

## Terms and conditions of the excess on rental car insurance

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

These terms and conditions describe the insurance provided by ABN AMRO Schadeverzekering N.V. and apply in addition to the general *Card* terms and conditions that apply to your *Card*. This insurance covers the excess charged in the event of *damage* to the *rental car*. The lease must have been paid in full using your *Card*.

If you have any questions, you can contact the ABN AMRO Creditcard Servicedesk via +31 (0)20 - 6 600 123.

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### What do the words in italics mean?

In these terms and conditions, certain words are in italics. These words have a special meaning. The explanation of these words can be found in the list of definitions after the terms and conditions.

### Reporting *damage*

If you have incurred any *damage*, please report this as soon as possible. You can do this by reporting the issue by telephone via the ABN AMRO Creditcard Service Desk at +31 (0)20 - 6 600 123. You will then receive a claim form to report your *damage* to ABN AMRO Schadeverzekeringen N.V.

### Scope of the excess on rental car insurance

The excess on rental car insurance covers the excess under the rental car insurance taken out by you or the rental company worldwide, up to a maximum of € 500 should the *rental car* incur any *damage*. The lease of the rental car must have been paid in full using the *Card*.

**Please note:** there are also situations that are never covered by the insurance, so make sure you read not only what the insurance does cover, but also what it never covers.

### What does the excess on rental car insurance never cover?

The insurance will never provide cover in the event of *damage*:

- Caused by or arising before the start or after expiry of your *Card*, as set out in the general terms and conditions that apply to your *Card*.
  - To a *rental car* that has not been paid for using your *Card*.
  - If it is prohibited by national or international laws or regulations.
  - Caused by or arising from government action, for example, seizure by the courts.
  - Caused by or arising from a *natural disaster*.
  - Caused by or arising from *malicious intent*, recklessness, serious fault, gross negligence or illegal activity on your part.
  - If the driver of the *rental car* is not or was not permitted to drive subject to the provisions of the law, government regulations or the terms of the lease.
  - Due to *wear and tear* or age.
  - Caused during use of the *rental car* for business purposes.
  - Caused during participation in a *race* or *off-road driving*.
  - Caused through your failure to exercise due care.
  - Caused due to the driver being under the influence of an *intoxicating substance*.
  - Caused due to a spontaneous *failure* of the *rental car* or the car stops working on its own.
- Please note:** this does not apply to *damage* caused by fire, lightning or explosion.
- Caused by an *act of war* or a *nuclear reaction*.
  - If you have committed *fraud*.

The insurance will never provide cover if such is compensated under a law, a government measure, another insurance policy or a guarantee agreement.



What happens when you file a claim with us and the amount we pay out.

#### What do we do when you file a claim with us?

If you file a claim with us, we will assess what has happened and whether the claim is covered. We will also assess the amount of your claim. You must provide us with the information we need and you must demonstrate the legitimacy of your claim. If the rental car is missing or has been stolen, please send us proof that you have reported the matter to the police.

If you fail to cooperate with the assessment of the claim, or you fail to meet other obligations arising from the terms and conditions, we have a right to refuse to pay out on the insurance.

#### How do we determine whether there is cover?

In order to determine whether cover applies, we use these terms and conditions and the information received regarding the damage.

#### What if the damage is related to terrorism?

At times we cannot bear damage caused by terrorism ourselves. In such cases, we will only compensate for damage to the extent that it is covered by the Dutch Terrorism Risk Reinsurance Company (Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschade, NHT).

For each calendar year, a maximum of 1 billion euros is made available to cover all damage caused by terrorism in the Netherlands. This maximum amount applies to all insurers in the Netherlands participating in the NHT and only to events for which these insurers' insurance policies cover damage. If the damage caused by terrorism in a single year is greater than 1 billion euros, the NHT sets a payment percentage: the NHT decides on what percentage it will reimburse to the insurers participating in the NHT.

We first determine the scope of the damage, less any excess. We will then reimburse you a percentage of this amount that corresponds to the benefit percentage set by the NHT. If the total damage remains below 1 billion euros, or the NHT refuses to pay us for other reasons, we will pay out in accordance with these policy conditions.

If you would like to know more about this, please read the Terrorism Cover clauses sheet on the ICS website. You can also visit the NHT website for contact details of the NHT, news and background information: [terrorisneverzekerd.nl](https://terrorisneverzekerd.nl). There you can also read how the NHT processes damage in the Claims Settlement Protocol.

