



a sure step
forward

For your interest

Your conditions for the Employer's Liability Insurance for Traffic Participants

This insurance covers your liability as an employer and insures your employees for damages whilst in traffic.

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1. General Information

About you

1.1 You are the policyholder and the insured

- You have taken out the Employer's Liability insurance for Traffic Participants.
- By 'your employees' we mean all persons who work for you (with or without an employment contract). For example:
 - Temporary workers, on-call workers, employees on payroll, trainees, seconded employees and volunteers.
 - Partners, directors, managers, non-executive directors and major shareholders.

1.2 Please send us the information that we need [to proceed]

- We will use your personal data for:
 - entering into and executing your insurance;
 - account management;
 - anonymous analyses;
 - legal requirements;
 - protection against fraud.
- We register certain information about you with the Stichting Centraal Informatie Systeem (CIS).
 - It concerns data that provides insight into your insurance history.
 - Stichting CIS is an independent organisation that stores data for insurance companies operating in The Netherlands. The purpose is to manage risks and to prevent fraud.
 - The CIS may, in certain situations, share your information with insurers and consumers. Strict conditions apply to sharing this information.
 - More information can be found on www.stichtingcis.nl where you will also find the organisations privacy regulations.

About us

1.3 Meijers Assuradeuren B.V. has authorisation to represent insurer(s)

- On your policy schedule you will find who your insurer(s) is/are.
- By 'we' we mean Meijers Assuradeuren B.V. in these conditions.

1.4 Your agent has brokered this insurance for you



2. Your Insurance

Employer's liability insurance

2.1 Insured is the damage of your employees due to an accident whilst taking part in traffic

- By 'damage' we mean all damages to persons and items for which you are liable and which you are obliged to compensate according to:
 - Civil Code article 7: 611 (good employment practice).
 - Civil Code article 7: 658 (safe working environment).
- By 'accident in traffic' we mean a sudden and unforeseen event in which your employee is involved, such as:
 - the driver;
 - sitting in or on a motor vehicle;
 - a person who performs emergency repairs on a motor vehicle at the side of the road or helps with repairs;
 - a passenger using public transport;
 - a pedestrian;
 - a cyclist.
- The damage is only insured in the following situations:
 - The damage occurs during the term of the insurance.
 - The damage occurs during the period of working for you or whilst commuting to or from work.
- By 'commuting to work' we mean the normal route between the residence address of your employee and the place where he works.

2.2 This insurance applies to events all over the world

2.3 Supplementary insured, are costs for procedures and legal assistance that we have carried out

- By 'supplementary insured' we mean that the compensation will be in addition to the maximum reimbursement for insured claims.
- Not insured are penalties, lump sum payments and legal costs that are related to criminal proceedings.
- Are you liable for any damage that we believe you are not liable for? Then we will carry out your defence on your behalf. We also reimburse the costs incurred.

Duration

2.4 Your insurance policy is valid from the inception date on your policy

2.5 We will renew your insurance at each contract's expiry date

- After the first contract expiry date, your new insurance contract will be valid for one year.

2.6 The insurance will run until you or we cancel the insurance

- We will cancel your insurance by sending you a letter.
 - In articles 2.9, 2.10 and 2.11 you can read about when we can cancel the insurance.
- You can cancel your insurance by sending us a letter or e-mail.
 - Please state your policy number.
 - In articles 2.7 and 2.8 you can read about when you may cancel the insurance.

Postal address

Meijers Assuradeuren B.V.
Postbus 707
1180 AS Amstelveen

Contact

volmacht@meijers.nl



2.7 You may cancel the insurance before the first contract expiry date up to 2 months before the contract expiration date

- Your insurance ends after termination at midnight 00:00 hrs on the contract expiration date.
- Unless we amend your insurance to your disadvantage.
 - You may then cancel the insurance within one month after we inform you of the amendment.
 - Your insurance will then end on the date when our amendment starts.

2.8 After the first contract expiry date, you have 1 months' notice period

- Unless there is a clause on the insurance policy that a different regulation applies.
- You may cancel your insurance on any day. Your insurance will then end 1 month later at midnight 00:00 hrs.

2.9 We may cancel your insurance from the contract expiration date

- You will receive a letter or e-mail from us at least two months before the contract expiry date.

2.10 We may amend or cancel your insurance in case of changes in the risk

- We see the following changes as a change of risk:
 - The laws and / or regulations regarding Employer's Liability changes.
 - Your business activity has changed according to the Chamber of Commerce.
 - Your company is no longer located in the Netherlands.
 - You split or sell (part of) your business.
 - You buy (a part of) another company.
 - Your company merges with another company.
 - You apply for bankruptcy or postponement of payment or suspension of payments.
- Do we have to amend your insurance because of a risk change? Then the amendment applies from the day the risk change takes effect.
- Do we have to cancel your insurance due to a risk change? Then our notice period is two months from the day the risk change takes effect.

