

Special terms
and conditions

Legal Assistance Insurance

RB2016



Explanation Special terms and conditions Legal Assistance Insurance

If your policy sheet shows that Legal Assistance Insurance has been taken out and the premium for this insurance has been paid on time, you are entitled to the cover as described in the articles in these special terms and conditions. These articles must be read in conjunction with the general terms and conditions.

According to the Dutch Financial Supervision Act, OOM Verzekeringen is not permitted to handle your claim itself. This is why the claim handling for this insurance has been subcontracted to ARAG. Where 'we' is used in these Special terms and conditions for Legal Assistance Insurance, this refers to ARAG.

This legal assistance insurance entitles you to the following:

- Legal assistance
- Advice over the telephone

This insurance applies to you as a private individual. For example, if you have a dispute as a consumer or as an employee. But not in situations where you obtain income outside paid employment.

You may call us at any time. Also if you are not sure whether you are insured for your dispute. You may also send us an email.

Telephone: + 31 (0)33 4 342 342

Email: servicecenter@ARAG.nl

If you are insured with us, we are always available to help you. To answer your legal questions, or to help you with a dispute.

Call us sooner rather than later

Our experience is that most disputes arise through unclear agreements and misunderstandings. To prevent these, we are happy to advise you. You can find numerous answers on our website. But you can also simply give us a call. The earlier you do, the greater the chance you will prevent a dispute. Or that we can speedily resolve your dispute.

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What do we mean by...?

ARAG

We use ARAG to refer to ARAG SE. ARAG is the insurance company that deals with claim handling on behalf of OOM in the event of a legal dispute and if necessary organises the advance of a surety.

ARAG is registered with the Netherlands Authority for the Financial Markets under number 12041118. ARAG SE has its registered offices in Düsseldorf, Germany. The head office in the Netherlands is in Leusden. You will find the ARAG contact details in 'What should you do if you have a dispute?'

Mediation

A form of dispute resolution with the aid of an independent, expert mediator.

Legal assistance

Legal advice to prevent or resolve a dispute (or potential dispute). This also includes representing your legal interests if you have become involved in a dispute, by:

- conducting a defence, in or out of court, against civil claims or criminal charges;
- issuing claims, in or out of court, or submitting and defending notices of application or objection on your behalf;
- enforcing judgments, determinations or arbitral awards.

1. Who are the insured persons?

Note: this description differs from that given in the general terms and conditions.

- If you are single, then you are the only insured person.
- All the persons named on the policy sheet are also insured.
- If you have a family, then the insured persons are yourself, your husband, wife or partner with whom you cohabit on a long-term basis and any unmarried children, adopted children, foster children or stepchildren who are living with you.
- Your next of kin are only insured if they are entitled to claim a payment to cover living expenses following an event for which your next of kin are entitled to legal assistance under the insurance.
- If you recover losses from a third party who has legal liability following a road traffic accident, then there are additional insured persons, being any persons seated in your vehicle and any persons driving your vehicle with your permission. They also have entitlement under your Legal Assistance Insurance.

2. Where is your Legal Assistance Insurance valid?

Your insurance is valid worldwide. But you are only entitled to legal assistance if you can bring the case before a judge in the relevant country and the law of that country applies to the insurance.

Note: the components 'Social insurance + Pension' (in the Basic cover), the Top cover and the categories 'Property ownership' and 'Renting out a property' are not valid worldwide:

- The 'Social insurance + Pension' component in the Basic cover is only valid in the Netherlands.
- The Top cover is only valid in the European Union and the United States.
- The categories 'Property ownership' and 'Renting out a property' are only valid for properties in the Netherlands.

