



# Global expertise, with a personal touch

Service guide and  
general terms and conditions

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**Should you have any questions relating to our service guide or general terms and conditions,**

you can always contact us at

+31 (0)10 - 288 44 44  
info@schoutenzekerheid.nl

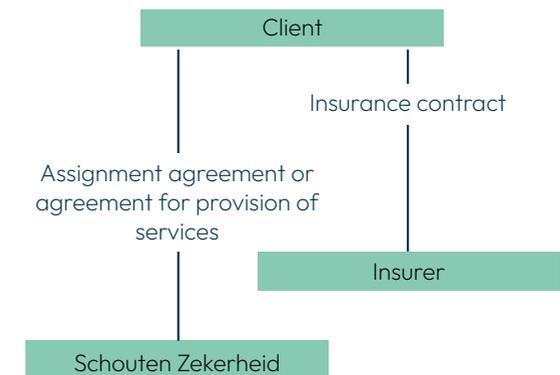


## 1. Why this service guide?

We have drawn up this service guide to show you beforehand how we work. In this guide, we shed light on our organisation and our services. You will find information about what we stand for, how our services are structured and what we do to best represent your interests. In the process, we take it a step further than the information that we are required to provide you under the Dutch Financial Supervision Act (Wft). This will give you a good idea of our working methods, and you will know in advance where you stand and what we can expect from each other.

This service guide, together with our general terms and conditions, are part of our service provision. They apply to all agreements that we conclude with you. These agreements are concluded in writing.

The agreements we enter into with you are applicable between you and Schouten Zekerheid. This agreement is separate from the insurance contract, which is entered into directly between you and the insurer through our mediation or guidance. The situation is as follows:



Obviously, our services do not begin and end with an agreement. We always first discuss which services you expect from us before entering into an agreement with you. We draft the agreement based on that information, and then we get to work for you. We will transfer your policies and the relevant information to you when the agreement with you ends. After that, managing these policies is for your account.

This service guide clearly outlines our services. In addition, the general terms and conditions include the most important agreements about our collaboration. If we reach special agreements with you that deviate from the service guide or general terms and conditions, we will lay this down in the agreement. That way, we always know what we can expect from each other.

#### **Provision of service document**

We use a separate service document for so-called Complex Financial Products. A product is complex if it is affected by developments on the financial market. This is the case, for instance, with unit-linked insurance or work disability insurance. You can find the following provision of service documents on our website: There are provision of service documents for three components:

- Pension application service document.
- Capital accrual service document (for instance, for unit-linked insurance).
- Risk cover service document (for instance, for work disability insurance).

#### **Insurance Product Information Document**

Apart from information about our services, we give you information about your insurance policies. Before you take out insurance with us, you will therefore be given insurance cards, so-called insurance product information documents or IPIDs, with general information about your insurance.

The IPID is a summary of your insurance in broad outlines. You can find detailed and comprehensive information about your insurance in your policy conditions. If the policy conditions deviate from the insurance card, the agreements set out in the policy conditions apply.

#### **Questions about this document**

It is important that you go through the service guide and general terms and conditions properly. Should you have any questions about the information in this service guide or the general terms and conditions, then please do not hesitate to contact us. Our contact details are given on page 9 of this service guide and on [schoutenzekerheid.nl](http://schoutenzekerheid.nl).

## **2. About Schouten Zekerheid**

Schouten Zekerheid was established in 1953 and employs around 300 people. The name 'Schouten Zekerheid' stands for the group of operating companies belonging to Schouten Zekerheid Holding B.V. These are:

1. Schouten Zekerheid Makelaars in Assurantiën B.V.
2. Schouten Zekerheid Assuradeuren B.V.
3. Schouten Zekerheid Employee Benefits B.V.
4. Schouten Zekerheid Aangesloten Onderneming B.V.
5. Colpas PensioenConsultancy B.V.
6. FleetCollective Beheer B.V.
7. Maia B.V.

#### **The Dutch Chamber of Commerce KVK ([www.kvk.nl](http://www.kvk.nl))**

Schouten Zekerheid Holding B.V. is registered under number 24280689 in the Dutch Chamber of Commerce.

Finally, Schouten Zekerheid brokers insurance for trade associations. Schouten Zekerheid Makelaars in Assurantiën B.V. trades under trade names for these trade associations. An overview of all Schouten Zekerheid Makelaars in Assurantiën B.V. Trade names uses can be found in the trade register of the Chamber of Commerce KVK under number 24133645.



## Our mission & vision

### Our mission

As an independent insurance broker, Schouten Zekerheid is committed to giving clients realistic, expert and reliable advice so they can always rest assured that they have access to the best, innovative products, and that their risks remain within manageable limits.

### Our vision

Schouten Zekerheid's aim, together with its professionals, is to uphold our positive, solid, strong image, ensuring that clients see us as the partner who takes all concerns about existing and new insurable business risks out of our clients' hands. This consolidates our annual growth and our stable position as one of the top 5 independent insurance brokers.

