

The English text is an information translation; for your convenience only. Only the Dutch version of the policy, clauses and Terms and Conditions apply to your insurance.



# PRODUCT TERMS AND CONDITIONS COMPANY CAR INSURANCE OF ING 02

11/2025

## Welcome to the Company Car Insurance of ING from Allianz Direct

Our conditions are fair, clear, and as concise as possible. Without difficult words, because we don't like them either. We have general and product conditions. Here you will find the product conditions for your car insurance. There may also be additional conditions on your policy document. If these product terms and conditions contradict the general terms and conditions, then the product terms and conditions will apply.

## Collaboration between ING and Allianz Direct

The company car insurance you can take out through ING is a product of the insurer Allianz Direct. ING is your intermediary. For you, this means that your premium is collected by Allianz Direct. Any compensation for damages will also be paid by Allianz Direct. Payments are collected and/or paid from a German bank account of Allianz Direct.

## Who are we?

You take out this van insurance with Allianz Direct Versicherungs-AG, Dutch branch. Our office is located at Coolsingel 120, Rotterdam. We are registered with the Dutch Chamber of Commerce (KvK) under number 82940533 and with the Authority for the Financial Markets (AFM) under number 12048349.

## What is included in these product terms and conditions?

In these product conditions, you will find the special agreements regarding your car insurance. The general agreements that apply to all insurances you have taken out with us can be found in the general conditions, which are located under the product conditions.

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## OUR CAR INSURANCE

On the policy document, you will find which car you have insured, how long your insurance lasts, how much premium you pay, and which coverage you have chosen. It also states who you have designated as the regular driver of the car. **Please note:** only the chosen coverages listed on your policy document apply. Therefore, check carefully whether the information on your policy document is correct. The insurance also applies to the replacement car you receive from us. But only if it is not already insured elsewhere.

In these product conditions and the general conditions, we refer to the insured as 'you' or 'your' and refer to Allianz Direct as 'we', 'us', or 'our'.

### Who is insured?

Insured are:

- The policyholder, which is the (legal) person who takes out the insurance and who is the owner or holder of the car. The policyholder is listed on the policy document;
- The regular driver listed on the policy document. Note: if you have designated yourself as the regular driver of the car, but someone else (for example, an employee) is the regular driver of the car, you must inform us in advance, otherwise, you will not have coverage under your car insurance;
- The employer of the aforementioned persons, if they are liable under civil law for the damage they have caused;
- A (legal) person who is the owner or holder of the car and has a business relationship with the policyholder, such as a leasing company, repairer, or sister company.
- Anyone riding in the insured car;
- The person who drives your car with your permission.

### Where are you insured?

You are insured in the countries listed on your green card (the International Motor Vehicle Insurance Certificate). Except in the countries that are crossed out.

### In which situations are you not insured?

In the following situations, you are not insured. It does not matter whether the damage was caused or arose from that situation. If we have already paid the damage or helped you, you must repay what we have compensated and the costs we have incurred. **Please note:** the general conditions also contain general exclusions that also apply.

#### Explanation

#### Alcohol, medication, drugs, and other prohibited substances\*

You are never insured and receive no assistance if you or the person driving your car consumed more alcohol, medication, drugs, or other prohibited substances than allowed by law and/or the medical specialist to safely drive the car. Also, if you or the driver do not cooperate with a breath or urine test or blood test. Or if the test could not be performed because the person drove away after a collision or arrest.

#### Not allowed to drive\*

You are never insured and receive no assistance if you or the person driving your car is not allowed to drive. Because, for example, they did not have a valid driver's license, did not have the correct driver's license, or were not authorized to drive (due to a driving ban). You are also not insured if the supervisor of the regular driver does not comply with the rules for 2toDrive (accompanied driving).

**Use of the car\***

You are never insured and receive no assistance if you or the person driving your car uses the car for:

- (participation in or preparation for) races, competitions, driving on a (street) circuit, carbage run, rallies, and similar activities (such as driving on the Nürburgring, even if it is open to tourists (the so-called tourist drives));
- rental or leasing;
- driving lessons, courier services, passenger or goods transport for payment;
- criminal or punishable activities.

**License plate not in name**

You are never insured and receive no assistance if the car is not registered in the name of the policyholder, the legal representative, or a leasing company.

**No valid registration certificate**

You are never insured if you do not have a valid registration certificate from the Rijksdienst voor het Wegverkeer (RDW).

**Maintenance of car and/or trailer**

You are never insured for damage that occurred because you did not, did not timely, or did not expertly maintain your car or trailer (for example, if you do not have the APK performed on time, your tire profile is below the legal minimum, or you ignore a warning light). Additionally, you do not receive compensation for the costs of normal maintenance or normal wear and tear.

**Car less valuable after repair**

You are never insured for damage because your car is less valuable after repair.

**Damage because you cannot use the car**

You are never insured for consequential damage because you cannot use the car.

**\*Note:** Was someone else driving without your knowledge or against your will? And could you do nothing about it? If you can prove this, we will pay and recover the damage from the driver.

## Start and end of our car insurance

Our car insurance can be canceled daily, which you can easily and quickly arrange online. The general conditions also include an article on 'start and end of insurance'. If the conditions below and the general conditions contradict each other, the conditions below take precedence.

- You can cancel daily and temporarily suspend (pause). The cancellation date or suspension date is in the future. Suspension can be for a maximum of 6 months per year. **Note:** during this period, you are not insured.
- If you have a release certificate, you can cancel the insurance up to 14 days after the sale/total loss of your car per release date.
- If you have canceled the insurance, you can only take out a new insurance with us for the same car after 2 months.
- If you report that you have a new license plate, we will change the license plate on your insurance, and the insurance on the old license plate will be replaced by the insurance on the new license plate.
- With a license plate change, the insurance of the previous car automatically stops.

### We can also terminate the car insurance mid-term

- If your actual claim-free years are different from the claim-free years you have provided. And if we would not insure your car with the actual claim-free years.
- If your car is abroad for more than half of the year or has received a foreign license plate.
- If the car is no longer registered in the name of the policyholder, the legal representative, or the leasing company, or if the policyholder is no longer the holder of the car.

## 1. Assistance with damage

You can rely on this assistance in case of damage. **Note:** this does not apply to breakdowns, as you can take out a separate roadside assistance insurance for that.

### Contact:

- Our Alarm Center is available 24/7 at **010 899 8088**. You must request permission from the Alarm Center for assistance. Tip: save this number in your phone!

### Allianz Direct repair network:

We have collaborations with repairers (Topherstel) who can quickly and expertly repair your damage, and they have locations throughout the Netherlands. So there is always one nearby.

- Your car is repaired according to the manufacturer's guidelines.
- The factory warranty remains valid, and you receive a 4-year warranty from the repairer on the repair.
- Your car is cleaned inside and out, except in the case of glass damage.
- The invoice often goes directly to us.

