Purchase Protection Insurance Conditions version November 2024

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;
- Audio, video and computer equipment: the audio, video, receiving and transmission equipment such as: radios, CD and DVD players, television receivers, video cameras, tape, cassette and video recorders, as well as all types of computer equipment such as personal computers and games computers. This all includes the customary peripheral equipment and other aids such as records, compact discs, tapes, cassettes, loudspeakers, monitors, disk drives, printers and software;
- Card: the 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;
- Purchase Protection Insurance: the purchase protection insurance included with the ABN AMRO Credit Card/ABN AMRO Gold Card/ABN AMRO MeesPierson Card and ABN AMRO MeesPierson Gold Card;
- The Insured: the Cardholder, provided that he/she is a natural person resident in the Netherlands.

Section 2

Policy period

The Purchase Protection Insurance applies:

- to the ABN AMRO Credit Card and ABN AMRO MeesPierson Card for 180 consecutive days, starting on the date of purchase of movable property;
- to the ABN AMRO Gold Card and ABN AMRO MeesPierson Gold Card for one year starting on the date of purchase of movable property.

Section 3

Territorial limits

Purchase Protection Insurance cover applies worldwide.

Section 4

Cover

Purchase Protection Insurance covers the loss or theft of or damage to goods, provided these were paid for with the Card, the payment is shown on the account statement of the Insured and the full transaction amount has not been disputed.

International Card Services BV Wisselwerking 58 Postbus 46 1110 AA Diemen KVK Amsterdam nr 33.200.596

Section 5

Exclusions

5.1 ABN AMRO Schadeverzekering shall not be obliged to pay any compensation where the loss or damage results from:
   a. flooding or earthquake;
   b. seizure or confiscation;
   c. age or wear and tear;
   d. volcanic eruption;
   e. an inherent defect or the nature or characteristics of the goods.

5.2 Nor shall ABN AMRO Schadeverzekering be obliged to pay any compensation in the following circumstances:
   a. loss, theft or damage during transport and trans-shipment of the goods other than by the Insured;
   b. loss or theft of or damage to goods unlawfully acquired by the Insured;
   c. cosmetic or other damage to goods not affecting their use for the purpose originally intended;
   d. where the Insured did not observe the normal standard of care. Failing to observe the normal standard of care includes leaving goods unattended other than in a properly locked space;
   e. loss or theft of or damage to goods with a value on purchase of more than € 250, as part of luggage, is not covered unless the goods are taken as or as part of the hand luggage and directly attended to by the Insured or a travelling companion of the Insured, provided this travelling companion was known to the Insured before leaving home. This also applies in the case of a journey by public transport.

5.3 Where goods are left unattended in a vehicle, compensation is only payable for loss, theft or damage if:
   a. the goods were in a properly locked boot and the items were also not visible from outside;
   b. all possible measures had been taken to prevent an event causing loss, if the goods were in a vehicle not equipped with a boot capable of being properly locked;
   c. the goods were in a camper or caravan parked on a campsite, the goods were not visible from the outside and were stored in a proper facility in the vehicle. In relation to a, b and c, the Insured is expected to show that no better security measures could reasonably have been taken, while compensation is only payable in cases of forced entry from outside the vehicle. The provisions of section 7.4 shall apply in full.

5.4 The Insured shall not be entitled to compensation for loss or damage:
   a. caused by (conditional) intent or recklessness, through gross negligence or with the approval of the Insured or a family member or partner living with him/her;
   b. suffered by the Insured or by any family member or partner living with him/her in committing or attempting a criminal act or participating in a fight (being more than horseplay), except in lawful self-defence;
   c. resulting from the excessive consumption of alcoholic drink or any stimulant or narcotic substance, except where used as prescribed by a doctor;
   d. directly or indirectly caused or aggravated by armed conflict, civil war, insurrection, civil commotion, revolt, mutiny, terrorism, sabotage, requisition, strike, 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;
   e. 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.