### Our Core Values

Core values represent the essence of Schouten Zekerheid and provide direction in our behavior and culture. What are our ideals, what do we stand for, and what are our driving forces? What do we believe in, and what do we hold on to?

With Schouten Zekerheid, we stand for a number of core values: Independent, Entrepreneurial, Personal, Ambitious



Independent



Entrepreneurial



Personal



Ambitious



Family owned company

Specialists



300

Independent broker



Turnover



46M

### ISO Certification

Schouten Zekerheid places great value on the protection of your privacy and handles your personal data with care.

Since 2022, Schouten Zekerheid has been ISO 27001 certified. This globally recognized certification helps organizations achieve the highest standards for information security. It demonstrates that a company has taken the necessary measures to protect its information and intellectual property.

### Professional liability insurance

We will attend to your interests as best we can, but we too can make mistakes. We have taken out professional liability insurance to cover us for potential errors. Within the limits of the policy, this insurance covers us for damages related to professional errors. This insurance means extra security for you.

### Financial Supervision Act licences

The Dutch Authority for the Financial Markets (AFM) oversees financial service providers. It makes sure that working procedures are clear and ethical. The AFM has granted us licences to advise and distribute in the areas of non-life, capital, pensions, income and healthcare. In addition, we are an authorised agent in the fields of claims and income.

Schouten Zekerheid is listed in the AFM register under number 12009678. The register can be consulted on the AFM website ([afm.nl/register](http://afm.nl/register)).

### Contact details

Our opening hours: Monday to Friday from 8:30 am to 5:30 pm.  
If you have a claim, you can reach us outside office hours on telephone number +31(0)10 - 288 44 44. You will then be put through to our emergency telephone.

Our address information: Schouten Toren  
Rivium Quadrant 81  
2909 LC Capelle aan den IJssel

Our postal address: P.O. box 8789  
3009 AT Rotterdam

Telephone number: +31 (0)10 - 288 44 44  
E-mail adress: [info@schoutenzekerheid.nl](mailto:info@schoutenzekerheid.nl)  
Website: [schoutenzekerheid.nl](http://schoutenzekerheid.nl)  
IBAN: NL55 INGB 0664 4704 67  
Btw-nummer: NL8138.94.943.B01

#### Registration number AFM:

Schouten Zekerheid: 12009678  
Colpas: 12042020  
Aangesloten onderneming: 12006355

#### Registration number Kifid:

Schouten Zekerheid: 300.006243  
Colpas: 300.015521  
Aangesloten onderneming: 300.003514



### 3. Our services

Schouten Zekerheid has been an independent insurance broker and independent authorised underwriter for companies, institutions, trade and professional organisations and private individuals since 1953. Our working method distinguishes itself in the eyes of our clients because of our expert, independent and resolute approach. Schouten Zekerheid focuses entirely on its task as an insurance broker in the fields of non-life insurance and employee benefits. For many years, our organisation has had expertise and experience in insuring liability, transport, fire, construction, debtors and digital risks. In addition to this, we have traditionally offered special expertise in all kinds of insurable employment conditions, such as pensions and group health insurance. We do not keep this knowledge to ourselves; instead we share it with our clients through the Schouten Zekerheid Academy.

#### Quality marks

We set high standards for our services. Partly because of this, we meet the requirements that the professional group requires of our services. For this reason, we are permitted to carry the following quality marks:

Registered Insurance Brokers  
[Register Makelaars in Assurantiën (RMiA)];



Advisors in Financial Security  
[Adviseurs in Financiële Zekerheid];



Registered Pension Advisor  
[Registerpensioenadviseur (RPA)].



## Phased plan

We discuss the services that you expect from us beforehand. Should you be interested in some of our services, then we set out the agreements for these in the assignment agreement or agreement for provision services. Broadly speaking, our services comprise:

### 1. Getting to know you

First we get to know you and your business. Do we understand your business processes? What are the ins and outs of your market? Who are your suppliers and your customers? Once we have a clear idea of these aspects, we define the risks that apply to you and have a follow-up discussion with you.

### 2. Determining the risks

Based on the findings from this risk analysis, we determine the risks that your company can and is prepared to bear, and which risks should be insured. We then undertake the following steps together with you.

### 3. Putting it all together

We ask for quotations and compile complex and tailor-made solutions for risks. Needless to say, we assist you in selecting the right products. We also advise you on how to organise insurance and its management internally.

## 4. Conclusion

Have the right insurances been selected? Then we make sure that they can be concluded under attractive conditions. We agree in advance upon how we will be recompensed for our input.

## 5. Maintenance

It is important that the solutions that have been selected will also cater for your business situation in the future. After all, your company will change over time, and the same applies to the world in which it operates. It may make financial sense to change the conditions or to go for a product that is more in line with your needs.

## 6. Taking care of things

Should you unexpectedly be confronted with a claim, then the specialists at Schouten Zekerheid are standing by for you, day and night. An effective settlement of the covered damages puts our motto of 'Decisiveness gives assurance' into practice.