3. Which criteria must a dispute always meet before you receive legal assistance?

You will receive legal assistance for a dispute if you need it, and if it is a dispute for which you are insured with us. We have a number of prerequisites before we help you:

- You did not know you would have a dispute before you took out insurance. And you could not have known you would have a dispute. Or you did not know you would have a dispute when you took out an extra component and you could not have known at that time.
- There is always a time when a dispute arises. But before that time, things occur which lead to a dispute. These are the 'events'. We regard the first of these events as the cause of the dispute. Our prerequisite is that you had already taken out insurance or the extra component, and that the first event only took place after that date.
- The first event and the dispute must have taken place after the commencement of the insurance and before the expiry date. Only then will you receive legal assistance.

Is there actually a dispute?

It is not always clear if there is an actual dispute. For example, if we do not know how your damage occurred or who is responsible for an event. We can then ask you to first prove that there is a dispute. You do this by providing an expert report. The report must make clear what happened, how it happened, what the

consequences are and who caused the dispute. If we can help you further on the basis of the report, we will refund the costs for one expert report. These costs must however be reasonable.

4. What should you do if you have a dispute?

Do you have a dispute, or do you think you will have a dispute for which you might need our help? Inform us immediately, even if you are not sure you will actually have a dispute. It is very important for us to be able to assess your dispute as soon as possible.

You can contact the ARAG ServiceCenter. Have your policy number to hand. The members of the legal team at the ServiceCenter will discuss the problem with you and will advise you on what you should do. If necessary, they will ask you to inform ARAG of the case in writing. You will find the contact details below.

Telephone

The ARAG ServiceCenter is available every day from 08.30 to 17.30 CET via +31 (0)33 4 342 342

Via email

You can send an email to servicecenter@arag.nl. Please include all documents digitally.

Via the website

You can report your case online, via www.arag.nl, click on 'Zaak melden'. Please include all documents digitally.

The ARAG ServiceCenter will inform you about how your case will be handled further. If it is necessary for you to report your case in writing, please do this as described below. This will enable ARAG to handle your case as quickly as possible.

Traffic case (dispute following a collision)	Legal case
Form: a photocopy or copy of the European Damage Report Form	Form: the OOM Legal Assistance Insurance Claim Form
Post to: ARAG Rechtsbijstand, T.a.v. Schadeadministratie, PO Box 230, 3830 AE Leusden, The Netherlands	Post to: ARAG Rechtsbijstand, T.a.v. Schadeadministratie, PO Box 230, 3830 AE Leusden, The Netherlands
You can ask OOM for the ARAG damage report form, or you can download it from our website www.oominurance.com .	

Which information do we want from you?

We want all the information that is important for assessing and handling your dispute. Only then will we be able to help you properly. We may also ask you for extra information and proof. Only send us copies of documents: keep the originals yourself.

5. What will ARAG do if you have asked for assistance?

You report a dispute. What happens next? First, you can read about the steps we will take below. We will then explain a number of these steps.

The steps

- First, we will check if you are insured for your dispute.
- We will telephone or mail you within 2 working days, to inform you of the conclusion. This may take longer in special circumstances.
- If you are insured for your dispute, we will discuss how we will handle the dispute with you. We will discuss with you how we see the dispute and we will put together a plan for handling the dispute. We can change the plan at a later date if necessary.
- The person handling your dispute will discuss the chance of success with you.
- If the costs for our assistance are too high compared to the amount involved in your dispute, we may decide not to handle your dispute, but to reimburse your damages instead. If we decide to do this, you will no longer be entitled to legal assistance for your dispute.

What kind of assistance will you get?

You will get assistance from one of our legal specialists. You give this legal specialist authorisation:

- To act on your behalf in the dispute.
- To negotiate on your behalf with the opponent.
- To instigate a court case if necessary.
- To defend you against the demands of the opponent.

What if you cannot get along with the legal specialist handling your dispute? If this happens you may always ask us for another specialist.

When do you receive assistance from a legal specialist who doesn't work for ARAG?

