

Car Hire Legal Assistance Insurance Conditions

Only applicable to ABN AMRO (MeesPierson) Gold Card

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.

Topic in focus

How do we protect you and ourselves against deliberately incorrect information, fraud or deception?

We assume that everyone provides us with full and correct details. When we suspect incorrect details have been deliberately provided or fraud or deception has taken place, we carry out an investigation. We do this in accordance with the guidelines provided by the Dutch Association of Insurers. Because we work with Delta Lloyd, we also follow their guidelines. More information on this matter can be found at deltalloyd.nl/integriteit. At this website you can also find the Incident Protocol for the Financial Institutions Warning System (PIFI). This states the rules we adhere to, in confirmed cases recorded in the register.

After the investigation has been carried out, we take a decision. For example, we may decide to immediately terminate the insurance or not to pay out on the insurance. We may also decide to terminate any other insurance policies with us. We may also decide to demand repayment of payments that have been made and recover the costs of the investigation. We may also report incidents to the police. All of these measures mean that you do not have to pay for other people making fraudulent claims on their insurance.

Section 1

Definitions

The definitions used in these conditions have the same meanings as in the General terms and conditions ABN AMRO Gold Card and ABN AMRO MeesPierson Gold Card. Furthermore, in these conditions the following definitions have the meanings given below:

- ABN AMRO Schadeverzekering: ABN AMRO Schadeverzekering N.V., PO Box 10085, 8000 GB Zwolle, the Netherlands;
- Account statement: a statement compiled for each period of one month stating all new expenses incurred and amounts received in the month in question and the outstanding balance on the Card;
- Card: the ABN AMRO Gold Card or ABN AMRO MeesPierson Gold Card;
- Cardholder: holder of the Card;
- Car Hire Legal Assistance Insurance: the car hire legal assistance insurance included with the ABN AMRO Gold Card and ABN AMRO MeesPierson Gold Card;
- Insurer: the insurer, ABN AMRO Schadeverzekering N.V., has transferred the implementation of this insurance to ARAG Nederland, Algemene Rechtsbijstand Verzekeringsmaatschappij NV, hereinafter referred to as 'ARAG'. The insurer guarantees ARAG's fulfilment of the obligations set out in these conditions;
- International Card Services: International Card Services B.V., PO Box 23225, 1100 DS Diemen, the Netherlands;
- Occurrence: an event or a series of related events whereby a loss or damage is caused while on the road in:
 - a) the hire car;
 - b) a replacement car if the hire car is unavailable because of repairs or maintenance;

- b) a replacement car if the hire car is unavailable because of repairs or maintenance;
- The insurer ABN AMRO Schadeverzekering N.V. has transferred the execution of this insurance policy to ARAG SE with registered offices in Dusseldorf (Germany) and offices in Leusden. The insurer guarantees the fulfilment by ARAG of the obligations stated in these conditions;
 - The Insured: the Cardholder provided that he/she is a natural person resident in the Netherlands.

Section 2

Policy period

The Car Hire Legal Assistance Insurance is in force from the date of hiring the car until the date of its return.

Section 3

Territorial limits

The Car Hire Legal Assistance Insurance is valid worldwide with the exception of:

- The following countries: Angola, Botswana, Mozambique, Zambia, Zimbabwe.
- Destinations with an advice against travelling.

No cover will be provided if it is known when the journey begins that there is advice against travelling to that destination. This will be the case if the Dutch Ministry of Foreign Affairs has advised against travel in or to the relevant area.

Section 4

Cover

The Car Hire Legal Assistance Insurance offers cover if an unforeseen event occurs during the policy period, as a result of which the insured himself/herself becomes a party to a legal dispute. Payment for the car hire must also have been made with the Card, the payment must be shown on the account statement and there must have been no dispute concerning the full transaction sum for the car hire.

Section 5

General rules for the Car Hire Legal Assistance Insurance

5.1 Who is entitled to legal assistance?

In the first place, the Insured. Other insured persons are also entitled to legal assistance, provided that they are resident in the Netherlands. The authorised driver of the hire car and the passengers are other insured persons. It may happen that the Insured or an other insured person dies as a result of an accident for which there is an entitlement to legal assistance. In such a case surviving relatives are entitled to submit a claim for reimbursement of their loss or damage under the insurance, provided that they are resident in the Netherlands.

