

Signpost in the policy terms

ARAG LEGAL ASSISTANCE INSURANCE TERMS AND CONDITIONS

KOV RBMP2018

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1 General

1.1 Information

1.1.1 Do you want legal advice or to register a request for legal assistance?

Are you involved in a dispute? Then contact your legal assistance insurer's Legal Advice Service as soon as possible. You can do this in several ways.

Would you like advice? Then phone one of the following numbers on working days between 08:30 and 17:30:

- +31 (0)40-2611804 for a dispute regarding a collision without injury;
- +31 (0)33-4342342 for all other (legal) disputes.

Do you need legal assistance and do you want to register your dispute now? You can do this:

- online via: www.arag.nl/particulier/klantenservice/zaakmelden;
- by post to: ARAG, Afdeling Intake/Postbus 230, 3830 AE Leusden, The Netherlands.

Send the documents relating to your dispute as well. If you register your dispute via the website, scan the documents and send them as an attachment. And always quote your policy number.

1.1.2 Guaranteed help, even if a dispute is not insured!

You can always get free advice or guidance to solve your problem yourself from the Legal Advice Service, even if the dispute is not insured. Would you rather have someone handle the case, communicate on your behalf and act

for you (in or outside a legal action)? Then you can transfer the handling of your case to the insurer for a very good price.

1.2 What conditions apply?

The Special Conditions form the basis for your insurance, together with the clauses in your policy and the General Conditions.

Your policy indicates what cover or Module(s) you chose. You are only insured for a legal dispute, if the cover insured or Module(s) entitles you to legal assistance.

In case of doubt or discussion, the stipulations in the Dutch version shall apply.

1.3 What do we mean with the following?

Legal Advice Service

The general intake and advice service gives you (preventative) legal advice, helps you in the registration of your dispute and offers you possible additional legal support.

Legal assistance

Legal assistance is understood to mean:

- a. providing general and preventive legal advice by the Legal Advice Service;
- b. the representation by the insurer of your legal interests in a dispute in which you become involved, by:
 - recovering a loss, whether in or out of court, or defending against (criminal) proceedings;
 - enforcing claims, in or out of court, or submitting and defending objections and petitions on your behalf;
 - enforcing judgements, rulings or arbitral decisions;
- c. reimbursing or advancing costs of legal assistance that are incurred by the above-mentioned acts. The Module(s) stated on your policy determine(s) the extent of the cover as addition(s).

Asset management

Asset management is understood to mean buying, selling and managing shares (and derivative products, such as the investment part of your mortgage), options, bonds, savings deposits, certificates or mortgage bonds with accredited secure institutes in the Netherlands, which have a licence from the DNB or the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, AFM).

Legal assistance insurer

The organisation named on your policy, which is responsible for implementing the policy: providing legal assistance and paying costs. The term insurer is also used in these conditions.

Insured parties

- a. You, the policyholder;
 - The following persons if they have your permission to use the insurance:
 - Your partner and child (ren) with whom you live in the same house;
 - Your child (ren) who are living away in connection with their studies. Does this student stay abroad? Then there is insurance coverage within the insurance area as described in the insured modules;
 - Your child who lives in a nursing or care home;
 - A resident au pair;
 - Surviving dependents are also insured for legal assistance with claiming compensation in the event of death of an insured person due to an accident and legal assistance with this accident is insured.
 - The insurance ends as soon as you no longer live or reside in the Netherlands
- b. Module A (Verkeer (Traffic)) covers more insured persons: the occupants and pillion passengers of your vehicle and the person driving your vehicle with your permission. These persons can also claim against the insurance to recover their loss. In the event of the death of an insured person as a result of an accident, for which an entitlement to legal assistance arises, relatives can claim against this insurance by submitting a claim for the costs of maintenance and funeral costs as stipulated in Section 6:108 of the Dutch Civil Code;
- c. With module A (Verkeer(Traffic)) and module B (Consument & Wonen (Consumer & Living Protection)), your travelling companion is also insured during a holiday trip, if he/she travels with you in your personal company from the Netherlands.