**Note:** This coverage only applies if you have chosen the Limited Casco or Allrisk coverage. If you are only insured for WA or if the (cause of the) damage is not covered by your insurance, you can still take advantage of the service & repair benefits at our repairers. But you will have to pay the bill yourself to the repairer.

### Transport, pick-up and drop-off service within the Netherlands

- Can you still drive the car? Then you may choose whether you bring the car to our repairer in the Netherlands yourself or whether they come to pick up the car from you. This only applies to body damage, not to glass damage.
- Does the driver become ill during the trip? Or can the driver no longer drive due to a traffic accident? And can or may no one else drive? Or can you no longer continue driving due to fire or another external cause? Then we transport the car to a repairer of your choice in the Netherlands. We may store the car until transport is possible.
- Do you have a dead battery due to an external cause? Then we transport your car to the nearest repairer. For electric cars, we also offer assistance in case of a dead battery. We will take you to the nearest charging point to charge the car's battery. If you already have the right to assistance for a dead battery in another way, then you do not have the right to this service from us.
- If necessary, we also transport you, your passengers, and luggage to one joint home address in the Netherlands or the nearest address of choice to continue the journey. If that is not possible on the same day, we can arrange one hotel overnight stay (without breakfast) if necessary (max. €100 per person).
- If you have damage more than 50 km from your home or residence address, we can also arrange a hotel overnight stay (without breakfast) during the repair if necessary (max. 3 nights, max. €100 per person per night). We also arrange transportation to and from the hotel.
- We arrange transportation for picking up the repaired car, or you can use the pick-up and drop-off service by our repairer (in the Netherlands).

### In case of damage abroad, we also offer this assistance:

- We will transport your car to one of our repairers in the Netherlands if emergency repair abroad is not possible within 10 working days.
- If cost of retrieving your car exceeds its value in the Netherlands, we may choose to leave the van abroad. In that case, we will pay the costs for import and dismantling in the country where the damage occurred.

## Replacement car in case of damage

- If you have your car repaired in the Netherlands by our repairers, you can choose an available replacement car in the Netherlands during the repair of your car. This does not apply if you only have glass damage. The replacement car can be picked up during office hours. You can also choose the pick-up and drop-off service by our repairer.
- Abroad, you can choose a replacement car during the (emergency) repair of your car (max. 15 days). We arrange transportation to pick up and return the replacement car. Instead of a replacement car, you can also choose a compensation of €30 per day during the repair for the travel costs incurred. A combination of a replacement car and daily compensation is not possible.
- If you have the right to replacement transport through another contract with your car, that arrangement takes precedence, and you do not have the right to replacement transport through Allianz Direct.

**Note: the replacement car may be different from your own car.**

## Assistance with claims for damages (recovery service)

Have others in traffic caused damage to your car, the driver, and/or passengers of your car, and are they liable for it? And are you not insured with Allianz Direct for this damage? And also not insured for (traffic) legal assistance? Maybe we can still help you with recovering your damage. Due to our good contacts with the professionals of DAS Legal Services, we can put you in contact with them in certain cases. They will then look at the possibilities for recovery in your situation and may be able to assist you.

Want to know more? First, contact Allianz Direct. DAS Legal Services B.V. is located in Amsterdam and is registered with the KvK Amsterdam under number 34383906.

**Please note:** We only put you in contact with DAS Legal Services. If you want to use the (recovery) services of DAS Legal Services, you must enter into a contract with them yourself. In some cases, costs are involved. If this is the case for you, DAS Legal Services will inform you in advance.

## 2. Third-Party Liability

Every car owner or holder with a Dutch license plate must be insured for Third-Party Liability (WA) according to Dutch law. Our insurance meets the requirements of the Motor Vehicle Liability Insurance Act (WAM). You are insured for damage to others caused by or through the car due to the following events for which you are liable.

By damage to others, we mean damage to people's property or personal injury to people. We also mean the costs that are the direct result of damage to property or people.



### This is insured

Damage caused by or through your car to others.

Damage to others caused by cargo falling from your car or trailer during transport.

Damage caused by your car to another car or detached trailer of yourself. We only pay if this damage is not already insured with another insurer.

Damage caused by the trailer attached to your car to others. If the trailer has come loose or been detached, we also pay damage to others caused by the trailer while it is still driving in traffic.

Personal injury to passengers in your car, but only if the driver of your car is at fault.

Damage to the upholstery of your car that is a direct result of transporting injured persons after a traffic accident.

The cleanup costs of environmental damage caused by or through your car in a traffic accident.



### This is not insured

Damage to the driver of your car and his belongings. You can take out passenger insurance for this.

Damage during loading and unloading.

Damage to your own car and the trailer attached to it.

Damage to items you transported in, on, or attached to your car and/or trailer.

- Damage to the belongings of passengers in your car.
- Personal injury to passengers if the driver is not at fault. You can take out passenger insurance for this.



**Maximum compensation:** This is stated on your policy document.

**Details:** If the WAM (Motor Vehicle Liability Act) prescribes higher amounts, these higher amounts apply.

**Extras:**

- If you have to pay a deposit abroad due to an insured event, we advance a maximum of €120,000 as a deposit to a competent government agency. You must repay this to us no later than 1 year after we have advanced it.
- We help you if you are held liable for an event covered by your insurance.

See article 6 of these product conditions for further explanation of the impact of damage on your claim-free years and your premium. In article 3 of the general conditions, you can read the general exclusions. These also apply.

### 3. Limited Casco

With Limited Casco, you are insured for Third-Party Liability and for damage to your car caused by sudden and unforeseen events. Below you can read which events.



#### This is insured

Damage directly caused by: hail, storm (minimum wind force 7, wind speed at least 14 meters per second based on KNMI wind maps), hurricane, tornado, flooding, lightning strike, landslide, mudflow, avalanches, earthquake, and volcanic eruption.

Damage directly caused by fire, explosion, and short circuit.

Damage caused directly by:

- Theft.
- (Attempted) burglary.
- Scam and robbery.
- Embezzlement: someone borrowed your car with your permission and didn't return it.
- Joyriding: someone drives your car without your permission even though they don't want to keep your car.

Stolen car key.

Replacement and repair of broken and cracked windows and the sunroof window. And damage caused by glass shards from the car window to luggage in your car up to €500.

Damage directly caused by a collision with a stray animal or by gnawing by a wild (rodent) animal.

Damage directly caused by transport, riots, and aircraft.



#### This is not insured

Damage to your own car due to an accident or parking damage.

Damage due to vandalism. By vandalism, we mean intentional damage by a third party.

- Damage if the car was not locked, the keys were in the car, or the windows were not properly closed;
- Damage if the car does not have the correct alarm or security system. **Note:** if your car must have a certain class alarm or security system, this is stated on your policy document\*;
- If you do not provide us with the keys, registration certificate, and ownership certificate.

- Lost car key.