5.5 The Insured shall in no circumstances be entitled to compensation in the event of loss or theft of or damage to the following goods:
   a. cash or cash equivalents (including credit on a mobile phone), cheques, cheque guarantee cards, giro payment cards, traveller's cheques, tickets or passes or other negotiable documents;
   b. animals or plants;
   c. vehicles (including bicycles), boats, ships or aircraft, trailers, caravans and accompanying accessories and components;
   d. goods not for personal household use, such as trading samples, merchandise and other goods intended fo business purposes;
   e. food, smokers' requisites and drink.

Section 6

Obligations of the Insured

6.1 The Insured shall be obliged, in the event of loss, theft or damage:

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 as well as the account statement relating to the purchase of the goods concerned;
c. to report loss or theft to the local police immediately, or in the case of a journey by ship, to the ship's captain, or in the case of a journey by air, to the airline;
d. to provide ABN AMRO Schadeverzekering with an original written confirmation from the person to whom the loss was reported, together with the claim form;
e. where the loss was suffered by the recipient of goods or gifts covered by the Purchase Protection Insurance, to notify the loss or damage in accordance with the regulations set out above under a) to e) inclusive; the recipient must also fully complete and sign the claim form;
f. in the case of damage, to show the goods to ABN AMRO Schadeverzekering if it deems this important for purposes of assessing the loss incurred;
g. to give up or deliver any damaged goods to an address to be designated by ABN AMRO Schadeverzekering if the latter so requests;
h. to transfer to ABN AMRO Schadeverzekering at the latter's request, his/her rights to the stolen, lost or damaged goods, in return for payment of the compensation;
i. 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 must be provided of the event causing the alleged loss or damage;
j. to cooperate fully in assessing the loss or damage;
k. to prevent and limit the loss or damage as much as possible;
l. to follow the instructions given by or on behalf of ABN AMRO Schadeverzekering;
m. 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 Purchase Protection Insurance shall not provide cover where a failure to comply with the obligations set out in these insurance conditions has adversely affected the interests of ABN AMRO Schadeverzekering. Nor is there any entitlement to a compensation payment:

- where the Insured, his/her successor in title, or the recipient of goods or gifts covered by this Purchase Protection 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, his/her successor in title, or the recipient of goods or gifts covered by this Purchase Protection Insurance.

Where ABN AMRO Schadeverzekering is of the view that any statements or acts by the Insured are to 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 of or damage to goods covered under this Purchase Protection Insurance, the compensation to be determined shall in no case exceed the purchase price stated on the account statement, while the loss assessed per item shall in no case exceed the following figures for the items listed below:

- audio-visual and computer equipment: € 1,000;
- photographic or film equipment with accessories, musical instruments, hearing aids and prostheses: € 1,000;
- gems, jewellery, watches, furs and works of art: € 1,000;
- mobile telephone: € 250.

7.2 In calculating the compensation payment, ABN AMRO Schadeverzekering will apply an excess of € 50 per occurrence.

7.3 A total maximum compensation of € 2,500 shall apply for all goods lost, stolen or damaged as a result of one single occurrence.

7.4 Where the goods are in a vehicle, loss or damage caused by theft is only covered where there is forced entry from outside the vehicle, compensation being limited in such cases to € 250 for each occurrence resulting in loss.

7.5 ABN AMRO Schadeverzekering may opt to provide compensation by having the damaged, stolen or lost goods repaired or replaced instead of paying monetary benefit.

7.6 Where items were paid for partly with the Card, the compensation due under this Purchase Protection Insurance shall be calculated in proportion to that partial payment as a fraction of the full purchase price.

7.7 Claims for compensation in respect of goods forming part of a pair or set will be paid at the full purchase price of the pair or set, provided that the goods cannot be used or replaced separately.

7.8 Compensation is limited to € 7,500 per Insured in any one calendar year. No Insured shall receive more than € 25,000 in compensation during the total period of cover under this Purchase Protection 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 Purchase Protection Insurance, compensation for loss and costs could be claimed under any other insurance policy or any statutory or other provision, the Purchase Protection 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 Purchase Protection 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 Purchase Protection 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 Purchase Protection Insurance may be submitted to the management of ABN AMRO Schadeverzekering. If the decision reached by the management is found to be 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.

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 Purchase Protection Insurance shall be governed by Dutch law.

Diemen, Januari 2016

The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of the Netherlands shall apply.