer be insured and the insurance will end;
- ▶ when *you* are no longer entitled to student finance.

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 accident insurance cover?

Permanent disability or death

Your insurance covers payout if an *insured* becomes permanently disabled or dies due to an *accident*.

Re-education costs

Is an *insured* permanently disabled due to an *accident* and must they change study programmes? Then your insurance also covers the necessary re-education costs.

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



What does your accident insurance never cover?

Your insurance NEVER covers a payout for an *accident*:

- ▶ that arose or was caused before the beginning or after termination of your insurance;
- ▶ by intent, recklessness, serious fault, serious negligence or an illegal activity in which *you* have engaged;
- ▶ caused by an existing disease or disorder of the *insured* or if this aggravates the consequences of the *accident*;
- ▶ if it cannot be medically established that the *insured* has physical injury;
- ▶ if the *insured* rides on a motorcycle or scooter with a cylinder capacity larger than 50cc;
- ▶ if the *insured* participates in a competition or record drive with a vehicle, bicycle or horse;
- ▶ if national or international laws or rules prohibit this;
- ▶ by making a trip with an aircraft. Please note: this does not apply if the *insured* is a passenger on an airplane;
- ▶ by a glacier or high mountain trip which is customarily made with a guide;
- ▶ by suicide or attempted suicide of the *insured*;
- ▶ due to insanity, derangement or a stroke of the *insured*;
- ▶ due to the *insured's* intentional participation in a fight;
- ▶ due to the *insured* practising a *dangerous sport*;
- ▶ due to an *earthquake*, volcanic eruption, *flooding*, *nuclear reaction* or *acts of war*;
- ▶ due to *terrorism* that is not compensated by the Dutch Terrorism Risk Reinsurance Company [Nederlands Herverzekeringsmaatschappij voor Terrorismeschade (NHT)]. See also nht.vereende.nl/downloads;
- ▶ because an *insured* is under the influence of alcohol or a *narcotic substance*; Please note: this does not apply if the *insured* uses this by prescription of a physician and the *insured* abides by this prescription.

What happens in the event of an *accident* and what do we pay out?

1

When does an *accident* have to be reported?

Does an *insured* become permanently paralysed due to an *accident*? Then *you* must report this to us as soon as possible, but no later than 6 months after the *accident*. *You* may also report this later. However, never more than 3 years after the *accident* and *you* must prove that:

- ▶ the *accident* has arisen or was caused after the start and before termination of your insurance;
- ▶ the consequences of the *accident* are not aggravated by a disease or disorder of the *insured*;
- ▶ Does an *insured* die due to a covered *accident*? Then the legal heirs must report this to us no later than 48 hours before the funeral.

If an *accident* is reported too late or *you* fail to comply with another obligation from these conditions? Then *we* can refuse payout

2

What happens if an *accident* is reported?

If *you* report an *accident* to us, then *we* will determine what happened and whether the *accident* is covered.

Does an *insured* become permanently disabled due to an *accident*? Then the *insured* must immediately be examined by a physician. Sometimes *we* ask a medical expert to assist us in gathering the required information. Or *we* will ask for a medical examination. The *insured* is then obliged to cooperate with this.

Does an *insured* die due to a covered *accident*? Then the beneficiary must provide us with all the information *we* need. And give permission for an investigation or autopsy if *we* require it.

>> Words that appear in italics are explained in the list of definitions on page 6.

How do we determine whether an *accident* is covered?

To determine whether an *accident* is covered we will use these conditions, your policy and the information we have 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, 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.

How do we determine the amount of the payout of a covered *accident* and what do we pay out?

The amount of the payout depends on the cover. Below, you can read in what situation we will payout in case of a covered *accident*.

Permanent disability

For the payout in case of permanent disability we take the insured sum on the policy as a starting point. We multiply this amount with the degree of disability of an *insured*. We establish this percentage according to the *AMA rules*. Permanent disability has to be established by the general practitioner within 2 years after the *accident*. We do not take your occupation or hobby into account when establishing this. Was the *insured* permanently partially disabled before the *accident*? Then we will deduct that part from the degree of disability.

Does the *insured* die before we have established the degree of disability? And is that death not the consequence of the covered *accident*? Then we pay out an amount that is compatible with the permanent disability before death that can reasonably be expected.

The amount of the payout for permanent disability is determined as soon as it is established that the degree of invalidity will not change anymore. The amount of the payout is established no more than 2 years after the date of the covered *accident*. Does establishing a payout take longer than 2 years? Then we increase the payout after the first year with an interest of 6 percent.

We pay out the remaining amount to you.

Death

Does an *insured* die due to a covered *accident*? Then we pay out the insured amount to the legal heirs. This amount is on the policy.

Re-education costs

Is an *insured* permanently disabled due to an *accident* and must they change study programmes? Then we pay out the necessary re-education costs to a maximum of the insured amount. This amount is on your policy.