- Damage if you did not immediately have the locks replaced when your keys were stolen and did not report the theft to the police within 24 hours.

Window and/or sunroof window damage if you also have other damage to your car due to the same uninsured event.

Damage due to a collision with a dead animal or by swerving to avoid an animal.

Damage during towing or lifting.

\*Is the required security not yet installed in the car on the start date of the insurance? Then the car is only insured for damage due to burglary, theft, and/or joyriding, or an attempt thereof, for the first 30 days of the insurance. These 30 days only apply from the start date in the first insurance year, not upon renewal of the policy.

**Extras:**

- Replacement car in case of total loss: max. 15 days
- Replacement car in case of theft: until your own car has been found, but up to 30 days.
- If you are already entitled to a replacement car (for example through your lease contract), then you are not entitled to a replacement car from us.

Instead of a replacement car, you can also opt for a reimbursement of € 30 per day for the travel costs incurred during the above period that applies to you. A combination of a replacement car and daily reimbursement is not possible. The reimbursement of €30 per day for travel costs does not apply to lease cars if you are already entitled to a replacement car.

See article 6 of these product conditions for further explanation of the impact of damage on your claim-free years and your premium. In article 3 of the general conditions, you can read the general exclusions. These also apply.

## 4. Comprehensive Cover

With Comprehensive cover (All Risk), you are insured for Third-Party Liability and for damage to your car caused by certain events. Below you can read which events.



### This is insured

Damage directly caused by: hail, storm (minimum wind force 7, wind speed at least 14 meters per second based on KNMI wind maps), hurricane, tornado, flooding, lightning strike, landslide, mudflow, avalanches, earthquake, and volcanic eruption.

Damage directly caused by fire, explosion, and short circuit.

Damage caused directly by:

- Theft.
- (Attempted) burglary.
- Scam and robbery.
- Embezzlement: someone borrowed your car with your permission and didn't return it.
- Joyriding: someone drives your car without your permission even though they don't want to keep your car.

Stolen car key.

Replacement and repair of broken and cracked windows and the sunroof window. And damage caused by glass shards from the car window to luggage in your car up to €500.

Damage directly caused by a collision with a stray animal or by gnawing by a wild (rodent) animal.

Damage directly caused by transport, riots, and aircraft.

Damage to your own car due to a collision, impact or accident, skidding, overturning, going off the road or entering the water, even if this is your own fault.

Parking damage

Damage due to vandalism:

- Someone intentionally damages your car.
- A hacker attack directly on your car.



### This is not insured

- Damage if the car was not locked, the keys were in the car, or the windows were not properly closed;
- Damage if the car does not have the correct alarm or security system. **Note:** if your car must have a certain class alarm or security system, this is stated on your policy document\*;
- If you do not provide us with the keys, registration certificate, and ownership certificate.

- Lost car key.
- Damage if you did not immediately have the locks replaced when your keys were stolen and did not report the theft to the police within 24 hours.

A hacker attack on the server or digital platform that communicates with your car, and this attack causes damage to your car.

\*Is the required security not yet installed in the car on the start date of the insurance? Then the car is only insured for damage due to burglary, theft, and/or joyriding, or an attempt thereof, for the first 30 days of the insurance. These 30 days only apply from the start date in the first insurance year, not upon renewal of the policy.

**Extras:**

- We do our best to recover the damage to your car if someone else caused the damage and there is a reasonable chance of success. If it succeeds in recovering your damage, it will not affect your claim-free years.
- Replacement car in case of total loss: max. 15 days.
- Replacement car in case of theft: until your own car is found, max. 30 days.
- If you already have the right to a replacement car in another way (for example, through your lease contract), then you do not have the right to a replacement car with us.

Instead of a replacement car, you can also choose a compensation of €30 per day for the travel costs incurred during the above period that applies to you. A combination of a replacement car and daily compensation is not possible. The compensation of €30 per day for the travel costs incurred does not apply to lease cars when you already have the right to a replacement car in another way.

See article 6 of these product conditions for further explanation of the impact of damage on your claim-free years and your premium. In article 3 of the general conditions, you can read the general exclusions. These also apply.

## 5. Repair and payment for damage

Below you can read what we reimburse if you have damage that is insured under the Limited Casco or Comprehensive coverage.

### Payment in case of damage

If you have damage to your own car, we reimburse the repair by a repair company we collaborate with in the Netherlands (Topherstel). Note: If you have the damage repaired by a repairer we do not collaborate with, we pay €250 less for glass damage and €500 less for body damage or window replacement. This does not apply to emergency repairs abroad. You must pay the costs for emergency repair directly to the repairer and advance the other costs. You can then submit them to us.

You can also choose to take out coverage for Free Repair Choice. This will be stated on your policy document. In many cases, you may then choose which repairer you go to. Below we explain when you need to pay extra for insured damage.

Type of damage	Collision damage (chosen deductible applicable)		Window damage (no deductible)		
	Repair by Topherstel	Other repairer	Autotaalglas, Carglass, Schadenet	Brand dealer, BOVAG or Focwa	Other repairer
No free choice of repair coverage	100% compensation	€ 500 personal contribution	100% compensation	Window repair: € 250 personal contribution  Window replacement: € 500 personal contribution	No compensation   Window repair: € 250 personal contribution  Window replacement: € 500 personal contribution
Free choice of repair included	100% compensation	100% compensation	100% compensation	100% compensation	Window repair: € 250 personal contribution  Window replacement: € 500 personal contribution

**Please note:** Your policy document states which (voluntary) deductible applies. You have chosen this deductible yourself and it is always deducted, even if you have to pay an own contribution. The deductible and the own contribution apply alongside each other. Example: you have chosen a €250 deductible and no coverage for free repair choice. You have the body damage repaired by a repairer we do not collaborate with for €1,500. You must then pay an amount of €500 own contribution to that repairer. You advance the remaining amount of €1,000 to that repairer and then submit the invoice to us. The chosen deductible of €250 is deducted from the remaining amount (€1,000), so you ultimately receive a damage payout of €750 from us.

### Maximum compensation per damage

- We never reimburse more than the repair costs of a repair company in the Netherlands. Except for emergency repairs abroad.
- In principle, never more than the day value (which is the sale value just before the damage). If you are entitled to the new value or purchase value arrangement, this amount may be higher.
- If the repair of your car costs less than the difference between the day value of your car minus the residual value, we pay the repair costs reduced by the deductible you have chosen. If you do not have the body damage repaired, we deduct the deductible from your reimbursement. If you do not have the glass damage repaired, you will not receive reimbursement.
- For accessories, a maximum of €5,000 including VAT. By this, we mean all things that were not installed in the factory on or in your car but do belong to your car (for example, a charging cable or tow bar). If your accessories are less than one year old at the time of damage, we pay the new value. After that, we look at what your accessories were worth before the damage (day value).