## Our analysis

You can rely on us to broker the right insurance for you. In effect, this means that the insurance will cater as much as possible for your wishes and requirements. Depending on your circumstances and the insurance products that we investigate for you, the kind of research we conduct to find suitable insurance may differ. Below we shed light on the various options:

## Objective analysis

If necessary, we conduct objective market research. This means that we compare the number of insurance policies required to determine which insurance best suits your wishes and needs. It does not necessarily follow that we take all the insurances into consideration in the research.

## Subjective analysis

An objective analysis is not always called for because we know our market so well. If that is the case, we only compare the insurances that we expect will be most relevant and best suited to you.

## Insurance packages

We offer insurance packages geared to a wide range of insurances. You have the option of selecting one or several insurances from a package. We regularly check whether the insurance policies in our packages are still suitable for the group of policyholders who have been offered these packages. If you choose to take out one or more insurance policies from a package, we will only check whether you are exposed to any particular risks that would disqualify that insurance. In that case, we would not do any market research.

We are always very happy to report on the analysis that we carried out for your insurances.

## Remuneration for our services

We are rewarded for the services we provide. This remuneration could consist of a broker's commission or a fee. In most cases, the remuneration is in the form of a commission. The commission consists of a part of the premium you pay for your insurance if we brokered that insurance for you.

Our remuneration may also consist of a fee or a combination of a fee and a broker's commission. The fee is the remuneration we agreed to beforehand. In the agreement we lay down whether the remuneration would be a fee or a combination of a fee and commission.

Alongside the fees we receive from you, we may receive other remuneration, for instance, because we do work that insurance companies themselves would normally do, like drafting policies and administration. We do not accept any remuneration that may mean we will not be able to represent your interests properly.

## 4. How can we be of assistance?

Schouten Zekerheid advises on and distributes for a wide range of products so that your needs can be met as fully as possible. We give a general explanation of the various products below. For a more detailed explanation, you can always contact your personal consultant, who will inform or advise you accordingly.

### **Non-life insurance**

Things can go wrong just like that, which is why virtually everyone needs some kind of general insurance. Here we have in mind insurance against liability, fire or theft, for instance. Schouten Zekerheid can advise you about general insurance and broker the insurance on your behalf. This applies to business insurance as well as insurance for private individuals. A special kind of insurance is health insurance. We will gladly assist you when it comes to this kind of insurance too.

### **Income protection, pension and capital insurance**

There are many factors that can influence your income and capital. Our consultants can discuss your situation with you, and inform and advise you about facilities that will compensate you (in part) for any fluctuations in your income and capital where possible. We provide information, give advice and broker for insurances ranging from simple cover to complex insurances to finance your pension.

### **Guidance for absenteeism**

We assist affiliated employers in the event of absenteeism, for instance, in the registration and de-registration of absence with social security administration agencies, employment-related services and insurers, but also when drawing up absence protocols. This work does not fall under the scope of the Wft.

### **Health management**

One of your employees has reported sick because they have come down with the flu or some other minor ailment? This will have little impact. However, your HR staff member may not know exactly what to do with more complex dossiers that may lead to long-term absence, even though you as the employer have several responsibilities and obligations in this regard. Schouten Zekerheid will take everything to do with the health of your personnel off your hands. On your behalf, we liaise with the insurer and the Employee Insurance Agency, if applicable, so that you only have to deal with one party for all matters relating to sick employees and the associated financial flows.

### **Claims handling**

Should you suffer damage, our claims specialists are standing by to help. They will assist you to effectively settle your claim for the damage that is covered by the insurance. In this, Schouten Zekerheid takes a management role by proactively liaising with all the parties involved so that the claims settlement proceeds as efficiently as possible.



## 5. Which areas fall outside the scope of our services?

Our aim is to provide the best possible service to you at all times. That said, sometimes we are not able or are not permitted to carry out certain activities or provide certain services.

### **Valuations**

We cannot carry out valuations for you. However, it is important that you have them done. The fact is, for your insurance, the declared value of your insured interests applies as the insured sum. If the amount that you specify is too low, then if you have a claim, you will only be compensated for part of the damage. If you specify an amount that is too high, you may have to pay too high a premium.

### **Handling claims that are not covered**

In principle, we don't handle claims that are not covered under the policy conditions or claims that fall under the policy excess.

### **Litigation**

We cannot assist you with initiating legal proceedings against a liable party, the insurer or any other third party. For this, you will need to engage a legal expert or lawyer yourself. The costs of legal proceedings are for your own account. It goes without saying that we can inform and advise you on legal assistance insurance. Please bear in mind that the legal assistance insurance does not provide cover for pre-existing claims.

### **Work for which we are not licensed**

You will understand that we are not permitted to carry out work that requires an AFM licence that we do not have. If you are not sure whether we can carry out services for you on the basis of our licences, we are happy to provide information in this respect.

### **Services for foreign insurance products**

We have all the licences and comply with all statutory requirements so that we can provide advice, act as a broker, and support you in managing your insurance matters in the Netherlands. However, these licences are not valid outside the Netherlands and other legal requirements apply. We can, however, assist you in taking out foreign insurance. For more information, see the section entitled 'Additional services'.