5.2 What happens if there are disputes between the Insured?

The car hire agreement may be in the names of more than one person. In the event of any dispute between those people, no claim may be made under this legal assistance policy. Another insured person may only make a claim under this insurance with the permission of the Insured.

5.3 What can the Insured claim for under this insurance?

Occurrence within the policy period.

The Insured is entitled to legal assistance:

- in the capacity of hirer, driver or passenger of the hire car if the rent was paid for with the Card;
- if an unforeseen occurrence takes place during the policy period, as a result of which the Insured himself/herself becomes a party in legal proceedings;
- such occurrence consists of the fact that the Insured is in traffic in the hire car, and:
- someone makes a traffic or other error, as a result of which the Insured suffers injury and/or loss;
- the Insured makes a traffic error (or this is alleged) and is prosecuted as a result. The Insured is accused of (charged with) being to blame for another person's death or personal injury. In such a case, ARAG will give immediate legal assistance, regardless of the outcome of the proceedings. For other criminal matters, please refer to article 5.4 of the terms and conditions of this insurance.
- the Insured's driving licence must be handed in other than as part of criminal proceedings. There is also an entitlement to legal assistance for a contractual dispute with the party hiring out a hire car. In the case of different but related occurrences, the first occurrence in the series must take place within the policy period.

Foreseeability

It is the case with all insurance policies, and therefore also with legal assistance insurance, that only contingencies are covered. Therefore the Insured cannot make a claim for legal assistance if when he/she hired the car he/she already knew or ought reasonably to have known that something would happen as a result of which he/she could become involved in legal proceedings. However, in such a case it is for ARAG to demonstrate that the Insured knew or could have foreseen this.

5.4 What is covered in criminal proceedings?

If the Insured is prosecuted for an offence, in principle he/she is not entitled to legal assistance. However, if the Insured is acquitted or the case against him/her is dismissed or it is decided not to bring a prosecution, ARAG will refund the costs of legal assistance incurred by the Insured afterwards. In such a case, the Insured must report this to ARAG within one month of the Court's judgment or the public prosecutor's announcement being made known. In certain criminal proceedings, namely where it is alleged that death or personal injury has occurred as a result of someone's fault, ARAG will nonetheless give direct legal assistance.

5.5 What costs are covered?

ARAG pays all costs relating to the handling of your case by their employees, which are called the internal costs. In addition ARAG will reimburse the following costs up to a maximum of €50,000 all-in for each incident. Outside of Europe and the non-European countries bordering the Mediterranean Sea, the applicable limit is €10,000. In the event of a judicial or administrative procedure which according to applicable legislation or regulations does not require the services of a solicitor but which on your request is entrusted to a solicitor or other duly authorised expert, ARAG will reimburse the following external costs up to a maximum of €6,000 all-in for each incident. This amount applies from the day you elect to retain a legal expert not retained by ARAG. A deductible of €250 per incident applies if you choose to retain this solicitor or other legally authorized expert. Please note: we will only deal with your dispute once the above mentioned amount has been paid. If there are a number of related incidents, then these costs apply to the combined set of incidents:

- a) the costs of a solicitor or other duly authorised expert, to the extent that these costs can be regarded as normal and

customary. For example, it is not normal to incur costs greater than the importance of the case;

- b) the costs of an external expert that ARAG retains on your behalf;
- c) your share of the cost of mediation (a form of dispute settlement by means of an independent and expert intermediary) if in consultation with ARAG an attempt is made to settle the dispute by mediation;
- d) the necessary costs of travel and accommodation if you have to appear before a court in a foreign country;
- e) costs associated with summons issued by the Clerk of the Court for witnesses and experts on your behalf;
- f) the legal expenses of the opposite party, to the extent that the court rules that you have to pay these costs. Should the opposite party be ordered to pay court costs, these will be awarded to ARAG;
- g) the costs of enforcing the legal pronouncement, up to a maximum of five years after the court's ruling.

