

# Conditions personal liability insurance

## ABN AMRO Schadeverzekering N.V.

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

These conditions describe your insurance. This insurance covers financial setbacks in the event of *damage* for which *you* are liable.

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

### What do these conditions say?

- >> Page 1: What do the words in italics mean?
- >> Page 1: How do *you* report that someone holds *you* liable?
- >> Page 1: What changes are *you* always required to report?
- >> Page 2: What does your personal *liability* insurance cover?
- >> Page 2: What does your personal *liability* insurance never cover?
- >> Page 3: What happens if someone holds *you* liable and what do *we* pay out?
- >> Pages 4-5: What other agreements are there?
- >> Pages 6-7: Definitions with explanation of words printed in italics.



### What do the words in italics mean?

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



### How do *you* report that someone holds *you* liable?

Does someone hold an *insured* liable? Report this as quickly as possible. This is possible in two ways:

- ▶ *you* can call telephone number +31 (0)38 496 7123 (*usual call charges*);
- ▶ *you* can report the *damage* by means of a claim form. *You* can find the claim form on [abnamro.nl](http://abnamro.nl) *You* will find it quickly if *you* search using the words 'schade aansprakelijkheid'.



### What changes are *you* always required to report?

*You* must report the following changes to us:

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

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



## What does your personal *liability* insurance cover?

Your insurance covers your *liability* as a private person in the event of *damage* or loss. If your policy includes other *insured* persons, then the *liability* of those persons as private persons is covered too.

Your insurance also provides cover for:

- ▶ *liability* for an overnight guest of *you*, who is not *insured* himself;
- ▶ *liability* for your *domestic staff* in relation to work carried out for an *insured*;
- ▶ *liability* for a pet/animal of an *insured*;
- ▶ *liability* for *damage* resulting from the provision of voluntary assistance (first aid) in the event of an accident or sudden onset of illness by an *insured* with a medical profession. Please note: This does not apply if this is covered or reimbursed on the basis of a law, provision or other insurance;
- ▶ *damage* due to a *favour* by an *insured* if this is his fault;
- ▶ *damage* by an *insured* who sports or plays. Please note: this does not apply to *damage* of a fellow player or fellow sportsman/woman;
- ▶ *damage* by an *insured* who stays overnight with *another person* or who is babysat by *another person*. Please note: This does not apply if the other person is also to blame.

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 personal *liability* insurance never cover?

**Your insurance NEVER covers *liability* for *damage*:**

- ▶ to a *thing* of an *insured* or *another person* living at the same address;
- ▶ to digital data or software;
- ▶ due to an immovable property, houseboat or static caravan outside Europe;
- ▶ due to an immovable property, houseboat or static caravan that has been unoccupied for over 2 years
- ▶ caused by an intentional act or omission of an *insured*, if, from a neutral spectator's perspective, the *damage* caused was a normal or expected result of the act or omission of the *insured*. Please note: If there is no cover for *damage*, then any further *damage* arising at a later time is also not covered;
- ▶ due to *acts of war* or a *nuclear reaction*;
- ▶ caused or arisen before the beginning or after termination of your insurance;
- ▶ caused or arisen in relation to a business activity;
- ▶ caused by a weapon for which an *insured* has no licence;
- ▶ caused by a weapon which an *insured* uses as a hunter;
- ▶ as lessor, employer or employee. Please note: *liability* for your *domestic staff* is covered;
- ▶ if national or international laws or rules prohibit this;
- ▶ due to or with a *motor vehicle*, *vessel* or *aircraft*. Please note: *liability* for *damage* as a passenger or due to *joyriding* of *another person* your minor child is covered. However only if this is not covered by another insurance;
- ▶ due to or with an aircraft (including a drone) weighing more than 25 kg. Please note: This does not apply to *liability* for *damage* caused by hanggliders, parasailers, parachutes or paragliders;
- ▶ due to or with a *model aircraft* (including a drone) weighing up to 25 kg, unless the *insured* demonstrably complied with all relevant laws and regulations regarding use and possession at the time the *damage* occurred;
- ▶ to a *thing* that is in the possession of an *insured*. Please note: This does not apply for *liability* for *damage*:
  - up to € 75,000 due to *fire*, *explosion* or *overflowing water* to a rented accommodation or a holiday-residence rented by an *insured*;
  - up to € 25,000 to *household contents* of *another person* that are in the legal possession of an *insured*;
  - up to € 12,500 to a *motor vehicle* or *vessel* of *another person* during *joyriding* by your minor child;
  - up to € 10,000 to medical equipment that was borrowed or rented by an *insured*.