Criminal offence

An act that is deemed punishable by virtue of the Dutch Criminal Code.

2 Insurance

2.1 Who is insured?

The insured.

If your policy says that you are single, the policyholder is the only person who is insured.

In these conditions, all the insured are further referred to as you.

2.2 Where are you insured?

You can read per module in which countries you are insured.

You are insured if your case can be presented to the court of that country concerned and the law of one of the countries in the insurance regions applies.

2.3 When can you count on legal assistance?

2.3.1 An event during the insurance term

You can count on legal assistance if an unexpected event occurs during the term of the insurance, in which you become party to a legal dispute that is insured within the Module concluded by you. The Modules accurately describe for which legal disputes you can claim against the insurance. The insurer does not give legal assistance if the legal dispute is not mentioned in the conditions of the Modules. Are there a series of events relating to each other? Then the first event in the series must fall within the term of your insurance.

2.3.2 What if you know that you will need legal assistance when you apply for the insurance?

You cannot claim legal assistance if when you took out the insurance you already knew or could have in fairness known that something would occur that would result in a legal dispute for you.

2.3.3 Proving you have a dispute

You must prove you have a dispute and what the consequences of this dispute are. At the request of the insurer, you must prove this by providing witnesses' statements, documents, photos and videos or an expert's report. If this expert's report indicates that you are insured for this dispute, then the insurer will pay the reasonable costs of this expert's report.

2.4 What is insured in a criminal case?

The insurer will not give you legal assistance if you are being prosecuted for a criminal offence. The insurer reimburses, in arrears, the costs incurred by you for legal assistance if you are acquitted by the court or discharged from further prosecution. The insurer also reimburses, in arrears, the costs incurred by you for legal assistance, if the Public Prosecution decides to discontinue further prosecution (dismiss the case). A condition for the reimbursement is that you notify the insurer of such a court decision or notification from the Public Prosecution Service within 1 month of its announcement. The insurer can then request the refund of the costs of legal assistance from the state. You are not entitled to reimbursement after this period.

In criminal cases in which you are charged with involuntary manslaughter or injury, the insurer will immediately give you legal assistance. This is an exception. For this, read the cover for the individual Modules.

Criminal cases also include criminal acts that are (in the first instance) handled under administrative law.

2.5 What costs are insured?

- a. The insurer reimburses all costs relating to the handling of the case by the experts it employs (the internal costs).
- b. In cases where engaging a lawyer is mandatory according to the law and regulations, the insurer reimburses maximum the external costs (including VAT) up to the insured amount stated on your policy.
- c. No limit applies for Module A in the Netherlands.
- d. For countries outside of Europe and countries bordering the Mediterranean, a payment of maximum € 10,000 per event applies for external costs.
- e. If there are legal or administrative proceedings where engaging a lawyer is not mandatory according to the law and regulations, but the case is given to a lawyer or other expert authorised by law at your request. The insurer pays the following external costs:
 - On the day that you choose an expert from outside the legal expenses insurer, another maximum will apply. For your entire conflict, all costs (as mentioned in section 2.6) together. This maximum amount stated in your policy.
 - Then advance themselves pay part of the cost: your contribution. This amount is also included on your policy. Please note that we handle your conflict only after you have paid.
- f. If several events have to do with each other, the maximum amount for all events shall be together
- g. We never pay more than the amount that your conflict is.

2.6 What are external costs?

- a. The costs of a lawyer or other competent legal expert, if these costs can be deemed as normal and generally accepted. Incurring more costs than can be won in the case is, for example, not generally accepted;
- b. The costs of another external expert who the insurer engages on your behalf;
- c. The costs of mediation (a type of dispute resolution using an independent and expert mediator), if you try to solve a dispute in consultation with the insurer via mediation;
- d. The necessary travelling and accommodation expenses, if you must appear in person before a foreign court;
- e. Court fees and costs of experts and witnesses called by you;
- f. Court costs of the opposing party, insofar as the court determines that you must pay these costs;
- g. The costs of the enforcement of a court judgment during maximum 5 years after the date of the judgement.

