

Excess Car Hire 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: the holder of the Card;
- Excess Car Hire Insurance: the Excess Car Hire Insurance included with the ABN AMRO Gold Card and ABN AMRO MeesPierson Gold Card;
- Hire car: the passenger car hired by the Insured, where the car hire was paid for with the Card;
- International Card Services: International Card Services B.V., PO Box 23225, 1100 DS Diemen, the Netherlands;
- The Insured: the Cardholder, provided that he/she is a natural person resident in the Netherlands and is the person hiring the hire car.

Section 2

Policy period

The Excess Car Hire Insurance is in force for the period in which the Insured has the hire car in his/her possession, in accordance with the period stated on the car hire agreement.

Section 3

Territorial limits

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

- The following countries: Angola, Botswana, Mozambique, Zambia, Zimbabwe.
- Destinations with 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

Replacement transport

At times when the hire car is temporarily replaced in connection with repairs, the insurance will cover the same risks as for the Insured passenger car, provided that the replacement car is not covered by another insurance policy, whether or not from an earlier date, or would be covered by such a policy if the present insurance policy had not existed.

Section 5

Extent of cover

This insurance covers the excess up to a maximum of € 500, in the event of loss of or damage to the hire car within the territorial limits, caused by:

1. sudden external calamities including collision, overturning, skidding, leaving the road or entering a body of water;
2. fire, lightning, explosion and short-circuiting;
3. objects falling onto the hire car or the hire car being blown over as a result of a storm. Storm shall mean a wind speed of at least 14 metres per second (wind force 7);
4. loss of or damage to the hire car if this is caused exclusively by actual or attempted theft or break-in, or by misappropriation, fraud or joyriding;
5. damage to the hire car arising at a time when the hire car was removed by theft, misappropriation, fraud or joyriding;
6. loss of or damage to the hire car while being transported by ship, motor vehicle or train except for damage caused by being hoisted or towed and damage such as scratches, scrapes or paintwork damage;
7. a falling aircraft or aircraft parts, or objects falling from aircraft;
8. malicious damage by third parties (including vandalism).

Section 6

Exclusions

6.1 No obligation to pay compensation

- ABN AMRO Schadeverzekering is under no obligation to pay any compensation where the loss or damage has been caused by:
- flooding and/or earthquake;

- seizure or confiscation;
- age or wear and tear;
- volcanic eruption;
- an inherent defect, or arises out of the nature or characteristics of the hire car.

6.2 Wilful act

Loss or damage which is the intended or certain consequence of the Insured's acts or omissions.

6.3 Driving while unqualified

Loss or damage caused while the person actually driving:

- does not hold a valid driving licence as required by law to drive the car (and any trailer or caravan attached);
- has been disqualified from driving by a court;
- does not comply with other requirements laid down in or pursuant to the law concerning qualification to drive the insured car;
- is not authorised to drive the hire car.

6.4 Alcohol and similar

Loss or damage arising when the driver of the hire car is under the influence of alcoholic drinks or any other narcotic or stimulant substances at the time of the occurrence such that the law or the authorities would not permit him/her to drive the car.

6.5 Other use

Loss or damage arising while the hire car was being used to transport persons for payment, for lessons or for illegal purposes. Transporting persons does not here include transporting for payment between home and work (car-pooling), transport to and from sports events and similar.

6.6 Races

Loss or damage arising while taking part in races or speed trials, except for treasure hunt rallies lasting no longer than 24 hours and in which the element of speed does not predominate.

6.7 Off-road driving

Loss or damage arising when the car is driven, without necessity, in places where cars intended for daily use are not normally driven (e.g. in open country or through water).

6.8 Nor shall ABN AMRO Schadeverzekering be obliged to pay any compensation in the following circumstances:

- if the Insured and/or the driver did not observe the normal level of care: a normal level of care has not been taken if for example the hire car has been left unattended with the key in it and loss or damage has resulted from this;
- if the windscreen or a rear or side window of the hire car breaks or shatters and the glass fragments result in damage to the hire car itself, except where the breaking or shattering or the damage to the window is the direct result of the hire car being in a collision, overturning or falling on its side, skidding, leaving the road or entering a body of water;
- if the damage to the hire car relates to damage to the tyres; to the underside of the hire car; to the interior; to the mirrors; to lighting components (such as headlights, rear lights, indicators etc.); loss of and/or damage to the key to the hire car.

6.9 The Insured shall not be entitled to compensation for loss or damage:

- caused intentionally, by conditional intent, recklessly or through gross negligence;
- directly or indirectly caused or aggravated by armed conflict, civil war, insurrection, civil commotion, revolt, mutiny, terrorism, sabotage, requisition, strikes, occupation of a workplace, work-to-rule, riots or disorder. These terms shall have the meanings given in the definitions lodged by the Dutch Association of Insurers (*Verbond van Verzekeraars in Nederland*) with the Registry of The Hague District Court on 2 November 1981 under reference number 136/1981;
1. caused by, occurring in or arising from a nuclear reaction, regardless of how this has originated;

2. this exclusion shall not apply in relation to loss or damage caused by radioactive nuclides outside a nuclear plant and used or intended for use for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that, where required, a licence is in effect, issued by the authorities and covering the production, use, storage and disposal of radioactive material. 'Nuclear plant' shall mean a nuclear plant within the meaning of the Nuclear Accident Liability Act (*Wet Aansprakelijkheid Kernongevallen*) (Netherlands Bulletin of Acts, Orders and Decrees (*Staatsblad*) 1979-225), as well as a nuclear plant on board a ship;
3. to the extent that a third party is liable for the loss or damage suffered pursuant to any law or convention, the provisions under 2 above shall not apply.