If you report the damage 2 years or more after the NHT has decided whether any damage related to terrorism occurred, any right to compensation for damage will lapse.

#### Determining the amount you will be paid

We use the excess amount stated in the lease as the basis for the benefit. We never pay out more than € 500 per event.

#### What other arrangements are there?

#### When does insurance cover start and end?

Cover under this insurance policy begins as soon as your Card becomes valid. Cover ends when your Card is no longer valid. Please refer to the general terms and conditions of your Card for details on validity.

#### When can we terminate the insurance cover?

We may terminate the insurance cover with immediate effect in the following situations:

- If fraud is established.
- If you or another interested party is included on a national or international sanctions list.

We can terminate the insurance cover with a notice period of two months in the following situations:

- Within 30 days of damage having been reported, rejected or paid.
- If you file an above-average number of claims for damage. In that case you will first receive a warning.
- If you fail to cooperate sufficiently in the settlement of a damage.
- If you display threatening or abusive behaviour towards one of the parties involved.
- If you move abroad or stay abroad for more than 6 months.

#### Transfer or limitation period

You cannot transfer any items to us in the event of damage.

Claims are subject to a limitation period:

- 3 years after the damage has been paid or rejected.
- 3 years after the damage occurred and you became aware of this damage; or
- 3 years after our last contact with you or someone representing you regarding the damage that has been reported.

#### Complaints

If you are not satisfied with this insurance policy or our service, in that case, you can submit a complaint to us via [klacht.schadeverkeer@abnamroverzekerings.nl](mailto:klacht.schadeverkeer@abnamroverzekerings.nl). If you are dissatisfied with the way your complaint has been handled, you can submit your complaint to the independent Financial Services Complaints Institute (Kifid), PO Box 93257, 2509 AG The Hague, or via [kifid.nl](https://kifid.nl). You can also bring the complaint before a Dutch court.



If Kifid is dealing with a case that also involves a disciplinary aspect, it refers that part of the complaint to the Disciplinary Board for Insurers. Kifid will inform you about this. This also applies if a complaint is of a purely disciplinary nature. You must also submit that complaint to Kifid.

### Privacy protection and electronic recording

We adhere to the Code of Conduct for the Processing of Personal Data by the Insurance Industry. This code of conduct (in Dutch) can be found on [verzekeraars.nl](https://www.verzekeraars.nl) if you search “gedragscode persoonsgegevens” and select the article “Gedragscode Verwerking Persoonsgegevens Verzekeraars”.

If we communicate electronically, for example, via the internet, e-mail or telephone, we may record this communication electronically to pose as evidence or to improve our service.

### How do we protect you and ourselves against deliberate misinformation, fraud or misrepresentation?

We start from the assumption that you provide us with accurate and complete information. If we suspect that information has been deliberately misrepresented, or that fraud or deception has taken place, we may conduct an investigation. We do this in accordance with the guidelines of the Dutch Association of Insurers. Since we are in a partnership with *Nationale Nederlanden*, we also follow their guidelines. Further information on this can be found at [abnamro.nl/klantgericht-verzekeren](https://abnamro.nl/klantgericht-verzekeren). After carrying out an investigation, we will make a decision. We may, for example, choose to terminate the insurance immediately and/or refuse to pay out.

Furthermore, we may decide to reclaim benefits and recover investigation costs. We can also report the matter to the police.

### List of definitions

#### Act of war

Is organised violence such as:

- **Armed conflict:** any situation in which states or other organised parties combat each other, or at least the one the other, with the use of military force. Armed conflict is deemed to include the armed action by a Peacekeeping Force of the United Nations.
- **Civil war:** a more or less organised violent struggle between residents of the same state involving a significant proportion of its inhabitants.
- **Insurrection:** organised violent resistance within a state directed against the public authorities.
- **Domestic disturbances:** more or less organised acts of violence, occurring in different places within a state.
- **Riots:** a more or less organised local violent movement directed against the public authorities.
- **Mutiny:** a more or less organised violent movement of members of the armed force directed against the authority under which they fall.

#### Card

Is a credit card issued by International Card Services, like the ABN AMRO Gold Card and the ABN AMRO MeesPierson Gold Card.

#### Damage

Is tangible damage to or loss of a rental car.

#### Event

Is an incident. We regard multiple incidents with the same cause as a single event.

#### Fraud

Is obtaining an unlawful advantage through deliberate deception, whereby matters are presented as different than they actually are.

All these measures ensure that you do not end up paying unnecessary contributions because others are misusing their insurance.