Within the maximum reimbursement of €5,000 including VAT, a maximum reimbursement applies for image, sound, and navigation equipment of €500 including VAT. There is also a maximum reimbursement for lettering and wrapping of €500 including VAT. Important: in the case of car wrapping, color difference after repair is not insured.

**Please note:** For equipment that was installed in the car later, you must send us the purchase invoice for this equipment in the event of damage. Not able to provide this? We can then choose to pay less or nothing in the event of damage. We do not consider accessories that can be used outside your car (such as mobile navigation or telephone) as accessories.

## Loss adjuster

We may ask an expert to determine what your damage is. If you do not agree with the amount of damage determined by our expert and would like to engage an expert yourself, please let us know. In that case, we will pay the reasonable costs of your expert. Can our loss adjusters not agree on the amount of the damage? Then they will jointly appoint a third assessor to definitively determine the amount of the damage, and both you and we must adhere to their assessment. We may also settle the damage directly with someone else on your behalf. For example, if the person has suffered damage as a result of a collision with your car or if he has caused the damage to your car.

## Your car is total loss

- If the repair of your car costs more than the difference between the day value of your car minus the residual value, or if your car cannot be repaired at all, your car is total loss. We pay the day value of your car minus the residual value. We look at what it costs to buy a car of the same type, age, and condition as the car you had just before the damage. We deduct the amount that the remainder of your car is still worth (residual value). The company that disposes of your car pays you the residual value.
- We only pay your damage compensation once you transfer the ownership rights of your car to us or a company chosen by us. You must also provide (all parts of) the registration certificate, the ownership certificate, the transfer certificate (if applicable), and all keys to us or that company.

## Your car has been stolen

Good to know: most stolen cars are found within a week. After that, the chance of finding them is much smaller.

- If your car is found within 30 days after the theft, you must take the car back. If your car is damaged due to the theft, you will be reimbursed for the repair costs according to the damage compensation agreements in the conditions.
- If your car is not found after 30 days after the theft, we reimburse the value of the car. We only pay your damage compensation once you transfer the ownership rights of your car to us. You must also provide (all parts of) the registration certificate, the ownership certificate, the transfer certificate (if applicable), and all keys to us.
- If your car is found after 30 days after the theft, you may take the car back. You then repay the amount we have paid out. If your car is damaged due to the theft and you have taken the car back, you will be reimbursed for the damage to the car or repair costs according to the damage compensation agreements in the conditions.

## The value of your car

Is your car total loss? Then you get the value of your car minus the residual value. Has your car been stolen? Then you get back the value of your car. To determine the value, we look at the ANWB/BOVAG price list and the current value as standard. We assume the highest value. For cars that have been imported, we only look at the current value. An imported car is one you have purchased abroad or that has been imported from abroad.

Sometimes we determine the value of the car differently.

### Is your car up to 1 year old?

We then use the new value of the car for the first 12 months of your insurance and until the car is 1 year old. By new value we mean the price of a new car of the same make and type and in the same version as your insured car. You must comply with the following rules:

- You are the 1st owner.
- The car is not an import car.

Maximum compensation: **€200,000** including VAT.

Is your car older than 1 but not older than 6 years?

We assume the purchase value for the first 12 months of your insurance and until the car is 6 years old. By purchase value, we mean the price you paid for your car. You must comply with the following rules:

- Your car is up to 6 years old.
- Your car is not an import car.
- Your car was new when the Dutch registration certificate was issued.
- You purchased your car up to 1 year ago.
- You purchased the car from a BOVAG or brand dealer.

Maximum compensation: **€100,000** including VAT. If the current value of the car is more than €100,000 including VAT, we will pay the current value.

	First year of insurance	After the first year
<b>Car age is max. 12 months</b>	New value of the car	Highest car value: ANWB/BOVAG price list or current value
<b>Car age is max. 6 years</b>	Purchase value of the car	Highest car value: ANWB/BOVAG price list or current value



## 6. Claim-free years

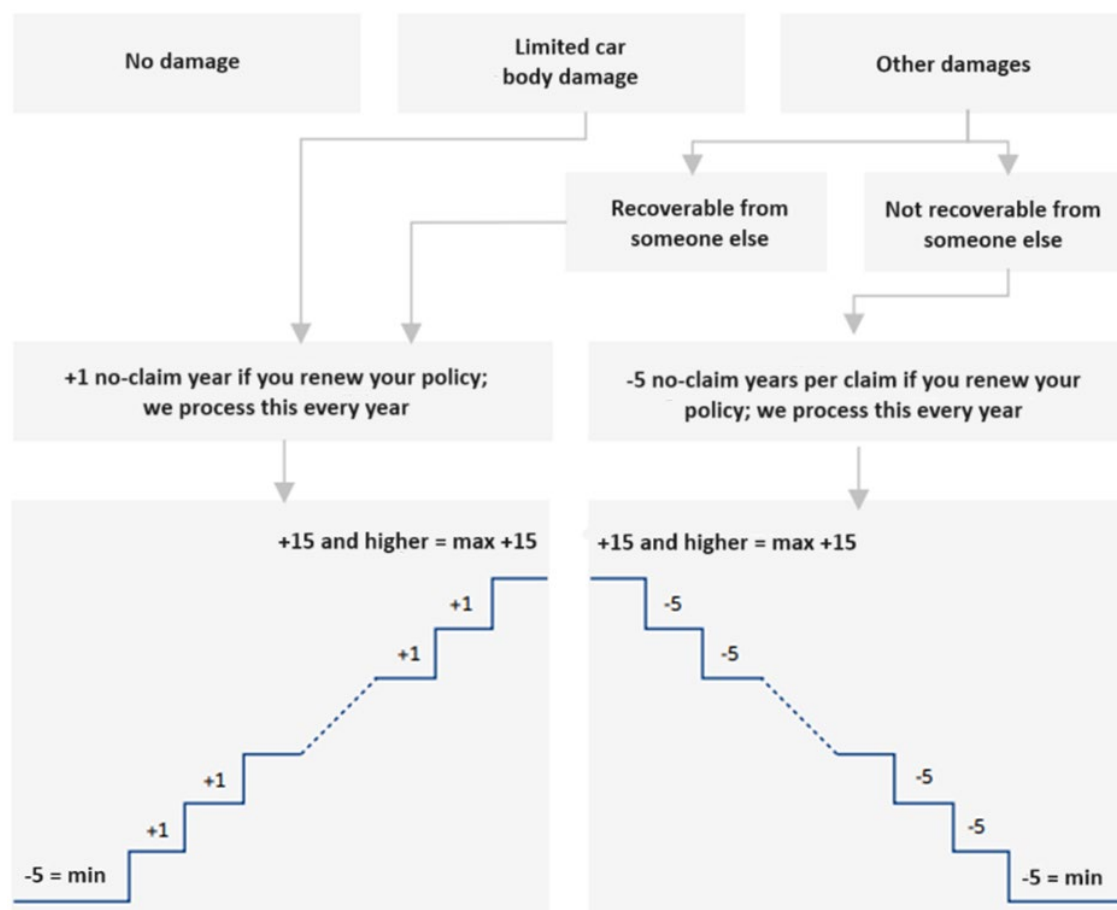
With the claim-free years you have built up, you receive a discount on your premium. This is already included in the premium. When applying for your insurance, we ask how many claim-free years you have. We check this afterwards in the national system Roy-data. We are required to use the claim-free years we find in the name of the company or in your name (if you have a sole proprietorship).