You may sometimes choose your own lawyer or another expert who may assist you according to the law. The following rules apply:

- We appoint this legal specialist. You may not do so yourself.
- We supply only one legal specialist from outside ARAG per event.
- If your dispute is in the Netherlands, you may only choose a legal specialist who is registered and has their offices in the Netherlands.
- If your dispute is abroad, you may only choose a legal specialist who is registered and has their offices in that country.
- We want to stay informed to enable us to assess the costs and the result. It is easiest for you if you authorise the legal specialist to keep us informed.
- If a legal specialist from outside ARAG is handling your dispute, you can subsequently no longer decide for assistance from an ARAG member of staff. This also applies if you have a dispute with the legal specialist from outside ARAG.

You may choose a legal specialist in the following 2 situations. However, we must first give permission for this, and appoint the legal specialist ourselves.

1. If it is necessary to take judicial or administrative proceedings.
2. If you report a dispute for which you would like our assistance, and the dispute is insured with us according to these terms and conditions. And the opponent comes to us with the same dispute, is insured according to these terms and conditions and also wants our assistance. In that case have a conflict of interests.

6. What is the maximum amount ARAG will reimburse?

- a) We will pay all the costs for assistance provided by our own legal specialists. We have specialists in each legal field. You will always get an excellent specialist for your dispute. Our specialist will be involved in your conflict from beginning to end.
- b) We will also reimburse a number of other costs. You can find out which costs these are in 'What are the other costs?' further down this article. We will reimburse the total of these costs up to a maximum of €15,000. This maximum amount applies per event.

Note: other maximum amounts apply for the situations listed below.

- Are you not legally required to take on a lawyer for a judicial or administrative proceeding, but you do want to take on an expert from outside ARAG?
 - On the day you choose an expert from outside ARAG, a different maximum amount applies for your entire dispute and for the total of all costs. This maximum amount is €6,000.
 - You must then pay a part of the costs in advance yourself: your excess. This amount is €250.
- **Note:** we will only handle your dispute once you have paid.
- There is no maximum amount for the 'Traffic' component, if the event takes place in the Netherlands.

Note

- If different events are related, the maximum amount applies for all the events combined.
- We will never reimburse more than the amount your dispute is about.

What are the other costs?

We will pay the following costs for a legal action, mediation, or a legal specialist or expert who doesn't work for ARAG.

Costs of a legal specialist or expert who doesn't work for ARAG

- The legal specialist must be someone who is legally entitled to give you legal assistance. Those costs must be normal and, in particular, reasonable.
- The costs of 1 expert appointed for you by us.

Mediation costs

- Your part of the costs for mediation. Mediation is a way of solving a dispute without a judge. A mediator mediates between you and the other party.

Costs for a court case

- Travel costs and costs for overnight accommodation you incur because you have to be present in court abroad. Those costs must, however, be reasonable.
- Costs you have to pay the court for your legal action.
- Witness and experts' costs for you have called to appear.
- Opponent's costs in a court case, but only for the part the judge requires you to pay. If the judge rules that the opponent has to pay the costs of the legal action, we will receive payment from the opponent, not you.
- Costs for implementing a judge's ruling, if the opponent does not voluntarily do what is ruled. But only for the first 5 years after the judge has made their ruling.

7. Which costs are covered by your Legal Assistance Insurance?

The costs we reimburse depend on the cover you have chosen. You can choose between:

- Basic cover
- Top cover
- Property ownership
- Renting out a property

Basic cover

You are insured for legal assistance if you have a dispute.