2.7 What is not insured?

The following costs are for your own account:

- a. costs that the other party has incurred when collecting an amount payable by you;

- b. costs that you can get back from another party or in another way. If you invoke the Wet op de Rechtsbijstand (Legal Aid Act), this is not included here;
- c. a VAT amount that can be paid back to you;
- d. a fine, financial penalty and judicially imposed penalty imposed on you;
- e. the external costs that exceed the insured amount stated on your policy;
- f. a result-related fee charged by the external expert, for example, a payment for success or an increase in arrears.

2.8 When does the insurance end?

The legal assistance insurance ends in the situations described in the General Conditions and also:

- a. immediately you no longer live or reside in the Netherlands;
- b. on your death;
- c. when you are granted a suspension of payments or when you are declared bankrupt.

The insurance then stops immediately.

In addition to the General Terms and Conditions, the insurance also ends by a written cancellation by the legal expenses insurer:

- d. Did you report a case to the legal expenses insurer? And should the legal expenses insurer give you legal assistance, or pay your costs? This may be a reason for the legal assistance insurer to change or cancel the insurance. The legal expenses insurer will not do this quickly, the number and nature of the cases will be accurately assessed.
- e. b. Did you give the legal assistance insurer incorrect information? And was that intentional to mislead the legal expenses insurer? Or would we never have signed a contract with you if we had received the correct information? Or do you not treat the counterparty, the legal expenses insurer or others who are turned on as they should? Are you behaving threateningly, insulting or doing something that is considered inappropriate in society? Then the legal expenses insurer can stop the insurance.

You will receive a cancellation by the insurer by letter and at least 2 months in advance. The insurance will stop on the date mentioned in the letter

3 Damages

3.1 Preventive assistance and advice

If there is no legal dispute yet, you can use the Legal Advice Service of the insurer. You can ask for personal advice regarding anything relating to Dutch law, with the exception of tax matters.

If you want to do this, the insurer can provide you with advice on your legal position and what you can do to avoid a dispute or prevent the problem from getting out of hand. The insurer can also help you with legal tools such as: example letters and documents.

3.2 How do you report a dispute?

Are you facing a legal dispute? Contact the insurer as soon as possible. Consulting the insurer is wise, even if you are not sure whether there is a dispute.

If you report a case, it is important that you give the insurer all the facts and information that are relevant for the assessment. In addition, the insurer may ask for additional information or evidence. Ideally, you should keep the original documents and send copies to the insurer. If the insurer requires original documents, you will get them back immediately after use.

3.3 What may you expect after your report to the insurer?

When you report a dispute to the insurer, the insurer first determines whether you are covered by the insurance. The insurer will contact you within 2 working days. In certain circumstances, this may take longer.

3.3.1 Handling your case

The point of departure is that one of the expert employees of the insurer provides the legal assistance. This employee acts on your behalf against the persons and organisations involved and negotiates for you with the other party. He/she will institute proceedings if needed. It is important that the insurer can assess and handle your case at an early stage.

In the following 2 situations you may choose a legal specialist yourself:

- a. If it is necessary to conduct a judicial or administrative procedure;
- b. If there is a conflict of interest: both you and the counterparty are insured with the legal expenses insurer for the conflict that you both have.

The legal specialist is only called in with permission from and by the insurer, on your behalf. You cannot do this yourself. For a dispute in which a Dutch court has jurisdiction, only legal specialists who are authorized to take the necessary steps and who are registered in the Netherlands and hold office there are eligible. The insurer will only give 1 external lawyer or expert assignment for the provision of legal assistance

After the case has been given to a lawyer or other expert authorised by law, you can no longer elect to have the case handled by an employee of the insurer. A dispute with the legal specialist is not insured.