If your company or your name has positive and negative claim-free years, we may choose to use the negative claim-free years because the risk for us is greater when you have both positive and negative claim-free years. You start with 0 claim-free years if this is your first car insurance or if you have not had a car for a long time. You must inform us no later than the last day of the first insurance year if the claim-free years have changed in Roy-data by your previous insurer. If you do this later, we do not adjust your premium retroactively, but from that moment.

You can also prove your claim-free years with a lease statement or a statement from abroad (only Europe (EU) and Caribbean Netherlands). This must not be older than 3 years compared to the start date of your insurance. For every damage we pay for you, you fall back by 5 claim-free years. Note: this is not the case with limited casco damage or damage we can recover (paid by someone else). If you have had no damage for the entire year, you receive 1 claim-free year.

All insurers in the Netherlands have agreed that we calculate the advantage with a minimum of -5 and a maximum of 15 claim-free years. You may have built up more claim-free years, but you do not receive more advantage. We do this because otherwise the premium income for us is not enough to pay all damages.

For example, if you have 20 claim-free years at the time of damage, you fall back to 10 claim-free years just like with 15 claim-free years.



#### Calculation examples:

- 12 claim-free years.  
Fallback = 12 minus 5 claim-free years = 7 claim-free years.
- 20 claim-free years.  
Fallback is 15 minus 5 = 10 claim-free years.
- 3 claim-free years.  
Fallback is 3 minus 5 = -2 claim-free years.

#### Sometimes it is cheaper to pay for damage yourself

If you claim damage with us, it costs you claim-free years and you pay more premium. Sometimes it is cheaper to pay for small damage yourself. We can help you make that decision. Have you already reported your damage to us? Then you can also repay the damage within 12 months after we have paid the damage for you. You then get back the claim-free years that we also process in your premium.

#### Do you end your car insurance?

Then we record the claim-free years applicable at that time in Roy-data. If you take out a new car insurance with us within 5 years, we look back in Roy-data for up to 5 years for claim-free years and take over that value. If you take out a new car insurance with us after 5 years, the claim-free years recorded in Roy-data expire, and you start again with 0 claim-free years.

## 7. Our supplementary insurances

Your policy document states which supplementary insurances you have chosen and apply. Note: the general exclusions mentioned in these conditions also apply to these coverages.

### Extended new price value

By new value, we mean the price of a new car of the same brand and type and in the same version as your insured car. When you have settled the VAT, we assume the new value excluding VAT.



#### This is insured

Compensation of new value for 3 years (2 years extra on top of the standard arrangement of 12 months new value).



#### This is not insured

- If you are not the first owner of the car;
- If it is a demo car (show model) that is older than 3 months;
- If you bought your car abroad or it was imported from abroad (import car);
- If you did not buy your car from a BOVAG or brand dealer;
- Accessories are not covered by the Extended new price value.

Maximum compensation: € 200,000 including VAT.

**Details:** You can only take out this coverage within 1 year after purchasing your car and when the original new value was no more than €200,000 including VAT. The coverage automatically expires 3 years after the start of this additional insurance. **Note:** you must provide us with the original purchase invoice when submitting your damage claim.

### Extended purchase price value

By purchase value, we mean the price you paid for your car. When you have settled the VAT, we assume the purchase value excluding VAT.



#### This is insured

Compensation of the purchase value for 3 years (2 years extra on top of the standard arrangement of 12 months purchase value).



#### This is not insured

- If your car is older than 8 years;
- If you bought your car abroad or it was imported from abroad (import car);
- If you did not buy your car from a BOVAG or brand dealer;
- Accessories are not covered by the Extended purchase price value.

Maximum compensation: € 100,000 including VAT.

**Details:** You can only take out this coverage within 1 year after purchasing your car and when the original new value was no more than €100,000 including VAT. The coverage automatically expires 3 years after the start of this insurance. **Note:** you must provide us with the original purchase invoice when submitting your damage claim.

## Free choice of repair

Normally, you must go to our repairers to repair the damage to your car. If you do not do this, we pay €250 less for glass repair and €500 less for other damages. With this additional insurance, you may choose a repairer yourself.



### This is insured

You choose a damage repairer yourself and do not have to pay the first €500 or €250 for window repairs yourself.



### This is not insured

Glass replacement and repair at a repairer who is not a brand dealer or not affiliated with BOVAG or Focwa. Then you still pay the own contribution of €500 for glass replacement or €250 for glass repair.

**Details:** You pay the deductible you have chosen yourself directly to the repairer. The glass may only be replaced if it is really necessary.

## Passenger insurance

Passengers include the driver and passengers in your car at the time of the traffic accident.



### This is insured

- Personal injury to the passengers in your car due to a traffic accident with your car.
- Damage to belongings (such as a bag or a laptop) of the passengers in your car due to a traffic accident with your car.
- Personal injury to the passengers when these persons get in or out of the car, repair or check the car or when they provide first aid in the event of an accident.



### This is not insured

- Any person who does not wear a seat belt during the traffic accident will receive 25% less compensation.
- Loss of income that the passenger in your car has not reported to the tax authorities (undeclared work).

**Maximum compensation:** € 1,000,000 per event. We determine how much we pay and to whom we pay according to the rules in Book 6 of the Civil Code. If the damage is higher than the maximum reimbursement per event, the reimbursement is distributed among the passengers based on the extent of their damage.

**Details:** To determine damage to the passengers, you have the right to engage a representative. We reimburse the costs of this if they meet the requirements of the law (article 6:96 BW). This means that the costs must be reasonable. To determine this, we look at, for example, the work and the hourly rate. We will apply the BKB scheme (Buitengerechtelijke Kosten Belangenbehartigers) or a subsequent scheme thereof. The costs are reimbursed including VAT, if necessary.

## Traffic legal aid

With the traffic legal assistance insurance, you receive legal advice and assistance from the Dutch Legal Assistance Foundation (Nederlandse Rechtsbijstand Stichting (NRS)). NRS has its office in Rotterdam and is registered with the KVK Rotterdam under number 41128224. You are insured worldwide in case of a conflict as a traffic participant or as the owner of a vehicle.



### This is insured

Legal assistance in case of damage and injury that occurred in traffic with or without a vehicle (road, air, rail, and water traffic) if someone else must pay after a traffic accident or according to the law.