5.6 What happens if there are several interested parties, or if there is partial cover?

It could be that the Insured wishes to take legal proceedings jointly with others. It may also be that the dispute the Insured reports is only partly insured. In such cases, ARAG will reimburse a proportion of the costs of legal assistance. This means that only the policyholder's share of the total costs or the insured part thereof, respectively, will be reimbursed in accordance with the stipulation of Article 5.5 regarding reimbursement of costs.

5.7 What costs are not insured?

You have to bear the following costs:

- costs that the opposite party has incurred for collecting claims against you (extra-judicial costs);
- costs you may recover from another party (for example the government) or that may be reimbursed in another way. This does not include possible recourse to legal aid;
- VAT amounts that you may offset against payments you made with VAT included;
- fines and monetary penalties imposed on you;
- a result-dependent supplement charged by an external expert, for example, a fee charged for winning a case or an additional charge applied retrospectively.

5.8 What will ARAG do if a foreign authority requires an amount as security?

In cases where a foreign government agency demands a sum of money as security, the Insured can request ARAG to advance the sum. ARAG will advance this sum as an interest-free loan to the Insured, to a maximum of € 50,000, on terms to be agreed individually.

Section 6

How does the Insured make a claim under the policy?

6.1 Reporting the existence of a dispute

If the Insured finds himself/herself involved in a legal dispute, he/she should contact International Card Services as soon as possible. In emergencies, the Insured can telephone ARAG directly 24 hours a day, seven days a week on (033) 43 42 350 (local rate), or from outside the Netherlands +31 33 43 42 350. When the Insured reports a dispute, it is important to state all of the facts which could be significant in assessing and dealing with the matter. It is only then that ARAG can give the Insured the best possible service. ARAG may ask the Insured for additional information or evidence. If the Insured has any original documents, it is best for him/her to keep them in his/her possession as far as possible. The Insured can send copies of the documents to ARAG. If ARAG needs the original documents in order to deal with the matter, these will be sent back to the Insured immediately after use.

6.2 Preventive action

Even if there is no specific legal dispute yet, but it appears that one could arise in the immediate future, ARAG can assist the Insured to prevent a dispute arising.

6.3 Assessing cover, intake

When the Insured reports a dispute to ARAG, we will first check whether the Insured is covered for this. ARAG will contact the Insured within two working days of assessing the cover, except in exceptional circumstances.

6.4 Dealing with the case

Legal assistance is provided by an expert staff member at ARAG. This staff member will act for the Insured in relation to the people and organisations involved and will negotiate with the other party. Where necessary, he/she will conduct legal proceedings for the Insured. ARAG may suggest resolving the dispute by way of mediation. ARAG may also suggest engaging a lawyer from the ARAG-Advocatennetwerk®. This would be a lawyer from a firm which has an agreement with ARAG. The ARAG-Advocatennetwerk® consists of law firms specially selected for their expertise and customer orientation. This allows ARAG to guarantee that the Insured's interests will be represented as effectively as possible. If the Insured agrees to this proposal, ARAG will send the documents to the lawyer. The lawyer will contact the Insured within two working days. The lawyer will then always consult with the Insured directly. If the Insured does not agree to the suggestion of having the matter dealt with by a lawyer from the ARAG-Advocatennetwerk an ARAG staff member will deal with the dispute. In the two circumstances referred to in section 60 of the Insurance Industry (Supervision) Act (*Wet toezicht verzekeringsbedrijf*), the Insured may himself/herself appoint a lawyer:

1. Where a lawyer or other expert authorised by law is requested by ARAG to defend, represent or promote the Insured's interests in judicial or administrative proceedings, the Insured is entitled to choose such lawyer or other expert authorised by law himself/herself. In practice, ARAG will only engage a lawyer for the Insured where proceedings have to be conducted for which representation by a lawyer (*procurator litis*) is compulsory.
2. If both the Insured and the other party are entitled to legal assistance from ARAG (conflict of interest). The services of a solicitor or other expert will be retained exclusively by ARAG on your behalf. You may not do this yourself (refer to Article 7.a). For cases that fall under Dutch court's authority, only solicitors and other experts will be considered who are duly authorised to take the necessary steps and that are registered in the Netherlands and have their offices there. ARAG will appoint only one external solicitor or expert per incident to provide legal assistance. After the case has been taken by a solicitor or other duly authorised expert, you will no longer be able to have an ARAG employee deal with your case.