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

## What happens if someone holds *you* liable and what do *we* pay out?

1

### What do *we* do if someone holds an *insured* liable?

Does someone hold an *insured* liable? Then *you* must report this to us as quickly as possible. *We* will then determine what has happened and whether the *damage* is covered. And the scope of the *damage*. *You* give us the information *we* need. What if an *insured* does not cooperate in the assessment of the *damage* or *you* fail to observe another obligation from the conditions? Then *we* may refuse to pay out a *damage*.

2

### How do *we* determine whether *liability* of an *insured* is covered?

In order to determine whether *liability* of an *insured* is covered *we* use these conditions, your policy and the information *we* have received.

3

### How do *we* calculate what amount will be paid out if *liability* is covered?

*We* calculate the payment on the basis of the *damage* for which an *insured* is liable. In case of *damage* to a *thing*, *we* take the *current market value* as the starting point for the payment. Does an excess apply? If so, *we* will deduct that from the payment and pay out the remaining amount. *We* may also compensate the *damage* in kind. And *we* may also settle the *damage* directly with the person who has suffered the *damage*.

4

Please note: Does your policy or do these conditions set out a maximum *insured* sum? Then *we* will pay out that sum as a maximum.

### What other costs do *we* reimburse if *liability* is covered?

In excess of the sum *insured*, *we* reimburse the statutory interest on the *damage* and the reasonable costs of an *expert*. *We* also reimburse other costs that *you* incur with our permission. These other costs are:

- ▶ necessary legal expenses;
- ▶ a *security deposit* up to a maximum of € 100,000. *You* authorize us and help us to get this amount back.



## What other agreements are there?

### When does your insurance start?

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

### When does your insurance change?

This insurance will be changed on the date of change. The date of change is 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:

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

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

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

*You* may terminate your insurance at any time without giving any reason. *You* must give notice of the termination of the insurance 30 days before the desired termination date.

### When may *we* terminate insurance?

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

*We* may also 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;
- ▶ in the event of changes which *you* must report;
- ▶ if the ABN AMRO bank account, linked to this insurance, is closed;
- ▶ if *you* have not paid the premium despite a warning.
- ▶ in the event of threatening or insulting *behaviour* by *you* or another *insured* towards us;
- ▶ if *you* submit an above-average number of claims.

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

*You* pay 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 *you* a warning. And if *you* still do not pay afterwards? Then cover automatically lapses 15 days after *we* have sent *you* a warning and the insurance ends.

### Transfer or time-barring

In the event of *damage* *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* have a complaint about this insurance or our services, then *you* can file this complaint with us using a complaints form. You can find the complaints form easily by searching for 'complaint' on our website at abnamro.nl. If *you* are not satisfied with the outcome, then *you* can submit your complaint to the independent financial services complaints tribunal "Klachteninstituut Financiële Dienstverlening" (Kifid), Postbus 93257, 2509 AG Den Haag, 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](http://verzekeraars.nl) if *you* search for ‘gedragscode’.

Do *we* communicate with each other electronically? For example, via internet, e-mail 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](http://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.

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](http://www.stichtingcis.nl), postal address: Stichting CIS, Postbus 91627, 2509 EE Den Haag

