

## General terms and conditions regarding service agreements

# Van Luin

**statutory name:**

Van Luin Assurantie  
Groep B.V.

**Adress:** Soestdijkseweg Zuid 15, 3732HC**Location** De Bilt**Country:** The Netherlands**E-mail:** info@vanluin.nl**Phone :** (030) 2368668**KvK-number:** 30153427**AFM licencenumberr:** 12008245

### General

In these general terms and conditions, the following definitions shall have the following meanings:

Principal/Client: The natural or legal person who has instructed Van Luin to perform consultancy work and/or mediation services.

Van Luin: Van Luin Assurantiegroep BV, Van Luin Assurantiën BV and/or Van Luin Advies BV.

Consultancy work: All work that has been commissioned or which reasonably arises from that.

Mediation services: The activities for the benefit of effecting, maintaining, adjusting and cancelling pensions, life insurances, income and/or non-life insurances.

Documents: All papers, documents, digital data carriers, etc., provided by the Principat/Client to Van Luin.

### Applicability

These general terms and conditions apply to all agreements entered into by Van Luin with the Principal. The general conditions of the Principal explicitly do not apply.

For assignments that fall outside the agreed work and subsequently require an extensive and/or time-consuming handling, Van Luin will consult with the Principal.

### The Agreement

An assignment has been made with Van Luin as such. This also applies if it is the express or tacit intention of the Principal that the assignment will be carried out by a particular person.

### Commencement and duration of service agreement

- 1) The service agreement is only concluded and commences when a service agreement signed by the Principal has been received by Van Luin.
- 2) A service agreement is entered into for a period of 24 months unless otherwise agreed in the service agreement and is then tacitly renewed for a period of 12 months unless otherwise specified in the service agreement. This service agreement may be terminated by either party by the end of the currency, subject to at least 2 months' notice.

3) An assignment is effected with Van Luin. This also applies if it is the express or tacit intention of the principal that the assignment will be carried out by a particular person.

### **Premium agreements**

Van Luin is authorised to make premium agreements with insurers on behalf of and for the benefit of the Principal. The premium agreements are submitted to the Principal for approval prior to the agreement to be concluded with insurers and/or other third parties.

### **Carefulness**

Van Luin will observe the carefulness and confidentiality in its services and the work to be performed, such as may be expected from a reasonably acting (insurance) intermediary.

### **Duty of (after-)care**

Van Luin carries out its statutory duty of care in the management and aftercare of insurance policies effected through Van Luin. This duty of care is in force as long as the insurance policies belong to Van Luin's portfolio.

### **Obligations of the Principal**

The Principal will always provide requested and unrequested information to Van Luin that it needs for a correct performance of the contract assigned to it.

This should in any case include, but not be limited to, a change in the family composition, the income, the capital situation of the Principal, insurances effected elsewhere and address or contact data.

### **Annulment and/or suspension**

If: (i) the Principal fails to fulfil the obligations under the Agreement, or fails to do so in a timely, complete or proper manner; or (ii) the information necessary for the execution of the agreed assignment has not been made available to Van Luin, or has not been made available in time, or has not been made available in accordance with the agreements made; or (iii) if the Principal has otherwise failed to fulfil his (information) obligations, Van Luin is authorised to suspend the execution of the agreement and/or to cancel the agreement with immediate effect. Any consequences of such suspension and/or cancellation are entirely for the account of the Principal.

### **Acceptance**

An (implicit) request to Van Luin to carry out work shall only be accepted after an explicit acceptance by Van Luin.

### **Liability**

Any liability of Van Luin is limited to the payment that takes place in the relevant case on the basis of the professional liability insurance or business liability insurance effected by Van Luin, increased by the deductible under such insurance. The liability is always limited to a maximum of five times the amount charged by Van Luin to the Principal (or the commission received) in the year in which the loss causing fact occurs.

Van Luin is not liable for any indirect loss (including, but not limited to, lost profits, missed savings, loss due to business interruption, consequential loss, etc.).

Van Luin has the right at all times, if and in so far as possible, to rectify or limit the loss of the Principal by repair or improvement of the assignment, for which it receives a reasonable period of time.

If the Agreement is performed for the benefit of several (legal) persons, the limitation of liability as described in this article with regard to the Agreement shall apply jointly to all (legal) persons concerned. In the event of liability of Van Luin, that group of (legal) persons must distribute the maximum compensation to be paid among themselves.

#### **Expiry period**

A claim for compensation of loss or damage must be submitted to Van Luin no later than 12 months after the Principal has discovered the loss or damage or could reasonably have discovered it, failing which the right to compensation will lapse. A claim for compensation for loss or damage shall also lapse if the Principal has not filed a legal claim with the competent court or has not initiated proceedings via KiFiD, within 1 year, after the unambiguous and complete rejection of these claims by or on behalf of Van Luin.

#### **Invoice in case of consultancy work**

##### 1) Advance invoice.

We reserve the right to send an advance invoice in case of the performance of consultancy work, in order to cover the first costs. If use is made of such right, we will limit our work to the maximum until the advance invoice has been paid.

##### 2) Interim invoice.

Once every two months, we will send you an invoice for our work over the period that has lapsed.