6.5 Scenario and a reasonable chance of success

The ARAG staff member or the lawyer will consult with the Insured on how to approach the case. This plan will involve an analysis of the case and, if possible, a scenario with the steps to be taken. The plan will also indicate whether there is a reasonable chance of success in achieving the results the Insured desires. If developments in the case make this necessary, a new plan or an adjusted plan will be drawn up. The Insured will be consulted on this too.

6.6 Buying off

With some cases, as the matter proceeds there can be a lack of proportion between the costs of dealing with the dispute and the financial importance of the dispute. In such a case, ARAG may decide to bring the matter to an end by indemnifying the Insured. ARAG will then have no further obligation to provide legal assistance.

Section 7

In what circumstances is there no entitlement to legal assistance?

7.1 No entitlement to legal assistance

The insured party cannot make use of the legal assistance insurance in the following cases:

- a) if a solicitor or other expert has been instructed to act on your behalf in the case without the consent of ARAG (refer to Article 6.4);
- b) if the dispute has been reported at such a late stage that ARAG would find it appreciably more difficult or expensive to deal with the case. For example, this could be because ARAG is not in a position to offer legal assistance itself or is not able to come to an amicable agreement or is only able to do this by incurring extra costs or when ARAG has to reimburse court costs and/or other costs of legal assistance. In all cases, your claim to legal assistance will lapse if you do not request this within one month of the termination of the insurance;
- c) if the insured party provides incorrect information or does not cooperate with the assessment and processing required for the case or if the insured party behaves improperly with respect to ARAG and/or their employees;
- d) if the stake the insured party has in the case is less than the deductible stated in the car rental agreement, with a maximum of €200;
- e) if the dispute concerns taxation law or is in any way related to taxation law. Import duties, custom and excise duties, stamp duty and other fiscal levies fall under taxation law;
- f) if the dispute concerns laws or regulations that the government has laid down or intends to lay down and that apply to everyone;
- g) if the insured party is unable to pay a debt or if the dispute relates to (applying for) bankruptcy or suspension of payments;
- h) if the dispute relates to natural disasters or nuclear reactions;
- i) if the dispute relates to acts of war or forms thereof. Acts of war means all actions normally regarded as acts of war within the insurance industry and as laid down in the Dutch Association of Insurers on 2 November 1991 under number 136/1981 and submitted to the Clerk of the Court of The Hague;
- j) if the insured party is accused of acting unlawfully with respect to another person;
- k) if the need for legal assistance is regarded as the predictable consequence of your actions or lack of action;
- l) if the dispute relates to the terms and conditions of insurance, for example the cover or the premium, of this insurance contract.

7.2 Specific exclusions

In addition to the restrictions of Article 7.1, no claim can be made for legal assistance:

- if the Insured drives the hire car without being legally qualified to do so, or if the Insured takes part in races based on speed or skill, or if the Insured drives the hire car under the influence of alcoholic drink or any other narcotic or stimulant substance;
- if the Insured uses the hire car by way of a business, for example by hiring it out or using it as a taxi or for giving lessons;
- in connection with the purchase of used motor vehicles.

7.3 Other policies

Where but for the existence of the Car Hire Legal Assistance Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Car Hire Legal Assistance Insurance shall only be valid and applicable in the last instance. As a result, compensation will only be payable for loss or damage exceeding the sum that the Insured could claim elsewhere.