---

### **Sanctions regulations**

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

---

### **Dutch law**

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

# List of definitions



Definition	Explanation
Acts of war	is organised violence as described in the Dutch Financial Services Supervision Act. <i>We</i> adhere to this description. To summarise, there are acts <ul style="list-style-type: none"> <li>▶ of war in the event of organised violence;</li> <li>▶ of a country, state or militant organisation which engages in war with military weapons;</li> <li>▶ of an armed peace-keeping mission of the United Nations;</li> <li>▶ of a population group or a large group of citizens who are engaged in a civil war;</li> <li>▶ of a group or movement which rebels or riots against the government;</li> <li>▶ of group members which mutiny against a ruling authority;</li> <li>▶ of activists resulting in domestic unrest at various locations.</li> </ul>
Another person	is a person other than an <i>insured</i> .
Behaviour	is conduct whereby an <i>insured</i> does or fails to do one or more things.
Current Market Value	is the new value of a <i>thing</i> less depreciation for age. Depreciation is based on age. <i>You</i> can find the depreciation list at <a href="http://abnamro.nl/afschrijvingslijst">abnamro.nl/afschrijvingslijst</a>
Damage	is: <ul style="list-style-type: none"> <li>▶ material <i>damage</i> to or loss of a <i>thing</i>;</li> <li>▶ impairment of health or injury of a person, also if that person dies because of that.</li> </ul>
Domestic staff	is a person who is employed by <i>you</i> and carries out domestic work for <i>you</i> , maintains your garden or takes care of <i>you</i> personally.
Expert	is an <i>expert</i> person who adheres to the Loss Adjustment Organisations Code of Conduct.
Explosion	is a moment of a sudden, powerful force: <ul style="list-style-type: none"> <li>▶ of gases or vapours in a barrel whereby a difference in pressure arises;</li> <li>▶ due to a chemical reaction of gases, vapours or liquids.</li> </ul>
Favour	is unselfishly carrying out work for a private person.
Fire	is <i>fire</i> that can spread to a place where it does not belong. By <i>fire</i> <i>we</i> also mean scorching, melting, singeing, carbonisation and smouldering.
Household contents	are all moveable things owned by a private person and used in a private capacity. Please note: By <i>household contents</i> <i>we</i> do not mean a <i>motor vehicle</i> , money or a <i>thing</i> that <i>you</i> hire, rent or lease.
In possession	is lawfully using, borrowing, keeping or processing.
Insured	is the person named on the policy as <i>insured</i> .
Intent	is <i>behaviour</i> whereby, from a neutral spectator's perspective, an <i>insured</i> does something or fails to do something with: <ul style="list-style-type: none"> <li>▶ the <i>intent</i> to cause <i>damage</i>;</li> <li>▶ no <i>intent</i> to cause <i>damage</i>, but with a certain, probable or likely possibility of <i>damage</i> arising;</li> </ul> When is <i>intent</i> a ground for exclusion? <i>Intent</i> is a ground for exclusion if an <i>insured</i> behaves in a socially undesirable or criminal manner. This is in any event the case for instances of: <ul style="list-style-type: none"> <li>▶ arson, destruction and <i>damage</i>;</li> <li>▶ extortion, deception, fraud, threat, robbery, embezzlement, theft and burglary. This includes such instances committed with a computer or other technical tools;</li> <li>▶ assault, abuse, voluntary manslaughter and murder.</li> </ul> In addition, <i>intent</i> is a ground for exclusion in the event of: <ul style="list-style-type: none"> <li>▶ group <i>liability</i>, where <i>another person</i> in the group that the <i>insured</i> is part of does or fails to do something;</li> <li>▶ alcohol and drugs, where the <i>insured</i> has used so much alcohol, drugs or other <i>narcotic substances</i> that they could no longer exercise their own will. Or when someone in a group that <i>you</i> are part of has used so much alcohol, drugs or other narcotic substances that they could no longer exercise their own will.</li> </ul>
Joyriding	is driving a <i>motor vehicle</i> or <i>vessel</i> without permission. And without the intention to steal or keep it.
Liability	is the legal obligation to reimburse <i>damage</i> .
Model aircraft	is an aircraft, not capable of carrying a human being, and used solely for aviation displays, recreation or sport.
Motor vehicle	means all motor vehicles as described in Article 1 of the Dutch Civil Liability Insurance Motor Vehicles Act ( <i>Wet Aansprakelijkheidsverzekering Motorrijtuigen</i> or <i>WAM</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 <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.
Overflowing water	is water that due to a sudden defect or blockage: <ul style="list-style-type: none"> <li>▶ overflows because something within the rented house is blocked, frozen or broken.</li> <li>▶ overflows from the sewer, aquarium or waterbed;</li> <li>▶ overflows from water pipes or devices or installations connected to the water pipes;</li> </ul>
Security Deposit	is an amount that a foreign government orders you to provide as a deposit. The amount is intended as a guarantee for the payment of the <i>damage</i> .
Thing	is a tangible object as described in the Dutch Civil Code.
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> .
Vessel	is a <i>vessel</i> with a power exceeding 3kW or a sail larger than 20 m <sup>2</sup> .
We	is ABN AMRO Schadeverzekering N.V.
You	is the person named on the policy as policyholder. This person took out the insurance and must ensure that the premium is paid.

---