## 6. Additional services

In addition to the 'standard' services described above, we offer several additional services which you can use on an ad hoc basis. These services are available on request. Should you wish to avail yourself of these services, you will receive a proposal from us regarding them in advance. It goes without saying that, in consultation and where possible, we can provide services to you other than the ones mentioned here.

### **Providing information to employees**

We can provide information to your staff about the insurances that you have taken out as employer, as well as the newly provided services, by means of an information leaflet, e-mail and staff presentation.

### **Courses**

We give courses on pensions, income and (health) care for those members of staff at your company who are involved with these subjects.

### **Personal financial planning**

We can draw up personal financial plans for the staff at your company.

### **Assistance**

We can assist your staff members with the transfer of accrued pension benefits by discussing this personally with them. We can also assist you in the insurance aspects of mergers and staff redundancy processes.

### **Administration**

We can offer you administrative support for final premium settlements and sending policies. We also offer actuarial support.

### **Valuation**

As noted in the section on 'Which areas fall outside the scope of our services?', we cannot do valuations for you. We can, however, engage a third party to carry out a valuation on your behalf. In that case, you enter into an agreement with the valuer, which we are not be party to. The costs for a valuation are always for your account.

### **Second opinions on claims**

If you disagree with your insurer or broker about a claims settlement, then Schouten Zekerheid can assist you with our SOS, i.e. second opinion service for claims. We offer services that support business people and private individuals if they have doubts about the conclusion that their insurer or broker drew on the matter of what they are entitled to.

### **Recourse**

We can ask the liable party to settle claims on your behalf. We do this by writing to the party in question. Should this lead to dispute because the person called upon to pay will not cooperate, we are not able to initiate legal proceedings. We can, however, advise you on how to engage external legal assistance. The costs of legal assistance are for your account.

### **Insurance mediation abroad**

We are members of Asinta, Assurex Global, Euribron and GBN Worldwide. Through our membership with these international organisations, we are able to mediate in foreign insurance through one of our foreign partners. If you need insurance products in a foreign country that are necessary or better suited to your situation, the local partners in our network can provide this service to you on request.



## 7. What do we expect from you?

You are at liberty to require high standards of our services. But to be able to provide you with our services, we also expect something from you in return. Below we list the things that we require of you in any event.

During all phases of the services we provide, we expect you to carefully check all the documents that you receive and to immediately inform us about any inaccuracies. It is important that you properly understand the documents that you receive from us. The information in these documents may well have consequences for your cover. If you are unsure or have questions about the policy, the conditions, definitions, terms, cover system or anything else, we will be happy to clarify these things.

Please also ensure that all documents that need to be signed are signed by an authorised person. Not everyone has the authority to legally bind your company. We always need a valid ID from private individuals who take out insurance with us. We ask companies for a chamber of commerce extract. That way we can be certain we are dealing with the right person (who is also authorised). Our insurance companies, too, require certain things from you. Below we outline your most important obligations.

### **When entering into the insurance contract**

It is important for insurers that they are given correct and comprehensive information when you take out insurance cover. For this reason, we ask you to fill in the application forms completely and correctly. When doing so, it is important that you not only base this on information that you have at your disposal, but also that you investigate the held by others who are insured or have an interest in the insurance. If it becomes apparent at a later stage that the insurance company has been incorrectly or insufficiently informed, your entitlement to a payment may be reduced or even cancelled altogether. We would also like to know whether you have taken out insurance elsewhere so that we can take this insurance into account. We are not responsible for insurance that has been entered into through intermediary services other than our own.

Your insurance includes conditions and clauses that set out your obligations. For instances, there may be requirements for the type of alarm for your car, for security at your company or concerning the storage for your goods. If you have a claim and it is apparent that you have not met these conditions, this may mean that you will not be compensated (fully) for the damage. For this reason it is important that you are familiar with the conditions and clauses, and that you ensure that you comply with these conditions and clauses, and continue to do so for the term of the insurance. Should you have any questions about this, we are happy to explain how it works.

### **During the insurance contract**

For the duration of your insurance agreement, you should notify us as soon as possible of changes that are or may become important to your insurance. Only then will we be in a position to change or update your insurance. This will avoid under- or over-insurance, for instance, and prevent you from losing some or all of your benefits as a consequence.

It is also important that you continue to meet all the conditions and clauses during the term of the insurance. This may have implications for your cover if you no longer comply with these terms and clauses. The same applies even if you did meet the conditions and clauses when you took out the insurance.

### **On termination of the insurance contract**

There is a period of notice that you have to take into account when terminating the insurance contract. Cover generally ceases as soon as your insurance contract ends.

Cover for public liability insurance also ceases if the damage arises during the term of the insurance but is not reported within the term of the insurance. On termination of the insurance contract, we ask you to please report all information that may lead to a claim on the insurance. We can then pass this information on to the insurer before the end of the insurance.

You may be entitled to buy so-called run-off cover on termination of your insurance contract. This means that you can report your claim to the insurer for a longer period of time. When terminating the insurance contract, please let us know whether you wish to purchase this kind of run-off cover. We will then provide you with information about the possibility of buying run-off cover and the associated costs.

