

## Guide to the policy terms and conditions

<b>General</b>	Art. 1	Information
	Art. 2	What do we and the insurer mean by...?
	Art. 3	Insurance
	Art. 4	Legal assistance
	Art. 5	Conducting your case
	Art. 6	Other

<b>Cover</b>	<b>Module A:</b>	Traffic & Holidays
	<b>Module B:</b>	Consumer & Home
	<b>Module C:</b>	Work
	<b>Module D:</b>	Tax & Assets
	<b>Module E:</b>	Rented property

## Legal Expenses Insurance Clauses Sheet

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### LEGAL EXPENSES INSURANCE TERMS AND CONDITIONS

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#### Art. 1 Information

##### 1.1 Do you require legal advice or do you wish to report a dispute immediately?

If you require advice or legal assistance, then contact your insurer as soon as possible. There are a number of available options.

- If you are seeking advice, please call:
  - o for a dispute concerning a vehicular accident with no injuries: **(020) 651 75 17** (Mon-Fri, 08.30-17.30);
  - o for all other disputes: your insurer's Legal Advice Desk **(020) 651 88 15** (Mon-Thu, 08.00-20.00 and Fri, 08.00-17.30).
- If you require legal assistance and wish to report the matter, then you can do so through one of the following channels:
  - o online via: [www.das.nl/zaakaanmelden](http://www.das.nl/zaakaanmelden)
  - o by letter to: DAS, Team Intake, Box 23000, 1100 DM Amsterdam

Please also enclose the documents pertinent to your dispute. If you report your dispute through the website, scan in the documents and send them as an attachment. Always state your policy number.

If your case is urgent, then contact your insurer by telephone first.

##### 1.2 We are always there for you, even when a dispute is not covered!

The Legal Advice Desk will always advise and assist you free of charge when it comes to solving a legal issue you may have, even if that dispute is not covered.

If you prefer somebody to take the matter over, and to communicate and act on your behalf, then you can have Flexx van DAS, take over your case at a very competitive rate. For further information on Flexx van DAS, please visit [www.flexxvandas.nl](http://www.flexxvandas.nl).

##### 1.3 Which terms and conditions are applicable?

These Special Terms and Conditions, together with the clauses in your policy and the OV ALG General Terms and Conditions underlie your insurance.

You can find the Module(s) you have selected in your policy. You are only insured for a conflict that falls under the types of cover or Modules that you have insured.

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

#### Art. 2 What do we and the insurer mean by...?

##### 2.1 Divorce mediation

A mediator (an impartial conflict mediator) shall mediate between you and your spouse or registered partner in respect of jointly solving conflicts relating to the termination of your marriage or partnership that was registered in the Netherlands.

## **2.2 Private person**

Any activities you perform for yourself or for your family, and not for a company or the authorities.

For example, salaried work is something that you do as a private person. However, running your own company does not fall under private activities, nor is acting as the director of a legal entity (such as a foundation or a limited company) with commercial objectives.

## **2.3 Legal assistance**

You receive legal assistance from legal experts who work for the insurer. Your legal expert:

- advises you on your legal position and your options under the law;
- represents you and supports you if you are involved in a dispute with another person. The party that your dispute is with is called the counterparty, and your legal expert defends you against the demands of this counterparty;
- draws up an application or notice of objection if the matter is to go before the courts, and consequently defends that application or notice of objection;
- engages a lawyer on your behalf if you require one to act as your counsel in court;
- covers or advances the costs of this legal assistance. The costs will be advanced if you recover or are able to recover those costs, which you must then pay back to the insurer;
- ensures that the party with which you are involved in a dispute adheres to the pronouncements of the court made with respect to this dispute. The insurer will do this for up to 5 years after the judgement is handed down.

## **2.4 The insurer**

The insurer identified in your policy that is charged with providing legal assistance and reimbursing expenses.

## **2.5 Asset management**

Buying, selling and managing shares and derived products, such as options, bonds, savings deposits, depository receipts and mortgage bonds. Disputes concerning assets of this nature are only insured if the institution or person with which the dispute exists is licensed by the Netherlands Authority for the Financial Markets (AFM).

# **Art. 3 Insurance**

## **3.1 Who is insured?**

Only those persons residing in the Netherlands are insured. The following are covered:

- you, the policyholder;
- all persons cohabitating with you and who are a part of your household, such as your partner and children as well as your parents, parents-in-law or an au pair who lives in your home.
- your children who do not live at home but in a nursing home, or who are taking daytime classes, including in the event that they are temporarily abroad for this purpose. Children are no longer (co-) insured if they are married or in a registered partnership.

Please note: if your policy states that 'One person' is insured, then you as the policyholder are the only person covered, not the other persons referred to above.

The surviving relatives of the above persons/person are also insured, but only those surviving relatives whom the insured party has an acknowledged duty to care for or support. These surviving relatives will receive legal assistance in the event of the insured party's death as a result of an insured event, although this only pertains to claiming a provision for the living costs.

The co-insured persons have the same rights and obligations as you do for this legal expenses insurance.

You are only insured as a private person. The insurer will only assist you if the dispute concerns an event that occurred to you as a private person or that you performed as a private person.

In these terms and conditions all insured parties are further referred to as 'you'.

## **3.2 Where does your insurance apply?**

You can see in which countries you are insured for each type of cover in the cover overview. You are insured if your case can be submitted to the courts of one of the countries in the territory covered by the insurance, and the law of the country is applicable.

For the sake of clarity, a description of these countries and territories follows:

- the Netherlands: the territory of the Kingdom of the Netherlands located in Western Europe. Thus not the special municipalities of Bonaire, Sint Eustatius and Saba;

- the European Union – all the member states of the European Union as well as the following countries that border the European Union: Andorra, Liechtenstein, Malta, Monaco, San Marino and Vatican City;
- Europe: the countries that are part of the continent of Europe, insofar as their territory is located in the continent of Europe;
- the nations bordering the Mediterranean Sea: those nations whose territory borders directly on the Mediterranean Sea.