Traffic	<p>You are entitled to legal assistance if you are a road user and you have a dispute due to one of the following events:</p> <ul style="list-style-type: none">• Someone commits a traffic infringement, resulting in damage to your property or injury to you.• You are charged with 'culpable homicide' or 'culpable bodily injury'. You will then receive immediate help from us.
Redress	<p>You are entitled to legal assistance if someone has committed a wrongful act against you. This means if someone does, or fails to do something which results in damage. Or threatens to do so.</p> <p>For damages that arise within a contractual relationship, we will only provide assistance for redress in the case of a contractual dispute (see: contractual legal assistance).</p>
Criminal law assistance	<p>You are entitled to legal assistance if you are prosecuted for 'culpable homicide' or 'culpable bodily injury'.</p> <p>If you are investigated for a different offence, you will not receive legal assistance. This also applies to offences dealt with under administrative law. However, in the following cases we will reimburse the costs for legal assistance you have incurred if:</p> <ul style="list-style-type: none">• The judge acquits you definitively on all counts.• The judge discharges you definitively on all counts.• The prosecution decides not to prosecute you further. <p>Note: inform us of the judge's or prosecution's decision within a month. We will then be able to recover the costs from the relevant authority. If you do not inform us on time, we will not reimburse the costs.</p>
Contractual legal assistance	<p>You are entitled to legal assistance if you enter into an agreement to purchase consumer goods, such as furniture or a washing machine, and the other party does not comply with the agreement (or does not fully comply). This includes oral and written agreements and agreements entered into over the internet.</p> <p>ARAG also provides legal assistance for:</p> <ul style="list-style-type: none">• disputes arising from any agreement to tow or repair a vehicle you own;• disputes arising from any transport agreement you have entered into;• disputes arising from any agreement you have entered into with respect to a journey. <p>You will not receive legal assistance for contractual disputes concerning any other products or services. Nor will ARAG provide legal assistance in respect of the purchase or sale of real estate.</p>

<p>Flight Claim Service</p>	<p>ARAG Flight Claim Service helps you get compensation for delay, cancellation, changing a booking or embarkation refusal. Using the tool on the www.flightclaimservice.nl website, you can quickly see if you are entitled to compensation. You only have to fill in your flight number, date and email address. The tool immediately checks the following details:</p> <ul style="list-style-type: none"> • Was your flight cancelled or delayed for more than 3 hours? • Does the flight fall under European regulations? <p>If you comply with the above conditions, you are, in principle, entitled to compensation. The tool will also immediately calculate the amount you are entitled to.</p> <ul style="list-style-type: none"> • Flights up to 1,500 km: €250. • Flights within the EU up to 1,500 km: €400. • Flights outside the EU between 1,500 and 3,500 km: €400. • Flights outside the EU from 3,500 km, with a delay of more than 3 hours, but less than 4 hours: €300. • Flights outside the EU from 3,500 km, with a delay of more than 4 hours: €600. <p>After filling in the details, you will receive an email almost immediately containing confirmation of whether you may be entitled to compensation, and the amount you can claim.</p> <p>If you are entitled to compensation and you register the claim in full, your claim will then be further assessed according to the applicable conditions, which can be viewed at www.flightclaimservice.nl/algemene-voorwaarden.</p>
<p>Social insurance + Pension</p>	<p>You are entitled to legal assistance:</p> <ul style="list-style-type: none"> • If you have a dispute with a Dutch government authority about a social insurance provision or a social security provision. • If you have a dispute with a Dutch pension fund or pension provider about pension entitlements or a pension payment.
<p>Surety</p>	<p>If you have a dispute with a foreign government and have to pay a surety as a result, and provided that this dispute is insured with us, the following applies:</p> <ul style="list-style-type: none"> • We will lend you the amount of the surety. • We will agree our terms and conditions with you. • We will lend you a maximum of € 50,000. You must repay us this amount. • You do not have to pay us any interest.

Top cover

Note: you only have cover for Top cover if it is stated on your policy sheet and you have paid the premium.

If you have taken out Top cover, in addition to the Basic cover we will also cover the events below.