2.11 We may amend or cancel your insurance if you do not comply with our provisions

- The agreements between you and us are stated in these conditions, in your insurance policy and in the insurance clauses.
 - We will record any additional agreements in writing.
- The provisions from the Motor Liability Insurance Act (WAM) also apply.
- For example, you do not comply with our agreement in the following situations:
 - You commit fraud.
 - You do not pay your premium or do not pay on time.
 - You do not report the correct information or changes on time.
- If you do not comply with our agreements, our notice period is two months.
- If you intentionally mislead us, there is no notice period.
- You are not keeping to the provisions within these conditions, however it is not detrimental to us. Then we can decide if you will remain insured.

Premium and conditions

2.12 You pay a premium for each payment term

- We increase your premium with insurance tax.
- We agree with you on the term for which you pay premiums.
- You will receive an invoice for each payment term.
- Your premium is due within 30 days of the date on the invoice.



2.13 We can adjust your premium and / or conditions annually

- We can only do this from the first contract expiry date.
- The changes take effect on the contract expiration date.

2.14 We will stop your cover if you do not pay or do not pay on time

- Would you let us know that you will not pay your premium? Then your coverage will stop immediately.
- Your coverage will stop immediately if you do not pay your first premium or do not pay on time.
- If you do not pay the subsequent premium, or you do not pay on time, then your coverage will stop after 14 days. You will receive a payment reminder notice from us.
- Without cover, you are not entitled to any rights from your insurance.
- You remain obligated to pay your premiums as long as your insurance policy is in effect.
- Your cover will start again from the day after we have received all outstanding amounts from you.

2.15 You are responsible for all costs resulting from your default

- For example, collection costs and (extra) judicial costs.

2.16 We can claim the premium for the entire insurance year in one go

- We only do this if you have not paid your premium on time.

2.17 The premium depends on various items of information

- You provide this information if we ask for it.
- We can adjust the premium on the basis of this information.



3. Exclusions

Excluded costs

3.1 Third party costs due to damage during commuting are excluded

- For example, the cost of a lawyer.
- For example, loss adjuster charges from determining damages.
- Unless we agree with you that we will reimburse the costs.

Excluded causes

3.2 You will not receive compensation if the damage occurs or becomes worse by malicious intent

- It does not matter whether the malicious intent or blame is yours, the employee's or any other interested party's fault.
- For example, you will not be reimbursed if you gave permission for bringing about any subsequent damage occurring.

3.3 You will not be reimbursed if the damage is caused by radioactive substances within a nuclear installation

- You are only insured outside a nuclear installation if you have the appropriate permits.

3.4 You will not receive compensation if the damage is caused by civil unrest (serious conflict)

- By 'civil unrest' we mean the following violent actions:
 - An armed conflict: a conflict with weapons between states or organised groups.
 - A civil war: struggle between inhabitants of a country in which a large part of the inhabitants participate.
 - An uprising: organised resistance with violence against the public authorities.
 - Civil riots: violent actions at various places in a country.
 - Riot: a violent action against public authorities.
 - Mutiny: a violent action by members of a group against their leaders.

3.5 You may not get compensation if the damage is caused by terrorism

- We only reimburse damage due to terrorism if we receive a payment from the Dutch Reinsurance Company for Terrorism Claims (NHT).
 - More information about this can be found in the NHT Protocol Settlement Claims.
 - You can download this protocol from www.terrorismeverzekerder.nl.

3.6 You will not be reimbursed if the damage is caused by medication that may affect your ability to drive

- This only applies if the damage occurs during commuting.
- You will not receive compensation if the driver did not agree to a breathalyser test, urine test or a blood test.
- Unless you can prove that you had no knowledge about the situation, that the situation took place against your will and / or that you are not to blame for the situation.



Excluded situations

3.7 You will not be reimbursed if the law forbids the following:

- For example, the Sanctions Act 1977 can forbid us to do business with you.

3.8 You will not be reimbursed if the damage is covered by another insurance or would be covered if this insurance did not exist

3.9 You will not be reimbursed if you do not comply with our provisions

- The agreements between you and us are stated in these conditions, on your policy schedule and in the clauses.
 - We will record any additional agreements in writing.
 - You also receive no compensation if you do not comply with the Motor Vehicle Liability Insurance Act.
- For example, you do not comply with our agreements in the following situations:
 - You do not pay your premium or not on time.
 - You do not report (on time) the correct data or changes.
- If you do not adhere to these conditions, but is this not detrimental to us? Then we can decide that you receive reimbursement.