Section 7

Obligations of the Insured

The Insured shall be obliged, in the event of loss, theft or damage resulting in the deductible being withheld:

- to notify International Card Services of the loss or damage as soon as possible but in any event within 21 days of its occurrence, and to request a claim form;
- then to notify ABN AMRO Schadeverzekering of the loss or damage within 14 days of the first notification, by submitting a fully completed claim form together with the original car hire agreement as well as the account statement relating to the car hire and the withholding of the deductible;
- to report loss or theft to the local police immediately, or in the case of a journey by ship, to the ship's captain;
- to provide ABN AMRO Schadeverzekering with an original written confirmation from the person to whom the loss was reported, together with the claim form;
- to transfer to ABN AMRO Schadeverzekering at the latter's request his/her rights to the payment up to a maximum of the compensation paid, in return for payment of the compensation;
- where requested by ABN AMRO Schadeverzekering, to submit in addition to the claim form, a full description in writing of the nature, cause and circumstances of the loss or damage incurred. In addition, where requested by ABN AMRO Schadeverzekering, further evidence must be provided of the event causing the alleged loss or damage;
- to cooperate fully in assessing the loss or damage;
- to prevent and limit the loss or damage as much as possible;
- to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;
- if ABN AMRO Schadeverzekering so wishes, to transfer all claims for damages that the Insured has against third parties, up to at least the amount of the compensation, to ABN AMRO Schadeverzekering in writing. Penalty clause The Excess Car Hire Insurance shall not provide cover where a failure to comply with the obligations set out in these insurance conditions has affected the interests of ABN AMRO Schadeverzekering. Nor is there any entitlement to payment of compensation:
 - where the Insured or his/her successor in title covered by this Excess Car Hire Insurance, deliberately withholds or falsely reports any facts or circumstances relating to the loss or damage which may be significant to ABN AMRO Schadeverzekering in assessing the claim;
 - where the loss or damage is intentionally or recklessly caused or aggravated by the Insured or his/her successor in title covered by this Car Hire Deductible Insurance. Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured are fraudulent, ABN AMRO Schadeverzekering reserves the right to report this to the police and to notify the insurance fraud prevention system operated jointly by insurers.

Section 8

Compensation

- 8.1 In the event of damage to an item covered by this Excess Car Hire Insurance, the compensation to be determined shall in no case exceed the deductible withheld as stated on the car hire agreement and on the account statement, subject to maximum compensation of € 500 per car hire agreement.
- 8.2 If the car hire was paid for partly with the Card, the compensation due under this Excess Car Hire Insurance shall be calculated in proportion to that partial payment as a fraction of the full car hire price.
- 8.3 Compensation is limited to a total amount of € 2,500 per Insured in any one calendar year. No Insured shall receive more than € 10,000 in compensation over the total period of cover under this Excess Car Hire Insurance, whether or not interrupted. This applies regardless of the number of Cards made available to the Insured.

Section 9

Claim settlement

- 9.1 Claims will be settled in the Netherlands and according to Dutch standards and criteria.
- 9.2 ABN AMRO Schadeverzekering will settle the claim directly with the Insured, unless otherwise agreed.

Section 10

Recipient of compensation

- 10.1 Compensation will be paid to the Insured.
- 10.2 Unless agreed otherwise, if the Insured dies, the compensation will be paid to the deceased Insured's spouse or registered partner, and where there is no spouse or registered partner then to the deceased Insured's children in equal shares, and where there are no children then to the deceased Insured's collective heirs. In no circumstances shall the Kingdom of the Netherlands (*Staat der Nederlanden*) be entitled to the compensation.

Section 11

Other policies

Where but for the existence of the Excess Car Hire Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Excess Car Hire 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 12

Changes to conditions

ABN AMRO Schadeverzekering shall be entitled to amend these Excess Car Hire Insurance conditions en bloc on a date of its choice.

Section 13

Termination of insurance

Unless agreed otherwise with the insured party, ABN AMRO Schadeverzekering will terminate the insurance cover:

- immediately if the validity of the Card is terminated as described in the terms and conditions of the Card;
- immediately if the Excess Car Hire Insurance is not part of the Card;
- immediately for the insured party if the insured party takes up residence abroad;
- immediately for the insured party if the insured party remains abroad for an uninterrupted period of more than six months;
- if the insured party gives written notice of termination (if the insurance was taken out separately by the insured party and the insurance is not normally linked to the Card). The insurance will then terminate thirty days after the date of the written notice of termination provided by the policyholder. If the policyholder wishes to terminate the insurance at a later date, they can indicate this in their notice of termination. The insurance ceases on the date stated in the notice of termination;
- if the insured party, after a claim has been reported or payment has been made on a claim, is informed by ABN AMRO Schadeverzekering in writing of the termination of the insurance. In the case of fraud committed by the insured party ABN AMRO Schadeverzekering is entitled to immediately terminate other insurance policies held by the insured party. The insurance ceases on the date stated in the notice of termination. The time at which the insurance ends is midnight.

Any loss or damage incurred after the termination date of the Car Insurance Deductible cannot be claimed.

Section 14

Complaints and disputes

- 14.1 Complaints and disputes relating to the implementation of this Car Hire Deductible Insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is considered unacceptable, the Insured may submit a complaint to the Financial Services Complaints Board (*Klachteninstituut Financiële Dienstverlening*), PO Box 93257, 2509 AG The Hague, the Netherlands.
- 14.2 If the complaints procedure described here does not lead to a solution acceptable to the Insured, the Insured may submit the dispute to the competent court in Zwolle, the Netherlands.

Section 15

Applicable law

This Excess Car Hire Insurance shall be governed by Dutch law.