Employment	<p>You are entitled to legal assistance</p> <ul style="list-style-type: none">• If your dispute involves the employment contract with your employer or former employer. Options or shares in the company may also be part of this contract.• If you have a dispute which is related to your appointment as a civil servant. <p>One condition for legal assistance is that your employment contract has been drawn up in accordance with the law of an EU Member State. You are only entitled to legal assistance if a judge in the EU can deal with the case, and the law of an EU country is applicable.</p>
Personal and family law assistance	<p>You are entitled to legal assistance if you have a dispute related to personal and family law. For example, with the adoption of a child, or if you are placed under receivership.</p> <p>Note: we do not insure all disputes related to personal and family law. You will not receive legal help for anything related to:</p> <ul style="list-style-type: none">• Divorce.• Legal separation.• Termination of cohabitation.• Prenuptial agreements. <p>You will also not receive legal assistance if the dispute is related to the consequences of the 4 points listed above, such as disputes about alimony, or about parental access, or disputes with your divorce lawyer.</p> <p>You are also entitled to legal assistance if you inherit and you have a dispute with another heir, or with the executor of the will, and the dispute is about the distribution of an inheritance. However, if the person leaving the inheritance was already deceased when this part of the insurance commenced, you will not be entitled to legal assistance.</p>
Legal assistance relating to property	<p>You are entitled to legal assistance if you become involved in a dispute concerning an agreement that you entered into as a private individual with respect to your own home. For disputes relating to property, a maximum of €7,500 per event applies for external costs (see: 'What are the other costs?' in article 6).</p> <p>You will not receive legal assistance for disputes concerning property you do not live in (such as a holiday home) and are not planning to live in. ARAG will also not provide legal assistance for disputes concerning renting out property. For more information, see the 'Renting out a property' category.</p>

Property ownership

Note: you only have cover for this category if it is noted on your policy sheet and you have paid the premium.

You are entitled to legal assistance as the owner of a property which has valid home insurance and which you do not live in permanently. ARAG offers legal assistance for the following disputes:

- Filing a claim against a third party who is legally liable.
- Disputes with the person you have contracted for maintenance to the property.
- Disputes with a neighbour regarding neighbours' legal rights and obligations, specifically the rules contained in articles 5:37 to 5:59 of the Dutch Civil Code (BW).
- Disputes about insurance for the property.
- Disputes about planning permission for the property.

Cover for the property is only available if you have valid building insurance for the property and you are the sole owner of the insured property. If, in the event of damage, it transpires that you do not meet these criteria, no legal assistance will be given for disputes insured under this category.

You will not receive legal assistance for problems related to the purchase, sale, renting or renting out the property. This also includes the introduction of rent and similar charges.

Renting out a property

Note: you only have cover for this category if it is noted on your policy sheet and you have paid the premium.

Note: you can only take out the 'Renting out a property' category if you have also taken out the 'Property ownership' category. If you cancel the 'Property ownership' category, 'Renting out a property' cover will be terminated automatically.

You are entitled to legal assistance as the landlord of a property which is insured and which you do not live in permanently. ARAG offers legal assistance for all disputes with the tenant. However, there must be an actual defined legal dispute. There is no legal dispute if the tenant does not contest having to pay rent, or if they do not have any money to pay the rent. ARAG also offers legal assistance for other problems with the authorities about permits or exemptions, as well as the problems covered under the 'Property ownership' category.

The additional cover for renting out a property only applies if you have rented the property to 1 tenant and there is no sub-letting or renting out of rooms. The rental contract must also be valid for a minimum of 1 year on the commencement date of the insurance. If, in the event of damage, it transpires that you do not meet these criteria, or no longer meet them, no legal assistance will be provided for disputes insured under this category.

You will not receive legal assistance in respect of disputes with persons inhabiting the premises without an agreement with you, such as squatters and subtenants.

8. Which costs do you have to cover yourself?

We do not refund the following costs:

- Costs incurred by the opponent outside of the case (extrajudicial expenses) including those you have to pay.
- Costs you can recover from someone else such as a government authority or another insurer. This does not apply if you are entitled to legal assistance subsidised by the government.