For a case for which a foreign court has jurisdiction, only lawyers or other experts who are registered with the foreign court concerned qualify. You must keep the insurer informed about the case, so that it can maintain an overview of the costs and progress. You can also authorise the lawyer to inform the insurer about the progress of the case.

3.3.2 Plan of approach and reasonable chance of success

An employee of the insurer or the lawyer consults you on the plan of approach to your case. This plan of approach describes the dispute and, if possible, a proposal for the steps to be taken. The plan also indicates whether your desired result has a reasonable chance of succeeding. If developments in the case make it necessary, a different or altered plan of approach will be made. You will also be consulted on this. If there is no (longer a) reasonable chance of achieving the desired result, the rendering of legal assistance will be stopped.

3.3.3 Relationship between interest and costs

In the handling of certain disputes, an imbalance between the costs of handling the dispute and the (financial) interest may arise. In such a case, the insurer can decide to settle a matter by compensating you. As a consequence, the obligation of to render (further) legal assistance lapses.

3.4 We do not agree with the approach to your dispute

The insurer vouches for the qualitatively good handling of your case. However, it may occur that you disagree with the insurer about the legal steps that must be taken or about the question whether the result that you want to achieve has a reasonable chance of succeeding.

If you and the insurer do not agree, it is important that this is solved in a proper and careful way. The insurer engages an accredited, independent expert who assesses the difference of opinion as an arbitrator (called a 'third party charged with giving a binding opinion'). The insurer can ask the Deans of the National Bar in the region where you live to appoint an expert, independent lawyer as third party charged with giving a binding opinion. The insurer and you must both abide by the decision of this third party. The costs of the third party charged with giving a binding opinion are for the account of the insurer.

3.4.1 The third party charged with giving a binding opinion agrees with the insurer

If the third party charged with giving a binding opinion fully or largely shares the opinion of the insurer, the case will be further settled by the insurer as it had proposed before. If you still want to continue the case according to your own vision, then the insurer will send you the documents and you can continue the case (further) at your own expense. If you finally achieve the result you envisaged, the insurer will reimburse the costs of legal assistance to you in arrears.

3.4.2 The third party charged with giving a binding opinion agrees with you

If the third party charged with giving a binding opinion agrees with your standpoint, the insurer will render its legal assistance according to the opinion of the third party charged with giving a binding opinion. If the insurer hands over the case to an external lawyer, then you are free to choose who handles the case further. The third party charged with giving a binding opinion or one of his/her colleagues may not handle the case further.

If the case is handled by a lawyer or other expert authorised by law and you both disagree about the steps that must be taken or about whether your envisaged result has a reasonable chance of succeeding? Then you can continue the case using another lawyer or other expert authorised by law. The costs incurred here are for your account. If you finally achieve the result you envisaged, the insurer will reimburse you the costs of the legal assistance in arrears.

3.5 What happens if there is a dispute between the insured parties?

If a dispute arises between the policyholder and the other insured parties (on your policy), then only the policyholder is entitled to legal assistance. If a dispute occurs between two insured parties (on your policy), the policyholder may indicate which party is entitled to legal assistance.

If there is a dispute between 2 insured parties on 2 different policies with this insurer on the policy, both insured parties can desire that legal assistance is given at the expense of the insurer by a lawyer or other competent expert of their choice.

3.6 What happens by partial cover or more interested parties?

It may occur that you wish to take legal action together with others. It may also occur that the dispute reported by you is only partially covered. In these cases, the insurer pays your part of the costs of the joint action. The insurer also pays the covered part of the costs. That others also actively participate does not matter here.

3.7 When can you not call on the insurer's services?

We exclude a number of situations in our General Conditions and in the applicable Module(s).