### **3.3 When can you obtain legal assistance?**

If you are involved in a dispute you can ask your insurer for assistance. You will then receive legal assistance as stated in your policy and in these policy terms and conditions. The dispute must involve yourself or the persons that you co-insured.

#### **3.3.1 The event must occur within the term of the insurance policy**

You receive legal assistance if you are insured at the time that the dispute came into being. Those acts that led directly to this dispute must also have taken place while the insurance policy was in effect. Your application for assistance must be submitted while the insurance policy is in effect.

#### **3.3.2 What happens if, at the time of applying for this insurance, you believe that you require legal assistance?**

You will only receive assistance if, at the time of taking out this insurance, you were not yet aware (or could not have been aware) that you would require legal assistance. If there is any doubt in this respect, you are required to demonstrate that you were not yet aware (or could not have been aware) thereof.

#### **3.4 If you are not yet involved in a dispute but require advice**

If you believe that you will be facing a dispute for which you will require legal assistance and it pertains to a matter that falls under this insurance policy, then you can request that your insurer advise you in this respect by telephone.

#### **3.5 If you need legal assistance in multiple disputes**

If you are involved in multiple disputes that are interconnected or that are that are the result of the same actions, then your insurer considers these disputes as a single dispute. This means that, for example, you are entitled to receive the maximum external costs applicable to that dispute once, and not on multiple occasions.

### **3.6 Which expenses are covered?**

#### **3.6.1 Internal expenses**

The costs for legal assistance by experts working for the insurer are labelled as internal costs. All of these internal costs are covered by the insurer, including when the insurer's experts represent you in legal or administrative proceedings.

#### **3.6.2 External expenses**

- a. Aside from those internal expenses, the insurer also covers other costs that it believes are necessary with respect to the legal assistance provided for your dispute. These costs are labelled as external expenses. The insurer will only pay the reasonable and necessary costs, and it will never exceed the maximum external costs. The maximum costs are stated in your cover overview. Please note: If however a dispute is at issue involving multiple interested parties, then the insurer will only pay out those costs as stated in article 6.3 'If multiple interested parties are involved'.
- b. Moreover, the following also holds for external costs:
  - The insurer shall only cover the costs incurred for experts that are not working for the insurer (external experts) if the insurer has engaged that expert. This means that if you have engaged an expert, the insurer will not cover the costs therefore.
  - The insurer will only cover the costs of external experts insofar as they are truly necessary for performing the assignment and these costs are also reasonable and necessary. If further costs are incurred than the insurer believes are reasonable and necessary, then the insurer shall not cover these and you will have to pay those costs yourself.

#### **3.6.3 Legal or administrative proceedings where legal representation is not mandatory**

For some cases there are, as a component of the maximum external costs, maximum pay-outs per case. This holds for legal or administrative proceedings where legal representation is not mandatory and where an external legal advisor has been engaged at your request. Here the following applies:

- a. The insurer shall cover no more than, as a component of the maximum external costs, the handling charges (the fee including administrative and other expenses) of this external legal advisor in the case, for each:
  - case that concerns employment law €3,025
  - case that concerns administrative and social security law for two bodies jointly €3,630
  - other proceedings €6,050\*

*\* This does not apply to collection proceedings where there is no substantive defence conducted. In that event the insurer shall reimburse no more than the sum that the legal advisor you selected may charge, pursuant to the applicable legislation (regulations on fees for cases listed for hearing).*

These sums are inclusive of VAT. If you are able to set off the VAT, then the insurer will not pay it.

If the costs of the legal advisor you selected exceed the insured maximum sum for conducting a case, then the insurer shall not cover them and you will be required to pay these costs yourself.

The insurer will only pay the handling charges to the external legal advisor after the proceedings are concluded. This means that the insurer will not pay any handling charges (or a part thereof) on an interim basis.

- b. You are also required to pay an excess of €250 to the insurer. The insurer will only engage the external legal advisor you have appointed once this excess has been received.

### **3.6.4 What other costs are covered?**

Other costs payable by the insurer are:

- costs for external experts to deliver evidence or determine the cause or amount of the damage. This only holds if the insurer has engaged that expert. This means that if you have engaged an expert the insurer shall not pay the costs thereof. If the insurer believes that expenses are charged in excess of what it believes are reasonable and necessary, then it shall not cover those either. You will then have to pay those costs yourself;
- the costs of a professional and impartial conflict mediator, if the insurer engages one on your behalf. The insurer is not obliged to pay that part of the costs of the counterparty;
- court fees, if a legal expert working for the insurer conducts a case on your behalf, or if an external expert engaged by the insurer for that purpose conducts this case on your behalf. In that event the insurer shall also cover the necessary expenses of witnesses and experts that are summoned by the court, but only if the court has awarded those costs;
- the legal expenses of the counterparty, if the court finds that you must cover them;
- your travel and subsistence costs, but only if these are incurred because you are required to appear in a court abroad. The insurer shall only reimburse those expenses if your legal advisor deems it advisable that you appear in that court, and only if you consult the insurer in advance and the insurer gives you permission to make the journey;
- the cost of the proceedings that the court ultimately rules you must pay; and the costs that must be incurred in order to implement a court ruling.

### **3.6.5 Damage caused by another party**

If another party has caused you damage and it is evident that he or she will be unable to compensate for this loss for at least three years, then the insurer shall pay this damage to you, as long as it is no less than € 125. In that event, it must be determined that you are entitled to such compensation. It must also be evident that you cannot be compensated for that loss or damage in another manner. The insurer will pay out up to € 12.500 if damage to a motor vehicle is at issue, and up to € 2.000 for any other loss or damage.

### **3.6.6 A foreign government demands that you pay a deposit**

If a foreign government demands that you pay a deposit in order to be released or for your confiscated property to be returned, then you can apply to the insurer to have the sum of the deposit advanced. It must pertain to a dispute covered by this insurance policy. The insurer shall advance up to €60,000.00 in the form of an interest-free loan to you. If the foreign government returns the money to you, then you must repay it to the insurer forthwith. If the money is not returned to you then you are still required to pay the sum of the deposit to the insurer, but in that event within one year of the time at which the insurer advanced the money to you.