#### **In the event of a claim**

Should you need to claim on your insurance, then please inform us as soon as possible. That way, we can undertake measures or settle the claim as efficiently as possible. In addition, we expect you to do everything necessary – within reasonable limits – to restrict the damage. You should also cooperate with investigations initiated to determine the cause and extent of the damage.

Finally, please send us all the relevant information as soon as possible so that we can assess and settle the claim properly. We would also like to point out that this obligation is included in the policy conditions. If relevant information is not reported to the insurer on time or not at all, this may restrict the cover or the cover may lapse altogether.



#### **Sanctions legislation**

In the context of sanctions legislation, conducting business or enabling business with persons, organisations and countries that are on the various sanctions lists is forbidden. This applies to us as well as to you. If you do business with a person, institution or country on the sanctions list and a claim arises as a result, we are not allowed to pay it out. For this reason it is essential that you regularly check the sanctions lists.

As an organisation, we are legally obliged to periodically check whether you or other stakeholders in your organisation are on a sanctions list. We ascertain this by carrying out a UBO check. We expect your full cooperation for this. If you are not prepared to cooperate, we are not allowed to take out insurance policies for you or make payments to you, and the insurer may terminate existing insurance policies.

#### **Privacy**

Sometimes the insurer may need personal data for issuing a quotation or to give you insurance coverage. If this concerns data from persons other than yourself, it is important that you make sure that you are allowed to share this data with us. This can be done, for instance, by asking permission or because you have to take out the insurance to comply with an agreement. It is your responsibility to ensure that you are authorised to provide us with this information.

#### **Specific agreements with Schouten Zekerheid**

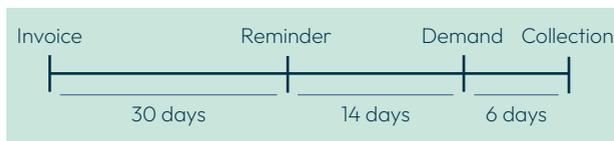
The specific agreements that you have reached with Schouten Zekerheid that deviate from this service guide are set out in the assignment agreement or agreement for provision of services that we enter into with you. We take it for granted that you will fulfil the agreements under the contract.

## 8. Premium payments

In most cases, we collect the premiums. In a few cases, the insurance company itself collects the premiums. Should you not be in a position to pay the premium on time, or you expect that you may not be able to pay at all, please contact us immediately. We will look for an appropriate solution together with you.

### The consequences of non-payment

Once you have received an invoice from us, you have 30 days to settle it. After 30 days have lapsed, we will send you a reminder, requesting you to settle your premium within 14 days. If you fail to pay then, you will receive a demand with an 6-day term to settle the payment. The collection proceedings are initiated on the expiry of this 6-day term without payment having taken place. The costs for these collection proceedings are your responsibility.



If you fail to pay your premium on time, the insurer will suspend the coverage and you will no longer be able to derive any rights from your insurance. Your cover resumes one working day after the insurers receive the premium payment in full. You are not covered in the interim, and the cover for this period will not be reinstated. You will, however, still owe the premium.

For vehicle insurance, your registration number will also be de-registered with the RDW (National Vehicle and Driving Licence Registration Authority) if you fail to pay the premium. The RDW may also fine you for driving without insurance cover.

Finally, we would like to point out that the policy may also be terminated (cancelled) due to non-payment. You will be obliged to mention that the insurance was terminated due to non-payment when you take out new insurance. This may lead to problems, and in some cases may even lead to insurers refusing to issue a new policy.

Your policy conditions set out the time when your cover ends and which specific conditions apply to you if you fail to pay the premiums.



## 9. Complaints and privacy

### Internal complaints procedure

We do our utmost to give you the best possible service. If, despite this, you have a complaint about our service, please inform us of this as soon as possible. You can lodge a complaint in two ways:

### In writing (by registered letter)

Schouten Zekerheid  
Attn The Board  
P.O. Box 8789  
3009 AT Rotterdam

### By e-mail

klachten@schoutenzekerheid.nl

As soon as we receive your complaint, we will send a confirmation of receipt. We will respond to your complaint within three weeks. If it is not possible to respond within this period, we may extend the term by three weeks. We will keep you informed of this in writing, giving reasons for the extension.

### Complaints Tribunal

If we are not able to arrive at a satisfactory solution, then you – private individuals – can turn to

The Financial Services Complaints Tribunal  
[Stichting Klachteninstituut Financiële Dienstverlening (Kifid)]  
P.O. Box 93257  
2509 AG The Hague the Netherlands  
Telephone: +31 (0)70 - 333 89 99  
E-mail: consumenten@kifid.nl

See also kifid.nl.

We are in the Kifid register under registration number 300.006243.

### The civil court

You can turn to the civil court with disputes as a business or as a private individual. All Schouten Zekerheid offers, quotations and agreements are governed by Dutch law.

### Privacy

We process personal data when providing our services. This may, for instance, concern data about yourself or your members of staff. You can rest assured that we always handle your data with care and we will not sell your data to third parties.