3.10 You will not be reimbursed if you commit fraud

- By 'fraud' we mean that you deliberately mislead or attempt to mislead us. For example in the following situations:
 - You deliberately provide incomplete or incorrect information.
 - You try to get compensation or benefit which you are not entitled to.
- We may take the following measures if we suspect fraud:
 - We seek or ask for extra information.
 - We conduct (digital) research or have this done by a research agency.
- We may take the following measures if we demonstrate fraud:
 - We will cancel your insurance immediately and without notice.
 - We do not refund your premium.
 - You are no longer entitled to the compensation from the day the fraud commenced.
 - We record all contact with you. For example, by recording our telephone calls.
 - You pay all costs resulting from the fraud.
 - We report your fraud to the police, the Centre for Combating Insurance Fraud of the Dutch Association of Insurers and Stichting Centraal Informatie Systeem (CIS).

3.11 You will not be reimbursed if the driver is not allowed to drive according to the law

- For example, if the driver does not have a valid driver's licence.
- Unless you prove that you did not know anything about the situation, or the situation was against your will and / or that you are not reproachable.

3.12 You will not be reimbursed if the driver has used alcohol or drugs

- This only applies if the damage occurs during commuting.
- You will not be compensated if the driver did not cooperate with a breathalyser test, urine test or a blood test.
- Unless you prove that you did not know anything about the situation, the situation was against your will and / or that you are not to blame.



4. Changes

4.1 You will ensure that we always have your current postal and e-mail address

- We use the postal and e-mail address that you last submitted to us.

4.2 You will report risk changes within 30 days

- By 'risk changes' we mean changes for which we may amend or stop your insurance.
 - In articles 2.9, 2.10 and 2.11 you can read when we may amend or stop your insurance.
- We count the 30-day period from the date that the risk change is known to you.



5. Claims

Reporting claims

5.1 Report claims as quickly as possible

- You can find more information about the claim procedure on our [website](#).
 - You can also find the claim form [here](#).

5.2 You will cooperate in the handling of the claim

- You give us all the information we need.
- You do everything to limit damage as much as possible.
- You follow our instructions.
- You do not do anything that is detrimental to us.
- You help us to recover the amount if someone else caused the damage (deliberately).
- You file a report with the police in case of a criminal offense.

5.3 You provide us with all other insurance that you have at the moment of damage

- We check whether your liability is also covered by another insurance policy.
 - Or that your liability would be covered if our insurance did not exist.

Compensation

5.4 We determine the compensation and settle the claim

- We may pay another party directly.
- We may make agreements with another party about the damage.
- Do you want to arrange the claim yourself with another party? Then you require our permission for that.
- You give us written permission if necessary to perform tasks on your behalf.
- Do you have more insurance policies? In the event of a difference in conditions or limits, this insurance applies to the difference.

5.5 We reimburse the extra premium for a premium increase on the insured's car insurance

- We only reimburse if the premium increase is the result of a covered claim.
- We will reimburse the extra premium for a maximum of three years.

5.6 This amount will not exceed the maximum insured sum as stated in the policy

- Are you also receiving other benefits or payment claims? If that is the case, we will reduce the amount of the benefit from this insurance with these amounts.

5.7 You will not receive any compensation if the damage is covered under another insurance policy

- Is there a doubt about coverage from the other insurance? Then we pay the compensation through an interest-free loan.
 - Does the other insurer compensate the loss (or partially)? Then you have to pay us back (that part of) for the loan.
 - We can contact the other insurer directly and without your permission.

5.8 The legal regulations pertaining to the lapsing of legal precedents apply

- You will find the legal regulations in Section 7: 942 of the Dutch Civil Code.



6. Complaints and disputes

6.1 You can submit your complaint to us

- You can find our complaints procedure on our [website](#).
 - Here you can also read about how to file a complaint.
- Our management will handle your complaint.
- We will contact you within 14 days to inform you about our decision.

6.2 If you do not agree with our decision you are entitled to bring your complaint to court in Amsterdam

- Unless it is a binding recommendation. Dutch law applies.

6.3 Dutch law applies

- In the event of any discrepancy between the original Dutch wording and this English translation, the Dutch original will prevail.

Do you have any questions about these conditions?

Please do not hesitate to call us: 020 642 05 24. You can also send us an e-mail: info@meijers.nl. We are happy to assist you.