## **3.7 What is not insured?**

### **3.7.1 Which expenses are not covered?**

The following expenses are not covered:

- costs incurred by the counterparty in collecting a sum due from you;
- costs that can be reimbursed in another manner. The Legal Aid Act (*Wet op de Rechtsbijstand*) is not taken into account in assessing these costs;
- VAT, if it can be set off. If the insurer has paid any VAT that you can set off, then it must be repaid to the insurer;
- a fine or monetary penalty or judicial penalty imposed upon you;
- external costs that exceed the maximum sum.

### **3.7.2 Recovering incurred expenses**

- a. If the insurer incurs costs in assisting you and you are able to recoup these costs from another party or insurance company, then the insurer advances these costs to you. If these costs are later paid to you by another party or insurance company, then you must repay that sum to the insurer. This also applies to legal costs that are awarded to you under a final judgement and to extrajudicial collection or other costs paid to you.

- b. Certain legal assistance costs can sometimes be recovered from another party, which means that that party pays these costs. If that is possible, the insurer can recover those costs in your name. If the insurer recovers those costs, it may retain that money.

### **3.7.3 When will the insurer not or no longer provide legal assistance?**

Article 6 of the OV ALG General Terms and Conditions lists those cases where you will not receive legal assistance. The cover overview also lists the specific situations where you will not receive legal assistance for each type of cover. Further, you will not or no longer receive legal assistance:

- a. if you request legal assistance when your insurance policy has already expired, if the dispute arose before you took out the insurance, if the actions that gave rise to the dispute occurred before you took out the insurance, or if you were aware or could have been aware that you would require legal assistance when you took out the insurance.
- b. if you act contrary to the policy terms and conditions and consequently adversely affect us or the insurer. For example, you will not receive legal assistance if you have submitted a request for legal assistance too late and the insurer can only aid you by incurring greater costs or increasing its workload.
- c. if you do not meet your obligations under the policy terms and conditions. For example, because you did not give the insurer the opportunity to resolve the dispute with the counterparty by mutual agreement before entering into legal proceedings, while such could have been reasonably expected of you. This is also the case if you do not cooperate to the full possible extent with the legal expert working for the insurer or with an external expert engaged by the insurer, or if you deliberately provide incorrect information.
- d. if you have engaged somebody yourself to deal with the case or if you have engaged an expert;
- e. if you no longer reside in the Netherlands. In that event you will not be provided with assistance for new legal disputes. This does not apply to your unmarried children who are following daytime classes abroad.
- f. if the persons that you co-insured no longer cohabit with you. In that event they will not be provided with assistance for new legal disputes. This does not apply to your unmarried children who are following daytime classes.
- g. if your children (or step- or foster children) are no longer following daytime classes fulltime, and if they no longer cohabit with you. In that event they will not be provided with assistance for new disputes. If they no longer live in a nursing home (nor cohabit with you), they will not be provided with assistance for new disputes either. If they are married or in a registered partnership (and no longer cohabit with you), they will not be provided with assistance for new disputes either.
- h. if you are involved in criminal proceedings and you are accused of deliberately breaking the law, or you are accused of having wilfully committed a crime. Should it emerge at the conclusion of the criminal proceedings that you did not act wilfully or deliberately, then the insurer shall cover the costs you incurred in the criminal proceedings, up to the maximum external costs. Those costs must be necessarily incurred and must be reasonable, while the criminal proceedings have to be covered by your legal expenses insurance.
- i. if a party demands compensation from you. When it comes to these disputes you generally have liability insurance. If you have liability insurance but your liability insurer declines your case then you will receive legal assistance, unless the liability insurer does not cover you because an intentional act on your part is at issue. If you are receiving legal assistance from the insurer and your counterparty institutes legal proceedings, then you will no longer receive legal assistance.
- j. if you deliberately caused the dispute in order to gain therefrom (and you would otherwise not have done so). For example, if you committed an act and you ought to have understood that this would undoubtedly lead to a dispute. Nor will you receive legal assistance if you could have prevented the dispute but deliberately did not do so, while you could have done that without it adversely affecting you.
- k. if you are involved in a dispute concerning taxes, such as a tax assessment, levies, import duties or excise duties. In some cases you will receive assistance if you are insured under the Tax & Assets module.
- l. if you lend out money at unconventional terms or for a commercial interest;
- m. if you become involved in a dispute concerning the obligations of other parties, such as standing guarantee or surety. If the dispute arose because you assumed the obligations of another person or because the obligations of another person have passed to you, for example because you took the place of another person and consequently became party to a dispute that originally involved that other person, then you will also not receive assistance.
- n. if the dispute does not pertain to your activities as a private person.
- o. if the dispute involves laws or rules determined by the authorities or that the authorities intend to adopt and that apply to everyone.
- p. if the law on foreign nationals is at issue.
- q. if a minimum interest applies to the dispute, and that minimum interest is not reached. The interest is the sum that the dispute concerns, and if it is below a certain figure, you may not receive legal assistance. The cover overview of the modules states whether a minimum interest applies and what it is.
- r. if you have a dispute with the insurer concerning this legal expenses insurance. This could be a dispute concerning an interpretation of these policy terms and conditions that is disadvantageous to you or concerning the legal assistance provided by the insurer. In that event you will not be provided with assistance

in that dispute through this insurance. If the courts ultimately find in your favour, then the insurer will retroactively reimburse you for the costs of legal assistance you incurred, up to the maximum for external costs applicable to this dispute. However, this reimbursement is only insofar as these costs were necessary and reasonable.

- s. if the dispute pertains to immovable property other than the home in which you live, or in which you last lived or in which you will be living, or if the dispute pertains to your holiday home that is not primarily intended for your own use.
- t. if it is stated in your policy that you are insured as a tenant and you are involved in a dispute as owner of a holiday or other home as the owner.