Furthermore, you cannot claim on the legal assistance insurance if:

- a. the dispute is reported so late that the handling of the case becomes much more difficult and expensive for the insurer; This is, for example, the situation if you report the case at the moment that proceedings must

- already be conducted or if the insurer is unable to provide legal assistance, or can no longer reach a settlement in mutual consultation, or can only do this at extra expense or when the insurer must pay for legal costs and/or other costs of legal assistance. In any event, your right to legal assistance lapses if the report is not made within 1 month of the end of the insurance;
- b. you instruct, for example, a lawyer or other expert to handle your case without permission from the insurer;
 - c. you provide incorrect information or do not cooperate in the way required for the assessment and handling of the case, or if you defraud the insurer, or if you behave (inappropriately) to the insurer and/or its staff in a way that is unacceptable to the insurer;
 - d. the result of the dispute is less than € 175 (excluding interest and collection costs). No minimum applies to Module A Verkeer (Traffic);
 - e. the dispute concerns tax law or relates to it. This includes: import duties, excise duties, charges, fees, surcharges and other levies. This also includes surcharges and valuations in the scope of the Valuation of Immovable Property Act (Wet Waardering Onroerende Zaken, WOZ). Have you also taken out Module D Fiscaal & Vermogen (Tax & Assets)? Then you are insured for the tax issues referred to in that Module;
 - f. the dispute concerns laws or regulations that the government has enacted or wants to enact and that apply to all citizens;
 - g. if the dispute means you cannot pay a debt or if the dispute relates to (applying for) a debt management scheme (section 284 et seq. of the Bankruptcy Act (Faillissementswet)), a bankruptcy or suspension of payments;
 - h. the dispute relates to an act of God;
 - i. it concerns a dispute, to which you were not initially a party, but you are now, for example, because a claim was transferred to you, a surety agreement, recourse or an inheritance;
 - j. the dispute relates to industrial and intellectual property rights such as copyright, trademark and patent rights;
 - k. you can claim on a liability insurance;
 - l. a dispute has arisen regarding the owning, possessing, keeping, selling or buying of (air)craft with a new value higher than € 200,000;
 - m. the need for legal assistance is an envisaged or predictable consequence of your actions or negligence;
 - n. if the dispute relates to your policy, for example, the cover or premium.

4 Other provisions

4.1 A foreign government desires a guarantee deposit from you

In the event that a foreign government desires a guarantee deposit from you, you can ask the insurer to advance the deposit. The insurer advances this deposit to you as an interest-free loan, under the conditions to be agreed, up to a maximum of € 50,000. You are obliged to pay the advance back to the insurer as soon as possible, but in any event within one year after it was given.

4.2 When can we change the premium and the conditions?

In addition to the General Terms and Conditions, the legal expenses insurer may adjust the premium to the prices of products each year. Furthermore, the insurer may change the conditions every year.

How are the prices of products calculated? We do not do this calculation ourselves. The figures come from the Central Bureau of Statistics: we use the consumer price index for all households. The Central Bureau of Statistics makes the consumer price index with the prices that consumers pay, for example in the supermarket.

4.3 When can you change the coverage limit?

You may adjust the maximum amount for external costs (see article 2.5 of these conditions) on a daily basis. Please note: the new maximum amount that you choose does not apply to current disputes or foreseeable events.

4.4 Handling of complaints

You can report a complaint or dispute regarding mediation or advice to the management of the mediator of this insurance.

You can report a complaint or dispute regarding legal advice and the implementation of this insurance to the complaints officer of the insurer.

If your dispute is not solved to your satisfaction, please write to:
Klachteninstituut Financiële Dienstverlening (Financial Services Complaints Institute) (Kifid)
Postbus 93560
2509 AG Den Haag, The Netherlands
Telephone 0900-3552248 (€ 0.10 per minute) www.kifid.nl

If you cannot use these complaint facilities or you think the settlement or result of your complaint was unsatisfactory, then you can present your dispute to a competent court, unless there is a question of a binding advice from, for example, Kifid.