Because we believe it is important that you are properly informed about the processing of your personal data, we have posted an extensive privacy statement on our website.

If you have any questions about the way we use your data, or if you have any complaints regarding the use of your personal data or if you wish to exercise your privacy rights, please contact our data protection officer.

The contact details are given in our privacy statement ([schoutenzekerheid.nl/privacy](https://schoutenzekerheid.nl/privacy)).

### Sending privacy-sensitive information securely

To securely send messages via email, Schouten Zekerheid uses “Beveiligd Mailen” (Secure Mail) by Aangetekend. This application encrypts and secures messages with sensitive content. This includes, for example, company-sensitive information, social security numbers of employees, or other information that you wish to send securely. Secure sending means that you can be sure that no one other than the sender and the recipient has access to the message – not even hackers. Additionally, Beveiligd Mailen prevents organizations from sending sensitive information to the wrong person.



## 10. General terms and conditions

### Scope of application

1.1 These General Terms and Conditions apply to all services provided by Schouten Zekerheid Holding B.V. and affiliated corporations, hereinafter referred to as 'Schouten Zekerheid'. Schouten Zekerheid, with its registered office in the Rivium Quadrant 81, 2909 LC in Capelle aan den IJssel, is filed in the registers of Chamber of Commerce in Rotterdam under number 24280689. The provisions of these General Terms and Conditions have also been stipulated for the directors of Schouten Zekerheid and all people employed by it. The legal entity or natural person for whom Schouten Zekerheid carries out its work or services is considered to be the Client, hereinafter referred to as the 'Client'. Schouten Zekerheid and the Client are referred to jointly as 'the Parties'. The Assignment to perform work that the Client gives to Schouten Zekerheid, in accordance with the services provided by Schouten Zekerheid, is hereinafter referred to as 'the Assignment'.

1.2 Affiliated corporations and third parties engaged for the implementation of the Client's Assignment are also subject to these General Terms and Conditions.

1.3 Any terms and conditions to which the Client refers are not applicable, unless Schouten Zekerheid accepts them expressly, unconditionally and in writing.

1.4 Deviations from and/or additions to these General Terms and Conditions are only binding on Schouten Zekerheid insofar as has been agreed between Schouten Zekerheid and the Client expressly and in writing.

1.5 Schouten Zekerheid reserves the right to unilaterally amend the General Terms and Conditions, entirely or in part, unless this is contrary to important interests of the Client. Any amendments are effective immediately after they have been sent to the Client and apply in full to all services provided by Schouten Zekerheid. The Client must consult Schouten Zekerheid immediately if it cannot agree to the aforementioned amendment. If the Parties cannot reach an agreement about the amendment, the Client is entitled to terminate the agreement.

1.6 If any of the provisions in these General Terms and Conditions prove to be void or have to be annulled, either entirely or in part, then only the provision in question will be excluded; all other provisions will continue to apply in full. Schouten Zekerheid will replace the provision as soon as possible with a provision that can retain its validity and is in line with the original annulled or void provision as much as possible.

1.7 Only the Dutch-language version of these General Terms and Conditions is legally valid. If any translation departs from this Dutch version, the Dutch text will prevail.

1.8 These General Terms and Conditions have been filed with the Chamber of Commerce under number 24280689 and are available on Schouten Zekerheid's website.

### Our agreements

2.1 Unless otherwise expressly provided, Schouten Zekerheid's offers and rates are without obligation, and are subject to a 60-day validity period.

2.2 An agreement is deemed to have been concluded at the time that Schouten Zekerheid has accepted an Assignment expressly and in writing, or has commenced with the performance of an Assignment. Schouten Zekerheid is entitled at all times to refuse Assignments without giving reasons.

2.3 An Assignment given to a person employed by Schouten Zekerheid applies as an Assignment given to Schouten Zekerheid. Contrary to the provisions of Book 7, Sections 404 and 407(2) of the Dutch Civil Code, this also applies if the Assignment has been issued with a view to it being performed by a specific person, which means that there will be no joint and several liability.

2.4 Schouten Zekerheid is permitted to use the services of third parties in the performance of Assignments issued to it. Schouten Zekerheid will consult the Client where possible when engaging third parties.

2.5 This agreement is partly determined by Schouten Zekerheid's service guide. The service guide and General Terms and Conditions are inseparable from any written and verbal agreement between Schouten Zekerheid and the Client. The service guide can be found on our website and will be sent to the Client free of charge on request.

2.6 If a assignment agreement or agreement for provision of services contract is entered into between the Parties, then the provisions of that agreement have priority over the provisions of these General Terms and Conditions and the service guide.

#### **Cooperation from the Client**

3.1 The Client will at all times, on request or otherwise, provide Schouten Zekerheid with all the information that it may reasonably assume is necessary and/or required to enable Schouten Zekerheid to correctly perform the Assignment. This information comprises, but is not limited to, amendments in the business operations, the company's board of directors, location(s), insured values, income or family composition. If the information has not been given to Schouten Zekerheid in accordance with the agreements reached, or if the Client otherwise fails to fulfil its duty to provide information, Schouten Zekerheid will be entitled to suspend the agreement.