## **Art. 4 Legal assistance**

### **4.1 What does the insurer expect of you if you become involved in a legal dispute?**

If you require legal assistance and wish to use your insurance to obtain it, then contact your insurer as soon as possible so that the insurer is able to provide you with all possible assistance. The insurer is also able to prevent your dispute from growing or becoming more complex.

You must also allow the insurer to try and solve your dispute with the counterparty without the matter going to trial, instead reaching an amicable settlement. In this respect you are reasonably required to cooperate.

The insurer moreover expects you to cooperate with your legal expert and/or with the external expert engaged by the insurer who works on your behalf. This entails that:

- you clearly detail the dispute and state what you wish to achieve;
- you provide all relevant information and documents; the information you provide must be correct;
- you permit the insurer to receive information on your case from an external expert (such as a lawyer or doctor) or to have access to it;
- you demonstrate the scope of the dispute and your (financial) interest therein if the insurer requests such. This can be done by means of a report from an external expert, in which it must be stated who caused the dispute, what caused the dispute and what the financial consequences thereof are for you. If it is clear from the report that you have a dispute that falls under this insurance policy, the insurer shall reimburse the reasonable costs of the expert that you engaged. If this is not evident from the report, you will be required to pay the expenses yourself;
- you cooperate with a request to appear as a civil party in criminal proceedings;
- you cooperate in the recovery of the costs of legal assistance from another party;
- you adopt a proper attitude towards the counterparty, the staff of the insurer and other persons engaged by the insurer;
- you do nothing that can be detrimental to the legal assistance or the interests of the insurer. This includes doing anything that unnecessarily increases the workload or costs of the insurer with respect to your dispute.

If you do not immediately report the dispute to the insurer or do not cooperate to a sufficient degree, then the insurer could terminate the legal assistance.

### **4.2 What can you expect from insurer?**

- a. The insurer's legal experts provide you with expert legal assistance. The legal experts abide by the insurer's Legal Assistance Code of Conduct (*Gedragcode Rechtshulpverlening*)
- b. The insurer is a member of the Dutch Association of Insurers (*Verbond van Verzekeraars*) and adheres to the Legal Assistance Code of Practice (*Kwaliteitscode Rechtsbijstand*) of the Dutch Association of Insurers.
- c. The insurer adheres to specific reply periods. Further information on the codes and terms can be found at [www.das.nl](http://www.das.nl).

### **4.3 A reasonable chance of winning**

The insurer will only provide legal assistance if it believes there is a reasonable chance that you will win. If the insurer believes that there is not a reasonable chance that the matter will be decided in your favour, and if you do not concur, then you can employ the dispute settlement procedure (see article 6.1).

### **4.4 Interest to costs ratio**

Instead of providing legal assistance, the insurer can also pay you a sum of money. The insurer will only do this if the costs of the legal assistance could become greater than the sum you can obtain from the counterparty. The insurer will then award you the sum that you would have received from the counterparty.

## **Art. 5 Dealing with your case**

### **5.1 An expert employed by the insurer deals with your case**

The point of departure here is that one of the expert staff of the insurer provides legal assistance. This member of staff acts on your behalf with respect to the persons and organisations involved and negotiates on your behalf with the counterparty. If necessary, he or she shall institute legal proceedings. It is important that the insurer is able to assess and deal with your case as early as possible.

## **5.2 Engaging external experts**

If the insurer considers it necessary, an expert can be engaged who is not employed by the insurer, such as a legal advisor or a claims examiner. These external experts can then provide some or all of the legal assistance. Only the insurer may engage this expert on your behalf – you may not do so yourself.

## **5.3 Selecting your own legal advisor**

- a. If it becomes necessary to conduct legal or administrative proceedings on your behalf, then you may select a legal advisor. In many cases the legal expert employed by the insurer can conduct the proceedings for you, but should you wish, you may also select a legal advisor not employed by the insurer, such as a lawyer. We call this person an external legal advisor.
- b. If you choose to have an external legal advisor conduct the proceedings and the insurer engaged this legal advisor on your behalf for the purpose of conducting the proceedings, then the insurer is not required to engage any other legal advisor or legal expert that is employed by it.
- c. You may also choose your own legal advisor if the party with whom you are in dispute also receives legal assistance from the insurer. Further information in this respect can be found in article 6.2.

## **5.4 Rules for engaging external experts**

- a. The insurer shall decide whether it is necessary to engage an external expert for your dispute.
- b. The insurer will always consult with you before engaging an external expert.
- c. You may not engage an external expert yourself. The insurer always engages the legal expert on your behalf. You automatically permit the insurer to do so when you take out this insurance, and this permission is irrevocable.
- d. If you wish to engage a new external expert while your dispute is being dealt with, the insurer is not obliged to consent to this. Nor does the insurer have to engage more than one external expert for the same dispute.
- e. If an external expert has been engaged who does not work for the insurer, then the insurer's role is limited to paying the costs therefore in accordance with the terms and conditions of this insurance policy. The insurer is not involved with the manner in which your dispute is dealt with. The insurer is not liable for any errors on the part of this external expert.
- f. If you are required to be represented by a lawyer in a case before the Dutch courts, then the lawyer must be registered and have offices in the Netherlands. For a case before a foreign court, the lawyer must be registered in that country.

