

## **Annex 2 to the Public Report published on 31 July 2013**

### **ANNOUNCEMENT and NOTICE OF COURT HEARING**

pursuant to Section 1013, subsection 5, of the Netherlands Code of Civil Procedure, at the request and by order of the Amsterdam Court of Appeal:

#### **To consider the application to have the DSB Bank N.V. mass settlement compensation scheme agreement declared binding**

An agreement has been reached by the Administrators in the insolvency of DSB Bank N.V., Stichting Steunfonds Probleemhypotheek, Stichting Platform Aandelenlease, Stichting Belangen Rechtsbijstandverzekeren DSB, Tadas Verzekeringen B.V., Waard Leven N.V., Waard Schade N.V., Hollands Welvaren Leven N.V., SRLEV N.V., BNP Paribas Cardif Schadeverzekeringen N.V., BNP Paribas Cardif Levensverzekeringen N.V., London General Insurance Company Ltd. and Jubilee Europe B.V. This agreement aims to have the scheme which is proposed therein declared binding for the mass settlement of complaints, entitlements and claims of customers (i.e. consumers to whom DSB Bank N.V. has provided certain services connected with its banking and other operations or with whom DSB Bank N.V. has entered into credit arrangements, as described in the agreement).

#### **Content of the agreement**

The agreement covers a scheme benefiting customers of DSB Bank N.V. which, in certain cases and under stipulated conditions, will – in brief – provide compensation for alleged dereliction of the duty of care. Amongst other things, the agreement will, for instance, provide compensation for excessive amounts of commission and underwriting premium charged upfront for payment protection insurance, commission charges on unit-linked investment plans and excessive lending in connection with credit facilities granted. When it has been declared binding, the agreement will replace a previously agreed 'Heads of Agreement'. Until such time as the agreement is declared binding, customers will be able to continue claiming on the basis of the Heads of Agreement.

#### **Request for agreement to be declared binding**

On 27 May 2013, a request was submitted to the Court of Appeal in Amsterdam by the above parties to have the agreement declared binding on those entitled to compensation (as defined in the agreement). The full texts of the court application and the agreement can be found by following the links to 'actualiteiten' on the following websites: [www.dsbcompensatie.nl](http://www.dsbcompensatie.nl) and [www.rechtspraak.nl](http://www.rechtspraak.nl). These two documents together with related documents can also be printed out from the above websites. Anyone unable to gain online access to the court application and the agreement may request paper copies of the documents by calling the DSB Bank N.V. Compensation Scheme Customer Contact Centre (tel. 088-3726666) during office hours (08:30–17:30).

#### **Implications**

If the request for the agreement to be declared binding by the Amsterdam Court of Appeal is upheld, the agreement will become legally binding for customers. Under the agreement, customers will in certain cases and under the conditions stipulated in the agreement be able to claim compensation. The agreement also requires customers to formally waive any further claim against DSB Bank N.V. and the providers of any financial products sold to them through the agency and/or on the recommendation of DSB Bank N.V. in the manner prescribed in the agreement.

Customers who are unwilling to be bound by the agreement will be able to submit a written statement (opt-out) within a period, of at least three months, to be decided by the Amsterdam Court of Appeal. Customers submitting a legally valid opt-out will not be bound by the agreement but will in that case be unable to derive any rights whatsoever from the agreement, including any entitlement to compensation. Opt-outs cannot be submitted before the agreement has been declared binding.

#### **Statement of defence**

Customers and foundations or associations having full legal authority pursuant to their Articles to look after the interests of their customers, as well as other creditors in the insolvency of DSB Bank N.V., have the right to file statements of defence against the application for the agreement to be declared binding. Statements of defence must be filed through a lawyer. Four copies of these written statements are required by the Amsterdam Court of Appeal and should be addressed to: Afdeling civiel recht en belastingrecht, team

handelsrecht, Postbus 1312, 1000 BH Amsterdam, quoting the case list number 'o.v.v. zaaknummer 200.127.525/01', with further copies (complete with annexes) simultaneously being sent to the lawyers acting on behalf of the parties making the application. The deadline for the receipt of statements of defence is 15 September 2013.

#### **Notice of court hearing**

The Amsterdam Court of Appeal has set a date to consider the request to have the agreement declared binding together with any statements of defence. The case will be heard by the Court of Appeal on Tuesday, 15 October 2013 at 09:00 in the Paleis van Justitie (Court Building) at IJdok 20 in Amsterdam. The Paleis van Justitie is walking distance from Amsterdam Central Station and can therefore be easily reached by public transport. Anyone wishing to travel by car will need to find a suitable car park.

This communication formally invites all customers to attend the hearing on the aforementioned date. They will be able to attend the hearing in order to object to the application in person. Lawyers who have submitted written statements of defence on their behalf will also have the right to be heard. They will be able to express their views on the request to have the agreement declared binding either in person or through their lawyers. Customers wishing to be in audience at the hearing are requested to advise the Amsterdam Court of Appeal accordingly in writing by no later than 15 September 2013. Customers also wishing to speak at the hearing should state their intention to do so unequivocally in their letter. All communications with the Court should be addressed to: Afdeling civiel recht en belastingrecht, team handelsrecht, and marked 't.a.v. mevr. N. Loukili', Postbus 1312, 1000 BH Amsterdam (postal address) or sent by email to: externe.mail.hof.amsterdam@rechtspraak.nl, quoting case list number 'zaaknummer 200.127.525/01'. Individuals will be allowed to take the floor in the hearing for a maximum of five minutes each (this is equivalent to reading out a text extending to approximately 1.5 A4 pages). Customers who do not attend the hearing still retain the right to compensation under the agreement, or the right to opt out.

You are strongly advised to consult the website [www.dsbcompensatie.nl](http://www.dsbcompensatie.nl) frequently for any further notices.