3.2 The Client is responsible for the correctness and completeness of all information provided by it to Schouten Zekerheid.

3.3 The Client is obliged to check all documents provided by Schouten Zekerheid for their correctness and completeness, and is obliged to inform Schouten Zekerheid immediately in the event of deficiencies or ambiguities.

3.4 The Client will inform and instruct its subsidiaries and other interested parties about the insurances taken out through Schouten Zekerheid.

3.5 The Client will inform Schouten Zekerheid in advance of all acquisitions, expansions, investments, disinvestments, and takeovers, providing all the information that is required for the services that Schouten Zekerheid provides.

#### **Remuneration and payment**

4.1 If the remuneration policy differs from our standard remuneration policy, the parties will discuss how Schouten Zekerheid will be remunerated for its services on entering into the agreement for provision of services. Changes to taxes and/or levies imposed by the government are always charged to the Client.

4.2 If the Client transfers his insurances to a new intermediary within two months before or on the main premium due date and Schouten Zekerheid has performed work to extend those insurances, Schouten Zekerheid will retain the right to the remuneration until the next main premium due date. The Client will inform the new intermediary of this and ensure that the agreements regarding the remuneration of the new intermediary are in line with this provision.

4.3 The Client is aware that failure on its part to pay the premiums charged by Schouten Zekerheid and/or the insurer, or failure to do so in a timely manner, may result in the insurance policies and/or provisions taken out not covering the insured risks.

4.4 In the event of the interim (partial) appointment of a new intermediary by the Client, the full remuneration for the insurance policies currently in force that were concluded through the mediation of Schouten Zekerheid will continue to accrue to Schouten Zekerheid until the next main premium due date of those insurance policies.

4.5 Schouten Zekerheid is entitled to index the agreed remuneration for its services, with effect from 1 January of each calendar year – if necessary afterwards – in accordance with the CBS index for business services (2010=100).

#### **Set-off clause**

5.1 In the event of payment arrears on the part of the Client and unless otherwise agreed, Schouten Zekerheid is entitled to offset premiums or fees owed, together with any statutory interest owed on these, against claims reimbursements, premium refunds and any other payments intended for the Client that Schouten Zekerheid is to receive.

5.2 The Client is not entitled to suspend or set off payment regarding any claim that the Client has or believes it has against Schouten Zekerheid.

#### **Liability**

6.1 If there is an attributable breach and/or wrongful act arising from or in connection with the performance of Schouten Zekerheid's work, all liability on the part of Schouten Zekerheid is restricted to the payment that will take place for the case in question on the grounds of our professional or corporate liability insurance, multiplied with the deductible excess under this insurance.

6.2 If the professional or corporate liability insurance does not cover the liability, all liability is limited to five times the annual premium calculated for the insurance in question, or would have been calculated, up to a maximum of € 50,000. If the work takes place on the basis of a written agreement for provision of services, the liability is restricted to five times the fee for the most recent calendar year that we received or would have received for our efforts, up to a maximum of € 50,000.

6.3 Except in the event of deliberate intent or gross negligence, Schouten Zekerheid is solely liable for direct damage if and insofar as this damage is due to Schouten Zekerheid not fulfilling its obligations under the agreement or pursuant to the law on time, in full or at all. Schouten Zekerheid is not liable for any other damage suffered by the Client, such as indirect damage, consequential damage, loss of profit, loss of turnover and loss of data. Schouten Zekerheid cannot be held liable for the consequences arising from the Client providing incorrect or incomplete information.

6.4 If Schouten Zekerheid takes over the Client's claims dossiers for insurances taken out via another broker or insurances taken out directly, then Schouten Zekerheid is never liable for damage due to errors or omissions in the information, nor for the advice and/or recommendations given by third parties in this context.

6.5 Schouten Zekerheid is not liable for damage arising as a consequence of the errors and omissions of third parties such as brokers and sub-agents. Taking into account the provisions of this article, if Schouten Zekerheid takes over insurances from another intermediary, Schouten Zekerheid will not be liable for matters related to these insurances until Schouten Zekerheid has had a reasonable period of time to peruse the status of these insurances and to deliver an opinion on them.

6.6 If the Client has placed or intends to place part of its insurance portfolio elsewhere, it will notify Schouten Zekerheid of this as soon as possible. Schouten Zekerheid is not liable for the services or lack thereof that fall beyond the scope of its Assignment.

6.7 Schouten Zekerheid pays close attention to the solvency of the insurers. However, Schouten Zekerheid cannot guarantee the solvency of the insurers. For this reason, the Client must bear in mind that the financial position of an insurer may change after the insurance cover has commenced. Schouten Zekerheid cannot accept liability for the financial position of the insurers.

6.8 Any services provided free of charge (pro bono services) can never lead to compensation for any damage.

6.9 The Assignment only ever leads to an obligation to use best endeavours. It never leads to an obligation of result.

6.10 Any claim against Schouten Zekerheid must be lodged one year at the latest after the date on which the Client was aware or ought to have been aware of the grounds on which its claim is based.