4.5 Mediator's position

Unless otherwise agreed, you give the mediator explicit permission to take receipt of all statements and payments from the insurer or to supply information taken from the records of the insurer.

5 Legal Assistance Modules

5.1 Module A: Verkeer (Traffic)

5.1.1 When are you insured?

You are insured when you:

- a. are a traffic user, i.e. when you participate in traffic, with or without a vehicle, on the public highway, on the railway, on the water or in the air. The companion travelling with you on the holiday booked by you to or from your holiday destination is also insured;
- b. are the owner of a vehicle. You are also insured if a private limited company owns the vehicle, you are a shareholder in this company and you use this vehicle for mainly private use;
- c. are an occupant or pillion passenger or if you drive the vehicle with the owner's permission.

5.1.2 When can you count on legal assistance?

You have a right to legal assistance when you travel in traffic and

- a. someone commits a traffic offence/error such that you suffer damage;
- b. someone commits a different error such that you suffer injury or your vehicle is damaged, for example, if an accident is caused by an incorrectly performed repair, or damage is caused to your car by an incorrectly setup carwash;
- c. you commit (or it is alleged that you committed) a traffic offence, such that you are prosecuted and accused of involuntary manslaughter or injury;
- d. your driving licence is withdrawn out of court (by the Ministry of Transport, Public Works and Water Management).

5.1.3 Where are you insured?

The territorial scope of the insurance is the whole world.

5.1.4 Waiting period

None.

5.1.5 When are you not insured?

The things that are in any event not insured are referred to in the General Conditions and these Special Conditions. In addition, you cannot claim legal assistance if you:

- a. drive a vehicle without being authorised to do so by law, for example, because you are under the influence of alcohol and/or drugs or any other narcotic or performance-enhancing drugs. Or because you participate in a speed race or training with a motor vehicle or (air)craft;
- b. use a vehicle for your profession, for example, a taxi or driving instructor's vehicle. However, the insurance does offer cover if you occupy this vehicle as a passenger.

5.2 Module B: Consument & Wonen (Consumer & Living Protection)

1.1

5.2.1 When are you insured?

You are insured as a private person. That means that everything you do to look after the interests of yourself and your family members is insured, with the exception of performing a(n) (independent) profession or business and everything that you do outside of that to acquire income.

The companion travelling with you on the holiday booked by you is also insured with respect to problems associated with the accommodation hired by you and the travel and cancellation insurance taken out by you.

5.2.2 When can you count on legal assistance?

You have a right to legal assistance when you participate according to generally accepted standards as a private person and

- a. someone causes damage to you (commits an unlawful act) or threatens to do so;
- b. you conclude an agreement as a consumer and the other party does not fulfil this agreement (properly). This includes agreements concluded verbally, in writing and via internet;
- c. you conclude an agreement (including: contracting work and hire) with regard to your rented dwelling for own use and a dispute flowing from this;
- d. you get into a dispute regarding statutory rights and duties between neighbours;
- e. you get into a dispute that arises flowing from the law of persons and family law, for example, regarding adoption or guardianship, except if this is related to a divorce;
- f. you are held liable for something you did or neglected to do as an unpaid director of an association or foundation;
- g. you get into a dispute regarding an inheritance, where the condition for cover is that the deceased died after the starting date of the insurance;
- h. you are charged and prosecuted for involuntary manslaughter or injury;
- i. you are accused of acting unlawfully towards someone else. In this case, you can request legal assistance on the following conditions:
 - you have taken out liability insurance for private persons;

- the case does not fall under the cover of this liability insurance;
- you adopt the standpoint that you cannot be blamed or that you have not committed any unlawful act.

If you satisfy these conditions, the insurer will give you legal assistance until (possible) proceedings are started. The costs of these proceedings are only reimbursed afterwards if the court judges that you acted lawfully.