##### 3) Final invoice.

At the end of the consultancy work, we will send you a final invoice.

#### **Composition of invoice**

##### 1) Hourly rate

The number of hours is multiplied by the hourly rate. The hourly rate has been communicated to you separately.

##### 2) Fixed Fee Amount

It is also possible that an assignment is carried out on the basis of a fixed fee amount.

The total amount may be increased by VAT in accordance with the Turnover Tax and/or Insurance Tax Act.

#### **Determination of subscription amount/ remuneration**

For the work specified in the service agreement, a fee equal to the amount included in the service agreement will be charged annually to the Principal. The fee is charged annually to the Principal at the beginning of the calendar year.

If during the term of the service agreement the insured interest and/or the insurance portfolio of the Principal, or the requested work undergoes substantial changes compared to the situation at the start of the currency of the service agreement, the parties will consult on an adjusted annual fee. In this context, the parties will act reasonably on both sides. In case of a change of intermediary within the contract period of the service agreement, Van Luin reserves the right to charge the fee for the remaining period(s).

The amounts stated in the service agreement are by default exclusive of VAT and/or insurance tax, unless otherwise stated in the service agreement.

The rates stated in the service agreement are adjusted annually to the price index (Consumer Price Index All Households (2006=100)). Adjustment takes place annually on 1 January.

Van Luin does not receive any commission or compensation from third parties for the work agreed in the service agreement.

For (advisory) work falling outside the (standard) work specified in the service agreement, the Principal will have to pay Van Luin an additional fee, on which fee Van Luin will consult with the Principal in advance.

An authorised agent remuneration provided by insurers to a sister company of Van Luin for specific work on behalf of these insurers is outside the scope of a service agreement as well as any claims settling commission to be received by Van Luin from insurers for claims settled through the insurance exchange.

### **Payment**

Invoices must be paid by the Principal within 14 days of the date of the invoice. In the absence of full or partial payment within this period, the Principal is in default without further notice of default. Van Luin is then entitled to discontinue its services.

The consultancy work may result in the establishment of life insurance (pension insurance, annuity insurance, etc.), non-life insurance, or bank annuity. In some cases, the Principal and Van Luin may agree to offset all or part of the invoice against the commission received.

### **Interest and costs**

In case of non-payment within the set period, the Principal owes statutory interest, as well as all extrajudicial and judicial costs arising from the collection of the claim, actually incurred and to be incurred by Van Luin. The latter extrajudicial and judicial costs also include costs associated with the internal handling by Van Luin itself.

### **Registration of personal data**

In the context of its services, Van Luin processes the personal data of the Principal in accordance with the requirements arising from the applicable privacy laws and regulations. Van Luin uses the data for the following purposes: advising and/or mediating in (insurance) contracts, to prevent fraud and to be able to comply with legal obligations.

### **Annulment/cancellation**

Van Luin is authorised to terminate the agreement with immediate effect without judicial intervention and without any compensation in respect of the termination due to an urgent reason communicated to the other party without delay. Urgent reason shall mean:

- a) the Principal applies for a moratorium or is declared bankrupt;
- b) If the Principal does not comply with his legal obligations or does not comply with the obligations arising from this service agreement and persists in doing so, even after notice of default by registered letter with a reasonable period for compliance;
- c) If the Principal tolerates, commits or causes to be committed fraud, or attempts to do so or cooperates with it.

The right of cancellation referred to in this paragraph shall not affect other rights of the Parties that accrue to them under the law or this agreement. However, upon cancellation, Van Luin's authority to enter into (insurance) contracts on behalf of the Principal will cease to apply with immediate effect.

## **Complaints/Disputes**

If the Principal unexpectedly has a complaint about the services provided by Van Luin, the Principal may contact the management of Van Luin, who will handle and respond to the complaint. If, in the opinion of the Principal, the complaint is subsequently not satisfactorily resolved, the Principal may, if he classifies as a consumer as in the Kifid Regulations, apply to: Stichting KiFiD,  
PO Box 93257, 2509 AG The Hague  
Telephone: 0900-3552248  
Email: [info@kifid.nl](mailto:info@kifid.nl)  
Internet: [www.kifid.nl](http://www.kifid.nl)  
Connection number: 300.005076

The jurisdiction of Stichting KiFiD does not affect the possibility of the parties to turn to the civil court. If one of the parties is of the opinion that a dispute has arisen, they may apply to the competent court in Utrecht.

## **Dutch law**

These general terms and conditions and resulting service agreements are governed exclusively by Dutch law.

## **Our accessibility**

We are open on weekdays from 8.30 a.m. to 5.30 p.m. In case of an emergency, such as an accident, death or serious loss, you can also reach us outside office hours by calling the telephone number below. The telephone exchange will then give you the number on which we can be reached. This means that you can always contact us personally, 24 hours a day and 7 days a week.

For car claims: See the number on the back of your green card.

For travel claims: See the number on your policy sheet under 'Alarm centre'.

For all other claims:

073 692 4647 (Private persons)

073 692 4757 (Business)

070 302 3598 (Car damage)

Van Luin Assurantiën B.V.

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