## **Art. 6 Other**

### **6.1 If you do not agree with how the dispute is handled**

- a. You and the legal expert could have a difference of opinion on how a dispute that you have reported to the insurer is settled, including:
  - with respect to whether your case is winnable; or
  - with respect to the manner in which your case must be further dealt with in a legal sense.You must discuss differences of opinion of this nature with your legal expert. If you cannot agree, you can ask the insurer to apply its dispute settlement procedure.
- b. What happens when the insurer applies the disputes settlement procedure? This entails that the insurer presents the viewpoint of your expert to an external lawyer. This lawyer will provide an independent opinion on how your dispute should be further dealt with. You may select the lawyer and the insurer will engage that lawyer on your behalf. You may not engage a lawyer yourself to provide an independent opinion.
- c. The insurer pays the costs of the lawyer after the insurer has engaged him or her, but only insofar as these costs are really necessary for fulfilling the instruction and insofar as these costs are reasonable and necessary. These costs do not count as part of the maximum sum that the insurer will pay out in the dispute (the maximum external costs).
- d. The lawyer only provides an opinion, and does not take over the case. The insurer will comply with the lawyer's opinion. Irrespective of the lawyer's opinion, the insurer is not obliged to transfer the case to an expert not employed by the insurer.
- e. If the insurer has applied the disputes settlement procedure but you did not agree with the opinion of the lawyer and you proceeded to have the case dealt with at your own expense without the involvement of the insurer, then the insurer will reimburse the costs for this, but only if the dispute is settled in your favour. If an external legal advisor handled your dispute, then the insurer will only pay the necessary and reasonable costs. In this respect the maximum external costs and the maximum pay-out for the handling fees applicable to this dispute also apply. These can be found in the terms and conditions.
- f. The insurer can also decide to transfer the matter to an external legal advisor. This cannot be the lawyer who provided the independent opinion, nor another lawyer or expert who works in the same firm as the lawyer who provided the independent opinion.

- g. If you have a difference of opinion with a lawyer or another expert, then this dispute settlement procedure is not applicable.

#### **6.2 What happens if your counterparty also receives assistance from the insurer?**

- a. If your counterparty also receives assistance from the insurer then you are entitled to receive assistance from an external legal advisor. You may select that advisor yourself, and the counterparty is likewise entitled to do so. Only the insurer may engage this legal advisor on your behalf – you may not engage the external legal advisor yourself. If this legal advisor represents you in legal or administrative proceedings, then the insurer shall cover the costs for up to the maximum costs.
- b. If your counterparty is also insured under your insurance policy, then the insurer shall only provide you with assistance. The point of departure is that the assistance is provided by an expert employed by the insurer.
- c. If, aside from you, both persons who have a dispute with each other are insured under your insurance policy, then the insurer shall grant assistance to the person you select. The point of departure is that the assistance is provided by an expert employed by the insurer.

#### **6.3 If multiple interested parties are involved**

If one or more parties are involved in a similar dispute and the dispute is due to the same cause, or if those parties have an interest in the outcome of your legal action, then the following holds:

##### a. Joint action to which are a party

If joint legal action is already being conducted or if it is being considered or prepared for, and if you are a party to this joint action or wish to join it, then the insurer can decide not to provide legal assistance. In that event the insurer will cover your share of the costs of the joint action. The insurer retrospectively determines your share of the costs by dividing the total costs of the joint action by the number of parties with an interest in the outcome of the joint action.

##### b. Joint action to which are not a party

If you do not wish to participate in the joint action, then a legal expert employed by the insurer will assist you. If an external expert is engaged by the insurer and proceedings must be instituted, then the insurer shall pay the related costs up to €15,000. If legal or administrative proceedings are at issue where a lawyer does not have to be engaged and the insurer engages, at your request, a legal advisor that you have selected, then the insurer will cover the handling fees of this external legal advisor, as a part of the maximum costs, and up to the sum applicable to such costs in that dispute. This sum is stated in article 3.6.3.

##### c. Right to legal assistance from the insurer

If other parties in this legal dispute are also entitled to legal assistance from the insurer, then the insurer can have these cases dealt with jointly by an expert employed by the insurer. If an external expert is engaged by the insurer and proceedings must be instituted, then the insurer shall pay the related costs up to €15,000 for each party for which the insurer is handling the case. If legal or administrative proceedings are at issue where a lawyer does not have to be engaged and the insurer engages, at the request of you and the other parties to this dispute who are entitled to legal assistance from the insurer, a legal advisor that you have selected, then the insurer will cover the handling fees of this external legal advisor, as a part of the maximum costs, and up to the sum applicable to such costs in that dispute. This sum is stated in article 3.6.3.

#### **6.4 Premium adjustments and amendments to the terms and conditions**

Supplemental to the General Terms and Conditions, the insurer may annually adjust the premium in accordance with the rise of the consumer price index for households published by Statistics Netherlands.

#### **6.5 If you believe that there was an error in the handling of your case**

- a. If you believe that the legal expert employed by the insurer has erred in dealing with your case, and that you have consequently suffered a loss, then you can inform the management board of the insurer thereof in writing. The management board will then conduct an investigation and send you a written response.
- b. The insurer is insured for professional errors committed by legal experts working for the insurer. Your legal expert can inform you about this insurance. If it emerges that the insurer's legal expert did commit an error, the insurer will compensate you for any loss suffered. The maximum sum you will be paid is the sum that the insurer's liability insurance pays out, plus the insurer's excess with respect to this liability insurance.
- c. The costs incurred in your legal action or actions against the insurer are in principle payable by you.
- d. The insurer is not liable for errors on the part of experts who are not employed by the insurer, such as lawyers.

#### **6.6 How does the insurer deal with complaints?**

- a. Should you have any complaints about the way in which your dispute was dealt with, it is important you discuss it as soon as possible with your legal expert. He or she shall, together with you, examine the available options for dealing with your objections.
- b. If you wish to submit a complaint to the management board of the insurer, the process can be found in the insurer's complaints procedure. The complaints procedure can be viewed at [www.das.nl](http://www.das.nl).
- c. If you are still unsatisfied after complaining to the insurer, then you can submit your complaint to the Financial Services Complaints Board (*Klachteninstituut Financiële Dienstverlening* - KIFID). Further information can be found at [www.kifid.nl](http://www.kifid.nl). You can also lodge a complaint with the courts.