Insured are:

- The regular driver listed on the policy (or of the replacement car).
- Everyone riding in the insured car.
- The survivors of the driver and passengers.
- The owner of the replacement car. This only applies to him if he has damage to his car due to an accident and needs help to recover the damage from someone else.
- The owner of the trailer used by the driver. This only applies to him if he has damage to his car due to an accident and needs help to recover the damage from someone else.

In case of death of one of the insured persons, we provide assistance to the survivors to obtain compensation to which they are entitled according to the law. This can include maintenance costs and funeral costs.



### This is not insured

Legal help with criminal and disciplinary cases. If you are being prosecuted under criminal or disciplinary law, for example for culpable death or injury or for a traffic violation, you will then receive legal assistance in that criminal or disciplinary case.

- If you can or could have prevented a (criminal) case by paying an amount of money. For example, because you received a transaction or settlement proposal for a (traffic) offence
- If the law has been deliberately broken or a crime has been committed intentionally, for example, by using alcohol, drugs or medication or because the driver did not have a driver's license, you will not be entitled to assistance. You will receive legal assistance yourself if you were unaware of the infringement. However, this assistance will only cover the costs of a lawyer required for your defence in the criminal case, and only if the criminal case is insured according to these conditions.

#### **Legal assistance with disputes concerning:**

- Purchase, sale, repair, maintenance, towing, transport, or storage of your motor vehicle or (air) vessel with your official (brand) dealer. For a second-hand (air) vessel, we only help you if you bought it with a written guarantee. For a second-hand motor vehicle, we only help you if you bought it with a written guarantee from a brand dealer, BOVAG, or Focwa company.
- A rental or lease agreement for a vehicle or (air) vessel that you will use yourself.
- The recovery of a motor vehicle or (air) vessel in conflicts about ownership, possession, or seizure. Confiscation of your driver's license, but not if this happens in criminal proceedings.

#### **Maximum compensation**

- There is no maximum for the assistance of the legal specialists of NRS.
- €50,000 including VAT: legal costs, experts, and witnesses within the green card countries.
- €10,000 including VAT: legal costs, experts, and witnesses outside the green card countries.
- €7,500 including VAT: legal costs, experts, and witnesses in procedures where you are not required to hire a lawyer, but you choose to do so yourself.

We only reimburse these costs if they are reasonable and necessary. If more costs are incurred, you may have to pay them yourself. NRS pays a maximum of €1,000 including VAT if the perpetrator must pay but cannot.

**Details:** If you disagree with us about whether you can recover the damage from another party, we can ask a lawyer for advice at your request. You may choose the lawyer yourself. We pay the costs of the advice and handle your damage according to the lawyer's advice.

#### **This is never insured with traffic legal aid insurance:**

- Disputes that already exist or disputes the cause of which already existed when taking out this insurance.
- Costs that have been incurred without our permission.
- If you engage an external representative without consultation, your coverage will lapse.
- Disputes with us concerning this traffic insurance or your car insurance.
- If you operated a vehicle or (air) craft without being authorized or having permission to do so.
- If you rent or use your vehicle or (air)craft to transport people or things for a fee.
- If you use your vehicle or (air) craft for lessons or exams. Or for races, competitions or a (street) circuit.

## Roadside assistance

You receive roadside assistance in case of a mechanical or electronic malfunction of your car that prevents you from driving further. You also receive assistance:

- If you refuel with the wrong fuel. We do not pay the costs for pumping out and disposing of the fuel;
- If you have a flat tire;
- If you cannot access the vehicle due to defective or broken keys or when the keys are left in the vehicle. By keys, we also mean all other objects intended to access the vehicle;
- If the battery is dead due to leaving a power consumer of the vehicle on. As a result, your vehicle does not start. We ensure that you are taken to the nearest charging point to charge the car's battery. This also applies to electric cars.

Roadside assistance can consist of a service and/or reimbursement for necessary costs. Per situation, we will discuss with you how we can best help you. It is important to know that we only reimburse the extra costs. Costs you would normally incur, such as planned travel and accommodation costs, are not reimbursed. Examples of this are meals, but also the costs of fuel, parking fees, and the like. Costs incurred without our permission are also not insured.

### Please note:

- You are not insured on Vlieland and Schiermonnikoog.
- If your van is abroad for more than 180 consecutive days, you are not insured.
- The replacement van may be different from your own car.

Our alarm center is available 24/7 at: [020 592 9890](tel:020-592-9890).

## Roadside assistance in the Netherlands



### This is insured

We help you on-site and if possible within 60 minutes.

If it is not possible to help you on-site, we transport your car to a repairer nearby.

Storage of your car until transport is possible.



### This is not insured

Assistance needed because the vehicle cannot drive anymore due to:

- Freezing of the fuel;
- Lack of fuel;
- Loss or theft of keys.

You do not receive assistance:

If your car is poorly maintained, for example, no periodic maintenance, service intervals, and APK.

The costs of the parts and fluids needed for repair.

We arrange transportation of passengers and luggage to an address in the Netherlands. If the breakdown occurred in your hometown, we arrange transportation of passengers and luggage to an address in your hometown.

If it cannot be done on the same day, we can arrange one hotel overnight stay (without breakfast) if necessary (max. €100 per person per night).

In case of breakdown more than 50 km from your home or residence address, we can also arrange a hotel (without breakfast) during the repair if necessary (max. 3 nights, max. €100 per person per night). We also arrange transportation to the hotel.

If repair of your car is not possible on the same day, we reimburse a maximum of 30 days of replacement transport during the repair. Additionally, we reimburse the travel costs for transportation to and from the rental company.

Or you choose a reimbursement of a maximum of €30 per day for the travel costs incurred. A combination of replacement transport and reimbursement is not possible.

We reimburse the costs for picking up the repaired car.

- The costs of fuel, tolls, parking fees, fines, additional insurances, and extra costs due to not returning the replacement transport correctly.
- Costs for bringing and picking up the replacement transport by the rental company.

#### Roadside assistance in Europe (green card countries)



##### This is insured

We help you on-site and if possible within 60 minutes.

If it is not possible to help you on-site, we transport your car to a repairer nearby.

Storage of your car until transport is possible.

Sending parts for necessary repair.



##### This is not insured

Assistance needed because the vehicle cannot drive anymore due to:

- Freezing of the fuel;
- Lack of fuel;
- Loss or theft of keys.

You do not receive assistance:

- If your car is poorly maintained, for example, no periodic maintenance, service intervals, and APK.

The costs of the parts and fluids needed for repair.



We arrange transportation of passengers and luggage to an address in the Netherlands or the nearest address of choice to continue the journey. If the breakdown occurred in your hometown, we arrange transportation of passengers and luggage to an address in your hometown. If it cannot be done on the same day, we can arrange one hotel overnight stay (without breakfast) if necessary (max. €100 per person per night).

In case of breakdown more than 50 km from your home or residence address, we can also arrange a hotel (without breakfast) during the repair if necessary (max. 3 nights, max. €100 per person per night). We also arrange transportation to the hotel.