- Fines and penalty payments the judge orders you to pay.
- If you can offset the sales tax (BTW) for legal assistance with the sales tax you pay for other matters, we will not reimburse the sales tax.
- If you have agreed an extra bonus with your legal specialist if they win your case, you will pay the bonus yourself.

We do not always reimburse all costs

In some cases we do not reimburse all costs:

- If not all parts of your dispute are insured, we will only pay for the part that is insured.
- If there are others who have an interest in the resolution of your dispute, we will only pay you for your part in the total costs. It also makes no difference if the others are involved in your case.

9. When are you not entitled to legal assistance?

- **Late reporting.** You report your dispute so late that the costs for handling your dispute have become higher than was necessary. Or that the solution has become more difficult than was necessary. If you report your dispute later than a month after this insurance has been terminated, you are not entitled to any help at all from us.
- **No permission.** You ask someone else to help with your dispute, such as a lawyer, and you have not asked us for permission.
- **Incorrect information.** If you supply us with incorrect information.
- **Insufficient cooperation.** You do not give us sufficient help, or the information we need to assess or handle your dispute.
- **Financial interest less than €175.** Your dispute is about an amount of €175 or less, excluding interest and collection costs. For traffic and criminal cases, no minimum amount applies.
- **Tax law.** If your dispute concerns, or is related to tax law. This applies to import duties, excises, dues, fees and other tariffs or charges.
- **Laws and regulations.** Your dispute concerns your disagreement with government laws or regulations. Laws or regulations which apply now or will apply in the future.
- **Debts.** Your dispute concerns your inability to pay a debt. For example:
 - Someone has applied for you to be declared bankrupt.
 - You have a moratorium/suspension (postponement) of payments.
- **Unlawful conduct.** Your dispute concerns something you did or failed to do, and you knew or could have known you would have a dispute, or that you would need legal assistance because of it.
- **Unauthorised driver.** If you drive a vehicle you are not authorised to drive, for example if you have drunk too much, used drugs, or if you participate in speed or agility races. There is no cover if you use the vehicle for your work, for example as a taxi or for driving lessons.
- **Used motor vehicles.** If you have a dispute about a second-hand car or other second-hand motor vehicle, and you bought it without a BOVAG (Dutch association of Motor Vehicle Dealers and Garages) guarantee or a written guarantee from a recognised dealer.
- **Asset management.** If your dispute is related to asset management, such as shares, options, bonds, savings deposits or securities, or with contracts pertaining to them. For example, if you have been given wrong advice or have been misled by your advisor.
- **Gambling or competitions.** If your dispute involves gambling or a competition.
- **Liberal profession or own business.** If your dispute is related to something you do while working in a liberal profession or for own business, or something else you do to earn income outside of paid employment.
- **Statutory director.** If your dispute concerns a matter where you are in the position of statutory director.
- **Bad governance.** If your dispute concerns your role as manager of a company, foundation, society or other entity, and the opponent states that you have exercised bad governance.

- **Transfer.** You have a dispute which you were not initially involved in, but are now. This could happen by taking on a debt or a claim for someone else, with an inheritance for example, or if you have stood bail for someone. A debt is money you still need to pay someone, or an object someone is still entitled to. A claim is money which still needs to be paid to you, or an object you are still entitled to.
- **Intended result.** If you want legal assistance for an intended or predictable result of your own doing, or lack thereof.
- **Insurance terms and conditions.** If the dispute concerns the insurance terms and conditions for this agreement, such as the cover or premium.