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?

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

In what situations may we change your insurance?

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

- ▶ Do you report 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 can always change the premium, conditions or discounts on a date that we choose.

Do you not agree with a change? You may then end the insurance. The insurance will then end on the date of change. You do not do this? Then you accept the change.

When may you terminate your insurance?

You may terminate your insurance at any time. You cannot terminate your insurance with retroactive effect.

When may we terminate your insurance?

We may terminate 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.

We may also terminate your insurance in the following situations:

- ▶ within 30 days after a *damage* has been reported, rejected or paid out;
- ▶ if an insured person provides incorrect information, or commits fraud or deception;
- ▶ in the event of changes which you must report;
- ▶ if you are no longer entitled to the ABN AMRO Student Package [*ABN AMRO Studenten Pakket*];
- ▶ if the ABN AMRO bank account that is linked to this insurance is terminated;
- ▶ if you have not paid the premium despite a warning.

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. Do you fail to pay afterwards? Then 15 days after we have sent you a warning there is automatically no longer any cover. And the insurance ends.

Prescription

Claims will be time-barred 3 years after a payout has been made for an *accident*. Or 3 years after an *accident* 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 your 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 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.

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, 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
Accident	<p>is a sudden and unexpected violence as a result of which the <i>insured</i> suffer a physical injury or die. The physical injury should be medically determinable and the violence must be inflicted directly on the <i>insured</i> from the outside. In our definition, <i>accident</i> also includes:</p> <ul style="list-style-type: none"> ▶ sprains, dislocation or tearing of a muscle or tendon; ▶ suffocating, drowning, freezing or sunstroke; ▶ infection of wounds or blood poisoning arising in connection with an <i>accident</i>; Please note: Does the <i>insured</i> have a medical profession? Then infection or blood poisoning is also covered without an <i>accident</i>; ▶ a lack of subsistence due to a shipwreck, getting lost, emergency landing, flood, being snowed in or ice-bound; ▶ complications or worsening of an injury due to the emergency response or medical treatment of an <i>accident</i>; ▶ <i>lumbago</i>, sprained muscles or strains; ▶ a <i>tenosynovitis</i>, <i>whiplash</i> or epicondylitis humeri (<i>tennis elbow</i>); ▶ skin injury of a hand or foot due to friction with a hard object; ▶ sudden poisoning as a result of inhaling a harmful gas, a harmful vapour or poisonous substance. Please note: this does not include poisoning due to the use of medicine or alcoholic beverage or an allergic reaction; ▶ typhus, paratyphoid fever, dysentery or Weil's disease caused by: <ul style="list-style-type: none"> - an attempt to save a human or animal from the water or another liquid. - an involuntary fall into the water or another liquid;
Acts of war	<p>Acts of war is organised violence, such as:</p> <ul style="list-style-type: none"> ▶ 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. ▶ 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. ▶ Insurrection Organised violent resistance within a state directed against the public authorities. ▶ Civil commotion More or less organised violent acts occurring in different places within a state. ▶ Riot A more or less organised local violent movement directed against the public authorities. ▶ Mutiny A more or less organised violent movement of members of any armed force directed against the authority under which they resort.
AMA rules	are the last known rules for establishing a degree of disability of the American Medical Association and the Netherlands Association for Neurology and the Netherlands Orthopaedic Association's additions thereto.
Dangerous sport	<p>is a sport with a higher than normal chance of physical injury. A <i>dangerous sport</i> in any case includes the following sports:</p> <ul style="list-style-type: none"> ▶ combat sports; ▶ ice hockey, bobsleighbing, tobogganing, speed skiing, speed racing, ski-jöring, ski jumping, ski flying, figure jumping on freestyle skis, ski mountaineering, para-skiing, heli-skiing, off-piste skiing; ▶ parachuting, bungee jumping, hang-gliding, parasailing; ▶ abseiling, whitewater rafting, canyoning, jet skiing, potholing or speleology; ▶ competitions with a motor vehicle or motor boat.
Earthquake	is the shaking or trembling of the earth or a landslide.
Flooding	is the giving way, breaking through or flooding of a dike, quay, sluice or other water defence. <i>Flooding</i> also includes water bursting of the banks.
Insured	is the person named on the policy as <i>insured</i> .
Lumbago	is <i>lumbago</i> .
Narcotic substance	is a substance which causes a person to think or act with a decreased degree of awareness than they would have done had they not taken the substance.
Nationale Nederlanden	is NN Group N.V. of which we are part.

Nuclear reaction	is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Tennis elbow	is epicondylitis humeri.
Tenosynovitis	is tendovaginitis crepetans.
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.
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 verzekeraars.nl .
We	is ABN AMRO Schadeverzekering N.V.
Whiplash	is coup de fouet.
You	is the person named on the policy as policyholder. This person took out the insurance and must ensure that the premium is paid.



Clauses

Terrorism cover

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(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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