If same-day repair of your car is not possible, we will cover a replacement vehicle for up to 30 days during the repair. We will also reimburse travel costs to and from the rental company. Alternatively, you can choose a reimbursement of up to €30 per day for your travel expenses. A combination of replacement vehicle and this reimbursement is not possible.

- Fuel, tolls, parking fees, fines, additional insurance, or any extra costs resulting from not returning the replacement vehicle properly.
- The costs charged by the rental company for delivering and collecting the replacement vehicle.

If repair of your car is not possible in the foreign country within 10 working days, we bring your car to one of our repairers in the Netherlands.

If retrieving costs more than your car is worth in the Netherlands, we leave the car abroad. We pay the costs for import and dismantling in the country where the damage occurred. We also pay the costs for transportation of passengers and their luggage by train (2nd class) to the final destination or home address in the Netherlands, plus the travel costs to the train station. If the train journey takes more than 8 hours, you may choose a plane ticket (economy class).

We reimburse the costs of picking up the repaired car.

If the driver cannot drive due to illness or accident, and none of the passengers can take over, the costs are reimbursed for a replacement driver to continue driving to your final destination.

# GENERAL TERMS AND CONDITIONS

## What is included in these general conditions?

These general conditions and the product conditions apply to your insurance. If the general conditions and the product conditions contradict each other, the product conditions take precedence.

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## 1. Who are we?

You take out the insurance with Allianz Direct Versicherungs-AG, Dutch branch. Our office is located at Coolsingel 120 in Rotterdam. We are registered in the Trade Register under number 82940533. And in the register of the Authority for Financial Markets under number 12048349.

## 2. Allianz Direct pledge

We do our utmost to make you a happy customer.

- We handle your damage as quickly as possible.
- We handle your damage from A to Z.
- We aim for direct contact. We communicate via digital communication means and phone.
- We send all documents in digital form. So you always have them at hand. You can also always find your insurance documents in the ING App or Mijn ING Zakelijk.
- Agreement is agreement. We adhere to the conditions we have agreed with you.
- We always try to resolve things together with you.

## 3. Customer pledge

We expect you to promise us a number of things as well. These are your obligations. Your obligations are listed below and apply to all coverages of your insurance. What do we expect from you?

- You comply with the law.
- You communicate with us in a respectful manner.
- You use your insured items for their intended purpose and take good care of them.
- You consult with us first if you want to repair, replace, or remove something that is damaged.
- You ensure that damage is not caused intentionally or through recklessness.
- You pay your premium on time.
- You are honest and always provide us with correct and complete information.
- You provide us with the correct information when applying for the insurance.

- You always inform us if there is a change in the information on your policy document or if your business activity changes. You do this no later than two months after this change, so we can adjust your insurance.
- You inform us immediately if your phone number or email address changes. We may adhere to the last known email address. If we send documents to that email address, they are considered received.
- The person who uses your insured items with your permission complies with the law and the applicable conditions and customer promise.
- You report damages as soon as possible and no later than three years after the damage is discovered.
- You do your best to prevent damage or, if damage has already occurred, to limit it.
- You cooperate in good damage handling. And you do nothing that can be detrimental to us (such as withholding information).
- You report to the police as soon as possible in case of damage if you have damage due to, for example, burglary, theft, arson, riots, or vandalism.
- You inform us as soon as possible if you or the party suffering damage disagree with the damage handling or how much we pay. You have three years to come back to this, calculated from the moment we have confirmed that we compensate the damage or have informed you that the damage is not covered by the insurance.

If you do not fulfill the above customer promise, you may not be entitled to coverage, and we may not fully compensate your damage. We may also terminate the insurance mid-term.

## 4. Sometimes we pay less or not at all

### We pay less or not at all for damage if you:

- Provided incorrect or incomplete information when taking out the insurance, and we would have accepted the insurance at a different premium or under different conditions. Or would not have accepted it if we had had this information.
- Did not provide changes or important information about the insured risk to us after taking out the insurance. You then have a different risk of damage than we calculated your premium on.
- Do not cooperate in case of damage. For example, by not sharing important information (fully). We then do not have all the information to assess the damage properly and determine who should pay for the damage.
- Do not report damage as soon as possible, and we can no longer assess the damage properly because of this. Or if we can no longer recover the damage from another party because of this.

### We never pay for damage:

- That you caused intentionally or if you were reckless. Or if you gave permission for it;
- If you ever provided us with incorrect information intentionally or withheld information;
- That you do not report within three years;
- Due to armed conflict, civil war, uprising, domestic unrest, riot, or mutiny (The Association of Insurers deposited a list of definitions of molest concepts with the registry of the court in The Hague on November 2, 1981, under number 136/1981);
- Due to a nuclear reaction;
- If sanction law or regulations prohibit this;
- That existed before you took out this insurance;

If the damage is covered by another insurance or would be covered if the insurance with us did not exist, or if you receive compensation from a (legal) scheme. We do pay if the damage is higher than the amount you receive from the other insurance or scheme. Then we pay the difference. But we do not pay the deductible.

If we have already paid the damage or helped you, but you are not entitled to compensation, you must repay all damage and costs we have incurred.

We have taken out insurance for **damage caused by terrorism** with the NHT, the Dutch Reinsurance Company for Terrorism Damages N.V. If you have damage caused by terrorism and we have to pay for it according to our terms and conditions? Then we will pay you according to the terms and conditions of the NHT. This may mean that we pay you less in the event of damage. The full text of the NHT's terms and conditions can be found in below the general terms and conditions in 'clauses terrorism cover'

## 5. Start and end of insurance

You are insured from the start date and time of the insurance until midnight of the last insurance day. You can find the start date and time on your policy document. Do you want the insurance to start on the same day it is applied for with us? Then the insurance starts at the time your application is accepted by us.

### Terms and conditions precedent

When taking out the insurance, a suspensive condition applies. The insurance only comes into effect if it does not conflict with a prohibition under sanction law or regulations. If providing the insurance conflicts with a prohibition under sanction law or regulations, the insurance never existed, and you were not insured. We check this afterwards. To perform this check properly, it is sometimes necessary for you to provide us with more information, such as the details of the ultimate beneficial owner(s) (UBO). If you do not provide the requested information, we cannot perform the mandatory checks. In that case, the insurance does not come into effect, and you were not insured. If there is a problem with the establishment of your insurance, we will inform you. If the check shows that taking out this insurance does not conflict with a prohibition under sanction law or regulations, the insurance is valid from the start date stated on the policy document. You can find information about sanction prohibitions at [www.rijksoverheid.nl/onderwerpen/internationale-sancties](http://www.rijksoverheid.nl/onderwerpen/internationale-sancties).