6.11 The Client indemnifies Schouten Zekerheid against any claims, liability or damage for which Schouten Zekerheid is not liable on the grounds of these General Terms and Conditions and the agreement, including claims from the Client's employees and claims from third parties.

6.12 If the Client offers the cover under a policy taken out by it in whole or in part as a service to its client for insurance and the client for insurance pays a fee for this, this fee may not contain a profit motive. The fee may therefore not be higher than the premium with a possible surcharge for the administrative costs incurred.

If the Client is regarded as an intermediary by the AFM or foreign supervisory authority and is subject to a permit requirement, all associated costs, fines and obligations are entirely at the expense and risk of the Client.

The Client indemnifies the Contractor and the insurer(s) against costs, fines and obligations of the AFM or foreign supervisory authorities

as well as claims by the Client for insurance and/or the interested party, other than any compensation in accordance with the insurance taken out.

#### **Force majeure**

7.1 Schouten Zekerheid will not be obliged to fulfil any obligation if it is not reasonably possible for Schouten Zekerheid to do so due to changes in the circumstances that existed at the time the obligations were entered into and that are beyond Schouten Zekerheid's control.

7.2. Schouten Zekerheid is never liable for damage that is not attributable to it and that is not for its account according to the law, legal acts or generally accepted practice.

#### **Interim amendment and termination**

8.1 Amendments and additions to and/or extensions of the agreement are only binding after these have been agreed in writing between the Parties.

8.2 If one of the Parties does not fulfil an obligation under the agreement, then the Other Party will inform the Party in breach of this in writing, and give the Party in breach the opportunity and a reasonable period in which to fulfil its obligations as yet. If the Party in breach still does not fulfil its obligations within the stipulated period, the Other Party is entitled to terminate the agreement if it cannot be required that the agreement be continued due to a legitimate interest and according to standards of reasonableness and fairness.

8.3 If Schouten Zekerheid believes the Client's creditworthiness so warrants, Schouten Zekerheid will be entitled to require additional security, in the absence whereof Schouten Zekerheid will be entitled to suspend performance of the agreement.

8.4 In the event of liquidation or suspension of payments on the part of the Client, Schouten Zekerheid is entitled to terminate the agreement with immediate effect.

#### **Duty of confidentiality**

9.1 The Parties undertake to maintain confidentiality regarding any and all information to which they have gained access in the performance of the contract entered into and of which it is known, or should reasonably be known, that the information is confidential or secret.

This obligation does not apply if the Parties are required to disclose specific data to third parties under a statutory obligation or in the context of implementing the agreement.

9.2 The duty of confidentiality also applies to all persons employed by the Parties who have access to confidential information in the context of the assignment to be performed.

9.3 This article does not apply to information that Schouten Zekerheid was already privy to prior to the issuing of the Assignment, that has been acquired legally from another party, that has been gathered by Schouten Zekerheid itself, or that can be assumed to be public knowledge.

#### **Personal data protection**

10.1 Schouten Zekerheid processes the Client's personal data in the performance of the Assignment.

Personal data is stored in databanks. Schouten Zekerheid observes applicable statutory provisions when processing personal data.

10.2 Schouten Zekerheid declares that it is familiar with the applicable laws and regulations that concern the protection of personal data, including but not limited to the General Data Protection Regulation (GDPR). By issuing the Assignment, the Client agrees that Schouten Zekerheid will process the personal data, which will only be processed to the extent necessary for the performance of the agreement.

10.3 Schouten Zekerheid observes its privacy statement, which is available on the Schouten Zekerheid website.

#### **Applicable law and disputes**

11.1 All Schouten Zekerheid offers, quotations and agreements are governed by Dutch law.

11.2 The Parties will endeavour to settle any disputes arising from the agreement in mutual consultation.

If an amicable settlement is not possible, disputes will be submitted to the competent court in Rotterdam, unless the Parties agree to resolve the dispute through arbitration or in some other way.

11.3 In accordance with the regulations, private individuals are also entitled to lodge a complaint with the Financial Services Complaints Tribunal (Kifid). There is more information on the subject in our service guide, on our website and on the Kifid website ([kifid.nl](http://kifid.nl)).

#### **Sanctions legislation**

12.1 The Parties will be refrain from all actions that are contrary to applicable international and national legislation, including sanctions legislation. The Parties are expressly forbidden from conducting business or enabling business with persons, organisations, and countries that are on sanctions lists. The Parties will take the necessary measures and put checks in place to prevent a breach of laws and regulations. If one of the Parties violates applicable laws and regulations, the Other Party is entitled to terminate the agreement with immediate effect.

12.2 In performance of the agreement, Schouten Zekerheid has to request information regularly from the Client within the framework of the sanctions legislation. The Client undertakes to cooperate with this, so that Schouten Zekerheid can comply with its legal obligations. If the Client fails to cooperate with this, Schouten Zekerheid is entitled to suspend or terminate the agreement.

# SCHOUTEN ZEKERHEID

## Schouten Zekerheid

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