### External processing of personal data at Stichting CIS

In order to pursue a responsible policy for acceptance, risk and fraud, we may have access to and record data about you and your insurance policies in the Central Information System (CIS) of insurance companies operating in the Netherlands, Stichting CIS. The purpose of the processing of personal data by Stichting CIS is to manage risks and combat fraud for insurers and authorised agents. You can find more information about their privacy rules on Stichting CIS’ website. Website: [stichtingcis.nl](https://stichtingcis.nl).

### Sanctions legislation and regulations

At times we are prohibited from entering into an insurance policy with you. This is due to national and international (sanctions) regulations. The insurance policy will not be issued if you or any other interested party is included on a national or international sanctions list. We will check this in retrospect. This is why we apply a “condition precedent”. The condition precedent is: “The agreement will come into effect only if a review does not reveal that it is prohibited, under sanctions legislation or regulations, to provide financial services to or for the benefit of: the policyholder, insured persons, co-insured persons and other natural persons and legal entities who could benefit from the existence of the agreement; representatives and holders of powers of attorney for the policyholder’s business; ultimate beneficial owners of the policyholder’s business”.

### Dutch law

This insurance is governed by Dutch law. If a dispute leads to court proceedings, the dispute will be brought before a Dutch court.



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| <b>ICS</b>                                                      | Is International Card Services B.V., trading under the name International Card Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Intoxicating substance</b>                                   | Is a substance that impairs a person's ability to think or act as clearly as they would without it.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Malicious intent</b>                                         | <p>Is an action in which <i>you</i> act or fail to act, either as an individual or as part of a group of people:</p> <ul style="list-style-type: none"><li>• With the aim of causing <i>damage</i>.</li><li>• Even if the intention is not to cause <i>damage</i>, the action is sure to result in <i>damage</i>.</li><li>• Even if the intention is not to cause <i>damage</i>, but it is accepted that the action may result in <i>damage</i>.</li></ul> <p>This action is socially unacceptable and/or criminal and is objectively inferred from facts, circumstances and behaviour from the perspective of a neutral observer. By <i>malicious intent</i>, we mean, in any <i>event</i>:</p> <ul style="list-style-type: none"><li>• Arson, destruction and <i>damage</i>.</li><li>• Extortion, <i>fraud</i>, swindling, threats, robbery, embezzlement, theft and burglary. This also applies if any of the above takes place digitally.</li><li>• Excessive use of drugs, medicines, alcohol and narcotic substances, to the extent that one is no longer able to exercise free will.</li><li>• Assault, battery, voluntary manslaughter and murder.</li></ul> |
| <b>Nationale Nederlanden</b>                                    | Is NN Group N.V., of which we are a part.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Natural disaster</b>                                         | Is an avalanche, flood, snowdrift, earthquake, forest fire, tsunami, volcanic eruption or cyclone (wind force 12 or higher).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Nuclear reaction</b>                                         | Is a <i>nuclear reaction</i> in which energy is released, such as nuclear fusion, nuclear fission or radioactivity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Off-road driving</b>                                         | Is driving a <i>rental car</i> on unpaved surfaces such as sand, mud, earth, gravel, rocks, snow or riverbeds, rather than on normal, paved roads.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Race</b>                                                     | Is a <i>race</i> involving a <i>rental car</i> in which speed, consistency and/or agility are key.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Rental car</b>                                               | Is a passenger car that has been leased by you and for which the lease has been paid in full using the <i>Card</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Spontaneous failure</b>                                      | Is <i>damage</i> that is not caused by an external event, but by a characteristic or defect of the <i>item</i> itself. By <i>spontaneous failure</i> , we also mean a short circuit or overheating.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Terrorism</b>                                                | Is a malicious contamination or the taking of preventive measures as described in the "Terrorism Cover Clauses Sheet". This clauses sheet is available at <a href="https://icscards.nl/abnamrogb/conditions">icscards.nl/abnamrogb/conditions</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Verbond van Verzekeraars</b> (Dutch Association of Insurers) | Is a trade association representing insurers. See also <a href="https://verzekeraars.nl">verzekeraars.nl</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Wear and tear</b>                                            | Is <i>damage</i> or deterioration that occurs gradually as a result of continuous use or exposure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You</b>                                                      | Is the Cardholder registered with International Card Services in accordance with the applicable terms and conditions of the <i>Card</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>We</b>                                                       | Is ABN AMRO Schadeverzekering N.V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |