

Luggage and Flight Delay Insurance Conditions

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 Credit Card/ABN AMRO Gold Card/ABN AMRO MeesPierson Card/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: ABN AMRO Credit Card/ABN AMRO Gold Card/ABN AMRO MeesPierson Card or ABN AMRO MeesPierson Gold Card;
- Cardholder: the holder of the Card;
- International Card Services: International Card Services B.V., PO Box 23225, 1100 DS Diemen, the Netherlands;
- Luggage and Flight Delay Insurance: the Luggage and Flight Delay Insurance included with the ABN AMRO Credit Card/ABN AMRO Gold Card/ABN AMRO MeesPierson Card and ABN AMRO MeesPierson Gold Card;
- Other insured persons: anyone travelling with the Cardholder and for whose flight tickets the Cardholder paid;
- P.I.R.: Property Irregularity Report: a written statement from the competent airport authorities confirming a delay;

- Scheduled Service: a regular service operated by an airline between two points at fixed times, not being a charter flight;
- The Insured: the Cardholder who paid for the flight ticket from the Scheduled Service with the Card.

Section 2

Policy period

The Luggage and Flight Delay Insurance is in force for any journey lasting up to a maximum of 60 consecutive days.

Section 3

Territorial limits

The Luggage and Flight Delay Insurance is valid worldwide with the exception of:

- flights within the Netherlands;
- flights to 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

ABN AMRO Schadeverzekering offers the Insured cover on Scheduled Services for relevant purchases in the event of flight and luggage delays outside the Netherlands.

4.1 Luggage delays

Maximum cover of € 140 per group travelling together if the luggage given on departure to the airline with which the Insured is travelling does not arrive at the destination within four hours after the arrival of the Insured. There is a maximum cover of € 410 for the Insured and other insured persons as an additional benefit if the luggage is not found within 48 hours of the Insured's arrival at the destination. This insurance covers relevant purchases abroad such as replacement clothing and toilet articles, where these are made within four days of the arrival of the Insured and the other insured persons at the destination abroad. ABN AMRO Bank N.V., established in Amsterdam and entered in the Trade Register of the Amsterdam Chamber of Commerce under no. 34334259. The Insured and the other insured persons must take suitable steps to locate the luggage and to inform the relevant airline and/or airport authorities immediately of any delay or loss of luggage. To this end the competent body shall draw up a P.I.R., a copy of which must be passed to ABN AMRO Schadeverzekering N.V. in the event of a claim.

4.2 Flight delays

Maximum cover of € 140 for the Insured and the other insured persons for relevant purchases abroad such as meals, refreshments, hotel and other expenses, where a flight delay in a scheduled service extends the time of travel by four hours as a result of the delay or cancellation by the airline of a flight that was booked and confirmed, or the delayed arrival of an aircraft as a result of which a connecting flight is missed.

Section 5

Exclusions

5.1 There is no cover if:

- a) the luggage has been seized by customs, the judicial authorities or other authorities;
- b) the Insured and the other insured persons fail to check in in accordance with the instructions in the itinerary provided, unless this is made impossible due to a strike;
- c) where a flight is delayed, comparable alternative transport is offered within four hours after the planned departure time or the flight delay is compensated by other flights so that the delay in total travel time does not exceed four hours;
- d) the delay is caused by strike action that was already going on or had already been announced before the start of the journey including the flight; the delay is the result of a passenger plane being taken out of use by a competent authority and this was announced before the start of the journey that includes the flight;
- e) the airline is no longer flying due to compulsory liquidation or a suspension of payments.

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

- a) caused recklessly or through gross negligence;
- b) 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;
- c) 1. caused by, occurring in or arising from a nuclear reaction, regardless of how this originates;
2. this exclusion shall not apply in relation to loss or damage caused by radioactive nuclides located 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, that which is provided under 2 above shall not apply.

Section 6

Obligations of the Insured

The Insured shall be obliged, in the event of delay:

- a) to notify International Card Services of the loss or damage as soon as possible and in any event within 21 days of its occurrence, and to request a claim form;
- b) subsequently to notify ABN AMRO Schadeverzekering within 14 days of the first notification, by submitting a fully completed claim form, together with the original purchase receipts, the P.I.R. and the account statement relating to the purchase of the Scheduled Service flight ticket and goods concerned;
- c) 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. In addition, where requested by ABN AMRO Schadeverzekering,

further evidence shall be provided of the event causing the alleged loss or damage;

- d) to cooperate fully in assessing the loss or damage;
- e) to prevent and limit the loss or damage as much as possible;
- f) to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;
- g) if ABN AMRO Schadeverzekering so wishes, to transfer all claims for damages the Insured has against third parties, up to at least the amount of the compensation, to ABN AMRO Schadeverzekering in writing.

Penalty clause

The Luggage and Flight Delay Insurance does 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:

- a) where the Insured, his/her successor in title, or other insured persons with respect to an occurrence covered by this 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;
- b) where the loss or damage is intentionally or recklessly caused or aggravated by the Insured, his/her successor in title, or other insured persons with respect to an occurrence covered by this insurance.

Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured should be deemed 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 7

Compensation

- 7.1 In the event of loss or damage covered under this insurance, the compensation to be determined shall in no case exceed the purchase price stated on the account statement.
- 7.2 Where possible, the Insured must use the Card for the necessary purchases. If the Card cannot be used to pay for the necessary purchases, original till receipts will suffice for cover. The 'ABC World Airways Guide' shall be used as a guide in determining the times on the flight schedule.
- 7.3 Compensation is limited to € 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 insurance, whether or not interrupted. This applies regardless of the number of Cards made available to the Insured.

Section 8

Claim settlement

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

Section 9

Recipient of compensation

- 9.1 Compensation will be paid to the Insured.
- 9.2 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 10

Other policies

Where but for the existence of the Luggage and Flight Delay Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision (e.g. compensation paid by the airline), the Luggage and Flight Delay 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 11

Changes to conditions

ABN AMRO Schadeverzekering shall be entitled to amend these Luggage and Flight Delay Insurance conditions en bloc on a date of its choice.

Section 12

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 Luggage and Flight Delay insurance is no longer 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 Purchase Protection Insurance cannot be claimed.

Section 13

Complaints and disputes

- 13.1 Complaints and disputes relating to the implementation of this Luggage and Flight Delay Insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is not found acceptable, the Insured may submit a complaint to the Financial Services Complaints Board (*Klachteninstituut Financiële Dienstverlening*), PO Box 93257, 2509 AG The Hague, the Netherlands.
- 13.2 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 14

Applicable law

This Luggage and Flight Delay Insurance shall be governed by Dutch law.