5.2.3 Additional Eigen Woning (Home) cover

Only if you have taken out additional Eigen Woning (Home) cover is there also cover for a dispute that relates to:

- a dwelling with adjoining garden you live in, last lived in or still to be built;
- undeveloped land on which a house is (still) being built for you to live in;
- a second home intended for your own use with garden, allotment, static caravan or houseboat with permanent berth or mooring in the Netherlands. If Module D Fiscaal & Vermogen (Tax & Assets) is also included under policy, then you are also covered for a second home in the European Union;
- a dispute with the government about:
 - a building permit or a permit based on the Environmental Management Act;
 - a decision that directly challenges the use or the ownership of your dwelling, such as the adoption of a zoning plan;
 - compulsory purchase;
 - a concrete decision regarding your person.

5.2.4 Where are you insured?

The territorial scope of the insurance is Europe.

Legal assistance relating to immovable property is only insured if the case takes place in the Netherlands.

5.2.5 Waiting period

None.

5.2.6 When are you not insured?

The things that are in any event not insured are referred to in the General Conditions and these Special Conditions.

In addition, you cannot claim legal assistance for:

- a dispute regarding other immovable property that you do not live in or have not lived in yourself or that you have acquired, but which you are not going to live in yourself;
- a dispute regarding the rental of immovable property;
- a dispute regarding the sale of a used motor vehicle if this was purchased without BOVAG (association of motor car, garage and allied trades) warranty or a written guarantee from an approved dealer;
- a dispute relating to investments, shares, bonds, other securities and asset management in general including any (contractual) dispute that relates to or is associated with this, such as incorrect advice and unfulfilled promises of a mediator and adviser;
- a dispute relating to a game of chance;
- a dispute regarding a cash loan provided by you;
- a dispute that directly or indirectly relates to matrimonial property law, divorce, legal separation, the end of a cohabitation relationship and the consequences thereof, including maintenance obligations.

5.3 Module C: Inkomen (Income)

1.2

5.3.1 When are you insured?

You are insured as an (ex-)employee. This is taken to mean: a person who acquires who has acquired his/her income from paid employment or as a civil servant. You are also insured if you receive social (security) benefit or a pension.

5.3.2 When can you count on legal assistance?

You are entitled to legal assistance if you:

- get into a dispute with your (ex-)employer regarding an employment contract. This includes a dispute regarding shares or options that are related to the employment;
- get into a dispute regarding an appointment as a civil servant;
- get into a dispute regarding social security benefit or a social provision;
- get into a dispute regarding pension entitlements or pension benefit;
- are accused of not having performed your work in paid employment according to the applicable professional rules, or you are confronted with a complaint, a disciplinary case or criminal case. If it concerns a criminal case, the insurer will immediately give you legal assistance, irrespective of the result of the case.

You are a director under the articles of association

Are you a director under the articles of association involved in an employment dispute, then the insurer will pay the costs of a lawyer or external expert up to maximum € 15,000 per event.

5.3.3 Where are you insured?

The territorial scope of the insurance is Europe.



Empower Results®

5.3.4 Waiting period

None.

5.3.5 When are you not insured?

The things that are in any event not insured are referred to in the General Conditions and these Special Conditions. In addition, you cannot claim legal assistance:

- a. for a dispute that relates to an independently performed profession or business conducted by you or income received in another way outside of salaried employment;
- b. if you are accused of incorrect management as paid director of a legal entity (directors' and officers' liability);
- c. if you, as stated on your policy, chose not to insure the cover Arbeid (Employment), then you are only covered for a dispute that concerns social security benefit or a social provision and pension entitlements or pension benefit.

5.4 Module D: Fiscaal & Vermogen (Tax and Assets)

5.4.1 When are you insured?

You are insured as a private person. That means that everything you do to look after the interests of yourself and your family members is insured, with the exception of performing a(n) (independent) profession or business or income received outside of salaried employment.