## 6.7 Your data

- a. If you request assistance from the insurer, it has access to your personal data. The insurer uses this data:
  - to determine whether or not you are entitled to legal assistance;
  - to provide you with legal assistance;
  - to prevent and combat fraud;
  - for statistical purposes.
- b. The insurer adheres to the Code of Conduct for the Processing of Personal Data by Financial Institutions (*Gedragcode Verwerking Persoonsgegevens Financiële Instellingen*), which applies to all insurers in the Netherlands. This code can be viewed at [www.verzekeraars.nl](http://www.verzekeraars.nl).
- c. When it comes to dealing with your dispute, the insurer is only allowed to be in contact with you.
- d. If you took out your insurance through an insurance advisor, then the insurer may provide information on your insurance to your insurance advisor but not on the legal assistance that you request or receive. If you do want the insurer to provide information on your dispute to your insurance advisor, you will have to give the insurer special permission to do so. This permission is granted by means of an authorisation, which must be granted for each dispute.
- e. If you wish another person to be in contact with insurer concerning your conflict, or that insurer provides them with information, then you must sign an authorisation for that purpose. Separate permission is required for each dispute. The insurer can only provide information on the assistance you are receiving to that other person after you have signed it.
- f. You can find out more about how the insurer deals with your privacy at [www.das.nl/privacy](http://www.das.nl/privacy).

**Module A: Traffic & Holiday**

You are only insured for this module if it is stated on your policy.

**Scope of the cover**

Concerns	You will receive legal assistance in disputes	You will not receive legal assistance	Where does your insurance apply	Maximum costs (excluding VAT)	Minimum interest
<b>Traffic-related damage and injury</b>	Involving damage and personal injury sustained while in traffic (road, air, rail and waterborne traffic).  <i>The driver and occupants who are in your vehicle, aircraft, watercraft with your permission also receive assistance. The driver must be authorised to drive the vehicle or craft.</i>	If you drove a vehicle, watercraft or aircraft without being authorised to.	Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	No minimum
<b>Traffic-related criminal action</b>	For which you are criminally prosecuted as a result of events while in traffic. This could be due to a death or injury caused by negligence or a traffic violation on your part. You will receive legal assistance in the criminal proceedings.	If you are accused of: • deliberately breaking the law; • deliberately committing a crime.  <b>Please note:</b> <i>If it is later established that you did not deliberately break the law or commit a crime, then the insurer will still reimburse the costs of the criminal proceedings. This pertains to the costs of a lawyer that had to be incurred in order to provide for your defence in the criminal proceedings. The criminal proceedings must also be insured, pursuant to these terms and conditions.</i>  If you can or could have avoided the criminal or other proceedings by paying an out-of-court or other settlement.	Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	No minimum
<b>Holiday</b>	Concerning a holiday that you booked and that pertain to: • transport to and from your destination; • the rented accommodation; • the travel and cancellation insurance that you took out.  <i>The person with whom you travelled from the Netherlands (during the holiday) also receives legal assistance.</i>		Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	€175
<b>Contracts relating to the repair, towing and transport of vehicles, watercraft or aircraft.</b>	Concerning the repair of your vehicle, aircraft or watercraft. Or directly related to a towing and transport contract for your vehicle or craft.		Global	Europe and those non-European countries bordering on the Mediterranean: €60,000 or €30,000 (see your policy)  Rest of the world: €10,000	€110
<b>Other contracts relating to vehicles,</b>	Concerning the purchase, sale, maintenance or insurance of your motor vehicle, aircraft or watercraft.	If you purchase a second-hand motor vehicle, aircraft or watercraft without a written guarantee. With respect to motor vehicles, this must be a guarantee from a brand dealership, BOVAG	Europe and those non-European countries	€60,000 or €30,000 (see your policy)	€110

<b>watercraft or aircraft.</b>	Concerning hiring or leasing a motor vehicle, aircraft of watercraft that you shall be using.  Concerning claiming back a motor vehicle, aircraft or watercraft in disputes on ownership, possession or attachment.	(Association of Motor Car, Garage and Allied Trades) or FOCWA (Vehicle Repair Association) affiliated company  If your motor vehicle, aircraft or watercraft is used for special purposes, such as renting, giving lessons, taking tests and delivery services for third parties, in which event you do not use it as a private person.	bordering on the Mediterranean		
<b>If you are required to surrender your driving licence</b>	Concerning demands to surrender your driving licence, unless such happens in criminal proceedings.		Europe and those non-European countries bordering on the Mediterranean	€60,000 or €30,000 (see your policy)	€175

### **Module B: Consumer & Home**

You are only insured for this module if it is stated on your policy. The terms and conditions of module A: Traffic & Holiday are likewise applicable.

#### **Scope of the cover**

<b>Concerns</b>	<b>You will receive legal assistance in disputes</b>	<b>You will not receive legal assistance</b>	<b>Where does your insurance apply?</b>	<b>Maximum costs (excluding VAT)</b>	<b>Minimum interest</b>
<b>Health and injury</b>	Concerning your health if you have sustained an injury. For example: • personal injury sustained while not in traffic; • personal injury or illness sustained at or due to your work as a salaried employee or civil servant; • as a result of errors during medical treatment or care.		Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	No minimum
<b>Criminal proceedings not due to traffic-related events and disciplinary proceedings</b>	Concerning event for which you are criminally prosecuted and that do not pertain to traffic-related events. You will receive legal assistance in the criminal proceedings.  For which you are subject to disciplinary proceedings, in which event you will receive legal assistance.	If you are accused of: • deliberately breaking the law; • deliberately committing a crime.  <b>Please note:</b> <i>If it is later established that you did not deliberately break the law or commit a crime, then the insurer will still reimburse the costs of the criminal proceedings. This pertains to the costs of a lawyer that had to be incurred in order to provide for your defence in the criminal proceedings. The criminal proceedings must also be insured, pursuant to these terms and conditions.</i>  If you can or could have avoided the criminal or other proceedings by paying an out-of-court or other settlement.	Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	€175