This insurance does not provide cover in the following situations:

- **Natural disaster.** If the damage is caused by an earthquake, floods or volcanic eruption.
- **Nuclear reaction.** If the damage is caused by a nuclear reaction.
- **War and kindred risks.** If the damage is caused by war and kindred risks: an armed conflict, civil war, uprising, civil disturbance, riot or mutiny.
- **Industrial or intellectual property.** Your dispute is related to industrial or intellectual property rights such as copyright or patent law.
- **Other insurance.** Can you, if you had not taken out this insurance, claim reimbursement, benefit or help from another insurance, law or provision? Then this OOM insurance will be the last to apply. Under any circumstances, we will only reimburse the costs you incurred above the amount you are entitled to via this other insurance, law or provision, or which you could have been entitled to if you had not taken out the OOM insurance. Article 7:961, section 1 Dutch Civil Code (BW) does not apply.
- **Deception.** If you, or a person entitled to benefit deliberately mislead us by failing to disclose facts or circumstances, or provided us with false statements, unless the deception does not justify the exclusion.
- **Incorrect representation of events.** If you give an incorrect representation of events, or give a statement which damages our interests, unless this incorrect representation is not so fundamental as to justify the exclusion. We will, however, restrict your entitlement to payment of benefit. If the payment has already been made, we will reclaim the damage. If you deliberately give an incorrect representation of events to mislead us, you are never entitled to reimbursement of costs.
- **Hijack, strike, uprising or terrorism.** If the damage involves or is caused by your participation in a hijacking, strike, uprising or act of terrorism.
- **Crime.** If the damage involves or is caused by your committing, or being an accessory to a crime.
- **Recklessness.** Costs which are a result of deliberate, conscious or unconscious recklessness by you or someone with an interest in the payment of the benefit.

10. What can you do if you disagree with the way your case is handled?

It is important to us that your dispute is handled properly. However, you may disagree with the legal steps we want to take. Or that we think the result you hope to achieve does not have a reasonable chance of success. If we cannot agree with each other, the following will happen.

- In consultation with you we will draw up a letter, precisely formulating both our and your position.
- We will ask the local Dean of the Dutch Bar Association to appoint an adjudicator. This will always be an independent lawyer.
- We will send the letter containing both our and your position to the adjudicator. They will also receive all the information necessary for assessing our disagreement.
- The adjudicator will use this information to decide which of us is right. They may not use any new information to make their decision.
- Whatever the adjudicator decides is binding for both parties.

We will pay the adjudicator. These costs do not count towards the maximum amount we will reimburse you.

If the adjudicator agrees with us

If the adjudicator mainly agrees with us, there are 2 possibilities:

1. We handle your dispute as proposed.
2. You want to handle the dispute as you see fit. You will pay for the ensuing costs yourself. But if you achieve the result you wanted with this approach, and the result is definite, we will then pay you the costs for which you are insured with us.

If the adjudicator agrees with you

If the adjudicator mainly agrees with you, we will handle your dispute as the adjudicator advises. If we appoint a lawyer of your choice to handle your dispute further. You may not, however, choose the adjudicator or someone who works for their office.

If you disagree with a legal specialist from outside ARAG

We may have appointed a legal specialist to handle your dispute who does not work for ARAG. You may disagree with them about the legal steps they want to take in your dispute, or that they think the result you hope to achieve does not have a reasonable chance of success. If you cannot reach an agreement with them, the following will happen:

- You may appoint another legal specialist. You will pay for them yourself.
- If you achieve the result you wanted with this approach, and the result is definite, we will then pay you the costs for which you are insured with us.

Other complaints

In the general terms and conditions you can read more about what you can do if you have other complaints about the service provide by OOM Verzekeringen.

The original Dutch Terms and Conditions of this insurance policy are not affected by this English translation. In the case of any dispute, the original Dutch text shall prevail.

The trade name OOM Verzekeringen is used by OOM Holding N.V. (KvK The Hague 27194193), OOM Global Care N.V. (AFM 12000623, KvK The Hague 27111654), OOM Schadeverzekering N.V. (AFM 12000624, KvK The Hague 27155593) and "O.O.M." Onderlinge Molestverzekering-Maatschappij U.A. (KvK The Hague 27117235). These companies are registered in The Hague and share operational offices in Rijswijk.



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