5.4.2 When can you count on legal assistance?

You are entitled to legal assistance if you:

- a. you get into a dispute regarding or in connection with asset management. You also have cover for a (contractual) dispute that relates to this, such as insured advice and unfulfilled promises of a mediator and adviser;
- b. you get into a dispute regarding an agreement (purchase, contracting work, rent, timesharing), regarding statutory rights and duties between neighbours or regarding expropriation of a second home for own use, only if you have taken out the additional cover Eigen woning (Home Cover);
- c. you get into a dispute regarding a tax assessment that has been imposed on you and you want to appeal against it via the tax court. This also includes surcharges and valuations in the scope of the Valuation of Immovable Property Act (Wet Waardering Onroerende Zaken, WOZ). A condition for this is that the period to which the decision relates lies entirely within the insured period.

5.4.3 Where are you insured?

For a dispute regarding a second home, the territorial scope of the insurance is the whole European Union. For all other cases, the territorial scope is the Netherlands.

5.4.4 Waiting period

None.

5.4.5 When are you not insured?

The things that are in any event not insured are referred to in the General Conditions and these Special Conditions. In addition, you cannot claim legal assistance:

- a. for a dispute regarding other immovable property than that which you live in yourself, have lived in or have acquired to go and live in yourself and a dispute in connection with the rental of immovable property;
- b. for a tax matter in the objection stage.

Legal assistance insurance clauses sheet

If one or more of the clause numbers referred to below is/are stated on the policy sheet, then this is as a supplement or replacement to that stipulated in the general and/or special conditions.

The content of a clause may mean an expansion or limitation of the cover and it therefore takes precedence over the provisions as stated in the general and/or special conditions.

A9014 Module E: Owned immovable property

Insured capacity

You are covered as the owner of the property, which is registered for insurance and you have not for personal use.

Entitlement to legal assistance

You are insured for the following legal disputes:

- Bringing a claim against the legally liable third party;
- Disputes with those you've enabled for maintenance of the property;
- Conflicts with one of the neighbors of neighbors provisions, the rules of Articles 5:37 to 5:59 BW;
- Disputes over insurance policies relating to the real thing;
- Disputes over planning permission regarding the insured immovable property.

Waiting period

The waiting period is the period directly after the start date of the insurance. The point of departure is that there is no cover for disputes that arise within the waiting period. You can only claim legal assistance if you can show that you could not have foreseen the event when taking out the insurance. There is no waiting period if this insurance immediately follows another legal assistance insurance that would also have provided cover for the event described.

A waiting period of three months applies. However, this does not apply to disputes flowing from an agreement, if the agreement was concluded after the starting date of this insurance module nor for the recovery of damages from a legally liable third party.

Territorial scope of the insurance

The Netherlands

Special stipulations

You are not covered for any problems about buying, selling, renting and leasing of the property. This includes the recovery of rent and such.

A9015 Module E: Real Estate rental

Insured capacity

You are covered as a lessor of immovable property, which is registered under the insurance and which you do not have for your own private use.

Entitlement to legal assistance

- You are insured for disputes with the lessee when a concrete legal dispute arises. You are not insured for disputes with the lessee regarding payments of rent or refusal to pay the rent owing to insufficient financial means.
- Other problems with the government about permits or exemptions in addition to those problems that are insured in Module E.

Waiting period

The waiting period is the period directly after the start date of the insurance. The point of departure is that there is no cover for disputes that arise within the waiting period. You can only claim legal assistance if you can show that you could not have foreseen the event when taking out the insurance. There is no waiting period if this insurance immediately follows another legal assistance insurance that would also have provided cover for the event described.



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A waiting period of three months applies. However, this does not apply to disputes flowing from an agreement, if the agreement was concluded after the starting date of this insurance module nor for the recovery of damages from a legally liable third party. ..

Territorial scope of the insurance

The Netherlands

Special stipulations

You are not insured for disputes with persons who occupy your premises without your permission, such as squatters or sub lessees.