		In disciplinary proceedings that concern your actions in doing your job as a salaried employee or civil servant. You will receive assistance if you are also insured under Module C; 'Work'.			
<b>Damage to your person or personal property</b>	Non-traffic related damage (not an injury) caused by other persons to you or to your personal property		Global	Europe and those non-European countries bordering on the Mediterranean: unlimited  Rest of the world: €10,000	€175
<b>Goods and services</b>	That arose when you concluded an agreement in your capacity as a private person.	If you lend out money at unconventional terms or for a commercial interest.	The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Financial institutions</b>	Involving financial institutions such as banks and insurance companies.  <b>Please note:</b> A precondition for receiving assistance is that the financial institution holds a license from the authorised regulators.	If you have a legal dispute with the insurer? This could involve the legal assistance or the interpretation of the policy terms and conditions.  <b>Please note:</b> If you have won a dispute with the insurer in the courts, then the insurer shall reimburse your costs incurred when dealing with this dispute. Your dispute must be handled by a lawyer. The insurer will only pay the necessary and reasonable costs.  If your dispute involves purchasing, selling or managing shares (and derivative products, such as stock options), bonds, savings deposits, certificates or mortgage bonds.  <b>Please note:</b> In some cases you will receive assistance in disputes related to asset management if you are also insured under Module D: 'Tax & Assets'.	The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Health and contracts</b>	Concerning a contract with a physician, medical institute or care facility.  With an insurer concerning your: • invalidity insurance; • health insurance.		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Education</b>	With an educational institute that concerns education.  Concerning the financing of studies.		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Unlawful actions on your part</b>	That arose because another party has claimed damages from you.  <b>Please note:</b> When it comes to these disputes you generally have liability insurance. You will only receive legal assistance from the insurer under this policy if you have	If you deliberately caused the damage.  If the dispute concerns damage caused by a vehicle, aircraft or watercraft.	The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175

	<p><i>liability insurance but this dispute is not insured under that policy.</i></p> <p><i>If you are receiving legal assistance from the insurer in such a dispute and your counterparty starts legal proceedings, then you will no longer receive legal assistance.</i></p> <p><i>If you are no longer receiving legal assistance from the insurer and the court finds that you did not act unlawfully, then the insurer will reimburse the reasonable and necessary costs incurred by a lawyer.</i></p>				
<b>Volunteer</b>	As a volunteer, including voluntary work as the unremunerated director of an association.		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Social security</b>	On your right to benefits pursuant to social security laws.		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Pensions</b>	<p>With an implementing organisation or your employer concerning your pension. The dispute must thus concern the accrual or the payment of your pension.</p> <p><i>An implementing organisation is one that insures, implements or pays out your pension</i></p>		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
<b>Home</b>	<p>That concern buying, selling, building, renovating, occupying, renting, temporarily letting or the use of your home or holiday home.</p> <p><i>Your home is the home in which you live, or in which you last lived or in which you will be living. Your holiday home is only insured if it is primarily for your own use.</i></p> <p><b>Please note:</b> <i>If your policy states that you are insured as the tenant, then you will not receive assistance in disputes concerning your (holiday) home that involve you as the owner, such as buying and selling, building and renovating or letting.</i></p> <p><b>Please note:</b> <i>Letting out your home will only be covered if it is temporary. This could be because you are staying elsewhere or as a temporary measure because your home, which is officially for sale, has not yet been sold.</i></p>	<p>If your home or holiday home is not in the Netherlands or if the land is not located in the Netherlands.</p> <p><b>Please note:</b> <i>In some cases you will receive assistance if you are insured under Module D: 'Tax &amp; Assets'. In that event a holiday home located abroad is also covered.</i></p> <p>If you let out a home that you have rented.</p>	The Netherlands	€60,000 or €30,000 (see your policy)	€175
<b>Neighbours</b>	That you have with our neighbours, for example concerning statutory property rights between adjoining properties.		The Netherlands	€60,000 or €30,000 (see your policy)	€175

	<i>Statutory property rights between adjoining properties include those rules that the owners and users of immovable properties that adjoin each other must abide by.</i>				
<b>The authorities</b>	With the local or national authorities in the Netherlands.	For tax disputes  <b>Please note:</b> <i>In some cases you will receive assistance if you are insured under Module D: 'Tax &amp; Assets'.</i>	The Netherlands	€60,000 or €30,000 (see your policy)	€175
<b>Law of persons and parenthood</b>	That concern your personal status and the relationship between you and your children (or adopted, step and foster children). This could include disputes concerning: • your name; • children being recognised; • the payment of alimony for your children should your ex-partner wish to amend or cease paying it; • placing under guardianship and administration.  <b>Please note:</b> <i>Should you wish to amend or cease the alimony that you pay or receive, you will only receive legal assistance if you are insured under module B: 'Consumer &amp; Home' for at least 3 years.</i>	In disputes concerning or that are the direct result of: • a divorce; • the termination of a partnership or other form of cohabitation, whether or not it is registered as such; • the payment of alimony to your ex-partner or that your ex-partner must pay to you.	The Netherlands	€60,000 or €30,000 (see your policy)	€175
<b>Inheritance laws</b>	Concerning an inheritance.  <b>Please note:</b> <i>You will only receive legal assistance if the person whose estate is at issue died while this insurance was in effect.</i>		The Netherlands	€60,000 or €30,000 (see your policy)	€175

### **Module C: Work**

You are only insured for this module if it is stated on your policy.

The terms and conditions of module A: Traffic & Assets and B: Consumer & Home are likewise applicable.

### **Scope of the cover**

<b>Concerns</b>	<b>You will receive legal assistance in disputes</b>	<b>You will not receive legal assistance</b>	<b>Where does your insurance apply?</b>	<b>Maximum costs (excluding VAT)</b>	<b>Minimum interest</b>
Employment and civil servant	That concern your work as a salaried employee or civil servant.	If you work on a professional basis as a director under the articles of association or another director of a legal entity with commercial objectives	The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
Disciplinary proceedings and complaints on how you perform your job.	That arise if, in performing your job, you receive a complaint on your actions as a salaried employee or civil servant and: • for which you are subject to disciplinary proceedings. In that event you will receive legal assistance in the disciplinary proceedings;	For complains that are dealt with by means of an internal complaints procedure.	Global	Europe and those non-European countries bordering on the Mediterranean: €60,000 or €30,000 (see your policy)	€175

	<ul style="list-style-type: none"> <li>• that are dealt with by and independent disputes or other committee or a body that is tasked with handling medical or paramedical complaints.</li> </ul>			Rest of the world: €10,000	
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**Module D: Tax & Assets**

You are only insured for this module if it is stated on your policy.