Section 8

Difference of opinion on dealing with the case/complaints

8.1 Different views on the approach to take

ARAG guarantees the quality of the work done to deal with the Insured's case. However, it may happen that the Insured cannot agree with ARAG on the legal steps to be taken. There may also be a difference of opinion on whether or not there is a reasonable chance of achieving the result desired by the Insured. If it is not possible to overcome this difference of opinion, it is important to resolve the situation effectively and carefully, without any disadvantage to the Insured as a result. In such cases, ARAG will therefore engage a recognised, independent expert to act as an arbitrator (in legal terms this is called a binding adviser) and reach a decision on the difference of opinion. In practice, the local Dean of the Bar Association (*Deken van de Orde van Advocaten*) is asked to designate an expert, independent lawyer as arbitrator. The decision reached by this lawyer is then binding on both the Insured and ARAG. The costs of an arbitrator are to be borne by ARAG and count towards the limit of cover as described in Article 5.5. If the arbitrator agrees wholly or mainly with ARAG, the matter will continue to be dealt with by ARAG as proposed earlier. However if the Insured wants to continue the case in accordance with his/her own views, ARAG will send the documents to the Insured and the Insured can deal with the case or have it dealt with at his/her own expense. If the Insured ultimately succeeds in achieving the result desired by the Insured, ARAG will reimburse the Insured for the insured costs of legal assistance afterwards. If the arbitrator agrees with the Insured's opinion, the Insured has a free choice as to who should deal with the matter further in accordance with these views. The arbitrator is not allowed to take on the case, nor is any member of the arbitrator's firm. These rules also apply if the matter is dealt with by an ARAG-Advocatennetwerk® lawyer. If the Insured's case is dealt with by a lawyer outside the ARAG-Advocatennetwerk®, and the Insured is not satisfied with the lawyer's conduct of the case, the Insured may continue the case with the help of another lawyer. The costs of doing this are for the Insured's account. If the Insured ultimately succeeds in achieving the result he/she wanted, ARAG will reimburse the Insured for the insured costs of legal assistance afterwards.

8.2 Complaints about and (other) disputes with ARAG

For all complaints about ARAG the Insured may write to or telephone:

ARAG Complaints Office (*ARAG-klachtenbureau*)
PO Box 230
3830 AE Leusden
The Netherlands
tel. +31 33 43 42 420
e-mail: klachtenbureau@arag.nl

The ARAG Complaints Office is responsible for investigating and dealing with the Insured's complaint. The Insured will receive within a few working days confirmation that his/her complaint

is being attended to. The Insured will then receive a substantive response as soon as possible. If this complaints procedure does not lead to a satisfactory result for the Insured, he/she may contact:

Financial Services Complaints Board (*Klachteninstituut Financiële Dienstverlening*)
PO Box 93257
2509 AG The Hague
The Netherlands
tel. +31 70 333 89 99

This foundation covers both the Insurance Ombudsman (*Ombudsman Verzekeringen*) and the Insurance Complaints Authority (*Raad van Toezicht Verzekeringen*). Disputes with ARAG, for example concerning cover, may also be submitted to the civil courts. The Insured cannot claim under his/her insurance for disputes with ARAG. If the court finds in favour of the Insured, however, ARAG will subsequently reimburse him/her for the costs of legal assistance.

8.3 Contract period and termination of the insurance

The insurer is permitted to terminate the insurance during the course of the contract, within thirty days of the insured party reporting a dispute that may result in ARAG being placed under an obligation. As a consequence of this, the Card of the insured party will not be granted further cover under this insurance. The insurer will only make use of this possibility in unusual circumstances and with due care. Cases that have already reported will, where covered, still be handled by ARAG. Apart from the circumstances described above, the insurance will also be terminated prematurely if the policyholder:

- is no longer living or staying or no longer has his/her permanent residence in the Netherlands;
- dies;
- no longer has the Card.

8.4 Changes to conditions

The insurer shall be entitled to amend the conditions applying to certain groups of policies en bloc.

Section 9

Personal records, registered office and applicable law

9.1 Personal records

The personal details provided will be processed by ARAG for the purposes of:

- implementing insurance agreements and/or legal services;
- managing the relationships arising out of this, including the prevention and combating of fraud.

The 'Insurance Industry Code of Conduct on Processing Personal Details' (*Gedragscode Verwerking Persoonsgegevens Verzekeringsbedrijf*) shall apply to this processing of personal details.

9.2 Applicable law

This insurance agreement shall be governed by Dutch law.