### Start and end of insurance and cancellation by you:

- You have a 14-day reflection period after taking out your insurance. You can stop your insurance without giving reasons during this period. If you have no damage within the reflection period, you will receive the prepaid premium for the remaining period of the insurance back. We may deduct our reasonable costs from this. If you stop the insurance in case of damage within the reflection period, you must repay the compensation paid by us. We then refund all prepaid premiums.
- Your insurance continues until you cancel it. Note: the insurance does not end automatically if you move abroad or if you sell your car, for example. You must inform us of this. If you forgot to inform us, contact us about the overpaid premium during this period. You will never receive more than 36 months of premium refund.
- You can cancel the insurance daily unless otherwise indicated in the product conditions of your insurance.
- We agree on a premium and conditions for 1 year. At least one month before the insurance year ends, we send you a renewal proposal. If you agree with our proposal, you do not need to do anything. Then your new insurance year automatically starts on the renewal date. If you do not agree with our proposal, inform us. Then we do not renew your insurance, and it stops at the end of the insurance year.

### In these cases, you have no coverage:

- If you no longer have an interest in the insured object, for example, if you no longer have your car. Also, if the car is no longer in your name, your company, or the leasing company. Note: you pay premium until you cancel your insurance yourself.
- If you move abroad. The insurance is valid for a maximum of one month from the day of deregistration if you have not yet taken out another insurance. You pay premium until you cancel the insurance yourself.
- If it is prohibited based on (inter)national (sanction) law and regulations for us to provide coverage or make a payment or compensation

**In these cases, we can stop the insurance:**

- Always at the end of the insurance year

**We can also stop the insurance mid-term:**

- If you do not pay the premium, do not pay it in full, or regularly pay late. We first give you a warning for this.
- If you report many or unclear damages, and we have already pointed this out to you.
- If you do not adhere to the customer promises.
- If you provided incorrect or incomplete information when taking out the insurance, and we would not have accepted the insurance if we had had this information.
- If you commit fraud during the insurance application or during the insurance or damage handling. For example, if you intentionally provide us with incorrect or incomplete information.
- If you report a change in the insurance to us that we do not want or cannot accept.
- If we accepted you during a technical malfunction of our acceptance systems. And we receive information from those systems after the malfunction that would have been a reason for us not to accept the insurance. We always inform you of this within 2 weeks after our acceptance.
- If (inter)national (sanction) law and regulations prohibit us from insuring you (any longer).

If we cancel your insurance, we inform you by email. It states why and from which date the insurance stops. We send the information to the email address you provided to us.

**We can change the premium and conditions**

- Immediately if you adjust the insurance.
- From the renewal date in case of an address change. If there are also other changes and we accept those changes, they take effect immediately.
- If we do this for all insurances or a certain type of insurance from Allianz Direct at the same time. We can do this at the renewal of your insurance or mid-term. We only do this mid-term in special cases, for example, because something changes in the law.
- From the renewal date if you report many damages, and we have already pointed this out to you.
- If you provided incorrect or incomplete information when taking out the insurance, and we would have accepted the insurance only at a different premium or under different conditions if we had had this information.

## 6. Rules for paying damages

- The damage must have occurred due to an unexpected and sudden event.
- The damage must have occurred during the period in which this insurance is valid.
- You are only insured if the damage is the result of an event that you could not know would cause damage or could cause damage when taking out this insurance.
- Is there a series of unexpected and sudden events that are related? Then we see that as one event. The moment the first event in the series occurred is important. Based on that, we determine in which insurance year the damage falls and what the maximum compensation is.

## 7. How and when do you pay premium?

- You pay the premium in advance per month or year. The coverage starts after we have received the first premium.
- You authorize us for automatic debit when taking out the insurance. If we cannot debit the due premium on the premium due date, you have a period of 24 days to pay it. This includes the legal reminder period of 14 days. If we cannot debit the premiums on time, we help remind you. If we do not receive the premium or only part of it, you no longer have coverage from the moment the 24-day period has expired, and we also cancel your insurance. This means you must arrange another insurance yourself.
- If you still owe premiums and/or extra costs to us, and we must pay you for damage, we can deduct those premiums and costs from this amount.
- You pay premium until the insurance has ended. Note: the insurance does not end automatically if you move abroad or if you sell your car. You must inform us of this. If you forgot to inform us, contact us about the overpaid premium during this period. You will never receive more than 36 months of premium refund.

## 8. This is what we do in case of fraud

We have a zero-tolerance policy for fraud and actively track down fraudsters. We do this to protect the insurance industry and keep the premium as low as possible. If you intentionally provided us with incorrect information to mislead us when taking out the insurance, or if you lie about damage to mislead us, then:

- We immediately stop your insurance. And also all other insurances you have with us. We inform you about this.
- We may report it to the police.
- We do not pay or only pay part of the damage.
- We report the fraud in our own register. Only certain employees of Allianz Direct can view this.
- We pass your details to the CIS foundation. For more details, see our privacy statement on the website.
- We report the event and your personal data to the Center for Combating Insurance Crime of the Association of Insurers.
- We recover the damage from you if we have paid it (partially).
- We send you the bill for all extra costs we have incurred for handling your damage. And also for the costs of tracking and investigating the fraud.

## 9. What do we do with your personal data?

See the privacy statement: <http://www.allianzdirect.nl/ing/privacybeleid/>.

## 10. Complaints procedure and applicable law

Not satisfied with the insurance or our service? Call us on **+31 (0)10 899 8088**, we will be happy to find a suitable solution.

Are you then not satisfied with the result? Then you can file a complaint with us. You can fill in the complaint form at [www.allianzdirect.nl/ing/klantenservice](http://www.allianzdirect.nl/ing/klantenservice). You can always go to the Dutch courts.

Dutch law applies to this insurance and the period before the insurance was concluded.

# CLAUSES TERRORISM COVER

We do not pay for damage caused by terrorism, unless the damage is paid out to us by the the Dutch Reinsurance Company for Terrorism Damages N.V (de Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.). This is stated in the NHT clause sheet. The clause sheet and more information about this can be found at [terrorisemeverzekerder.nl](http://terrorisemeverzekerder.nl). For convenience, we copy the official clause text below. We realise this text is difficult to read, but we are obliged to communicate it to you 1-to-1 and unchanged.

## Article 1/ Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

### 1.1 Terrorism:

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### 1.2 Malevolent contamination:

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

### 1.3 Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

### 1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.] (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

### 1.5 Insurance contracts:

- a. Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- b. Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

**1.6 Insurers authorised in the Netherlands:**

Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

**Article 2/ Limitation of the cover for terrorism risk****2.1**

If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to: terrorism, malevolent contamination or precautionary measures, any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures, hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

**2.2**

The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

**2.3**

Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to: loss of or damage to immovable property and/or the contents thereof; consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued. For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies. For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).



**Article 3/ Payment Protocol NHT****3.1**

The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.

**3.2**

The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.

**3.3**

Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.

**3.4**

The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

This Clauses Sheet was filed with the Chamber of Commerce in Amsterdam on 23 November 2007 under unaltered number 27178761.