The terms and conditions of module A: Traffic & Holiday and B: Consumer & Home are likewise applicable. Module C: Work is only applicable if it is stated on your policy.

**Scope of the cover**

Concerns	You will receive legal assistance in disputes.	You will not receive legal assistance	Where does your insurance apply	Maximum costs (excluding VAT)	Minimum interest
Your holiday home abroad	Concerning your holiday home abroad.  <b>Please note:</b> <i>You will only receive legal assistance if the holiday home is for your personal use.</i>		The European Union, Norway and Switzerland	€60,000 or €30,000 (see your policy)	€175
Asset management	Concerning asset management.  <i>Asset management involves purchasing, selling or managing shares (and derivative products, such as stock options), bonds, savings deposits, certificates or mortgage bonds.</i>	If the institution or person with whom you are in dispute is not licensed by the Netherlands Authority for Financial Markets (AFM)	The Netherlands	€60,000 or €30,000 (see your policy)	€175
The Dutch Tax and Customs Administration	Concerning decisions made by the Dutch Tax and Customs Administration on a tax or levy that concerns you.  <b>Please note:</b> <i>This decision must have been made by the Tax and Customs Administration during the period in which this insurance was in effect. You will only receive legal assistance if the dispute can be submitted to the Dutch courts. Dutch law must be applicable. The insurer can immediately engage an external expert with respect to the legal assistance.</i>	When a tax return or notice of objection is submitted to the Tax and Customs Administration.	The Netherlands	€60,000 or €30,000 (see your policy)	€175
Divorce mediation	You can obtain legal assistance from a mediator in the event of your marriage or registered partnership being dissolved. A mediator will consult with you and your partner, where you examine whether you and your partner can apply to the courts for a divorce.  If you and your partner wish to jointly apply to the courts for a divorce after the mediation, you will also be provided with legal assistance from a lawyer.  <b>Please note:</b> <i>You will not receive assistance other than this mediation for a dispute concerning a divorce.</i>	In a dispute concerning the payment of alimony to your ex-partner or that your ex-partner must pay to you.  If your marriage or registered partnership has lasted less than three years.  If you have only been insured under module D: 'Tax & Assets' for less than three years.  If the insurer has paid for divorce mediation previously for the same marriage or partnership.	The Netherlands	€2,500	€175

	<p>If you request divorce mediation from the insurer, you must include a copy of the marriage certificate or an extract from the register of births, deaths and marriages.</p> <p>If the insurer believes that all the conditions have been met, the insurer shall engage a mediator to provide/perform the mediation. This mediator must be registered with the Dutch Federation of Mediators (<i>Mediatorsfederatie Nederland – MfN</i>). The insurer can provide a list of mediators upon your request.</p> <p><b>Please note:</b> <i>You may choose the mediator but you may not engage him or her yourself, and the insurer will engage the mediator on your behalf.</i></p>				
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## **Legal Expenses Insurance Clauses Sheet**

If the policy contains one or more of the clause numbers stated below, then it is supplemental to or takes the place of that stated in the general and/or special policy terms and conditions.

The contents of a clause can entail an extension or restriction with respect to the cover and concerns those provisions as stated in the general and/or special terms and conditions

### **M9000 Exclusion of a known dispute**

The insurer will not provide legal assistance (including advice) for questions pertaining to or arising from a dispute or disputes as stated when the insurance was taken out.

### **M9052 Module E: Letting property**

Supplemental to the special policy terms and conditions, legal assistance will also be provided for a dispute concerning rented property that has been accepted as such by the company.

The collection of monetary claims resulting from the lease is not covered, unless a legal defence is the reason for non-payment. If the collection of your claim is not covered, you can have it collected by DAS Incasso at a favourable rate.

### **M9053 Special conditions for the elderly**

Who is insured?

Aside from the aforementioned insured parties, those underage grandchildren under your care or that of your spouse are co-insured.

What are you insured for?

- Advice on termination of life  
In the event of unremitting suffering on the part of you, your partner or your cohabitating children, you are entitled to one-off legal advice from a lawyer with respect to termination of life. The insurer shall reimburse the costs of a lawyer for up to €1,250.  
The insurer shall not cover advice concerning termination of life within three years of having taken out the insurance.
- Inheritance  
In the event of you or your partner dying, you or your partner's heirs will receive legal assistance for disputes concerning the estate between them (and their interests) and third parties.
- Voluntary work and social work  
You will receive legal assistance in a dispute concerning your activities as a volunteer or social worker or other activities of a social nature.

Where does your insurance apply?

You are insured in the Netherlands.

### **M9020 Run-down risk disputes former medical professional practice**

In addition to the applicable general and special private policy conditions, the insured person is also entitled to legal assistance for disputes relating to the medical profession previously practiced and legally insured with the company for legal assistance, in which the following provisions also apply:

- There is only entitlement to legal assistance in a criminal case or disciplinary case about a complaint that is dealt with by a commission / college that is charged with (para) medical complaint handling and in so far as the dispute relates to the exercise of the medical profession and the event to which the dispute relates occurred during the insurance period of the professional legal aid;
- The insurance period for this additional cover commences at the moment that the insurance, DAS RechtsPartner for healthcare providers, is terminated and is equal to the period that the insured was insured for legal assistance with the company for his medical profession, with a maximum of 10 years;
- If the insured, after termination of DAS RechtsPartner for healthcare practitioners, wishes to provide legal help on this additional exit cover, he must demonstrate during which period and under what conditions he was insured with the company.

### **M9073 Supplementary Dismissal/Unemployment**

The provisions only apply as a supplement to and deviate from the basic cover.

As an employee, civil servant or if in a similar function, you are insured for disputes regarding:

- terminating your employment contract. The dispute must concern the termination;
- unemployment benefit. The dispute must directly relate to the termination of your employment contract.

You will not receive any legal assistance if you are dismissed as director under the articles of association.