



a sure step  
forward

# For your interest

[Conditions of service for Meijers](#)

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## Introduction

### Who are we?

Meijers is a professional family business founded in 1973. Meijers Assurantiën BV is a Registered Broker in Insurance (RMiA), a member of the VNAB (Dutch Association of Brokers) and Adfiz (Dutch Association of Independent Intermediaries). We are supervised by the Dutch Authority for the Financial Markets (AFM). Our office is registered in the AFM register under number 12011032. The register is available on the AFM website ([www.afm.nl](http://www.afm.nl)).

On an international level, we are members of the largest independent network of insurance brokers, the Worldwide Broker Network (WBN). This network of independent risk management consultants and insurance brokers gives our clients access to specific expertise in the international insurance market. Meijers is also your partner for risks that you want to insure outside the Netherlands.

In addition, we provide services in the Netherlands for the networks of Funk Gruppe, Verspieren and Arthur J. Gallagher.

### What we do

Meijers is an independent insurance broker. We are active in the field of non-life and employee benefits insurance. We advise on all types of non-life insurance products. As an independent and impartial broker, we can make use of the products of all insurers in our advice and we can do this through our Proxy Company which operates under the name Meijers Assuradeuren. At the expense and risk of insurers, Meijers Assuradeuren accepts risks, draws up policies and handles claims.

### How do we do this?

We represent your interests. We are always working with customers and constantly looking for solutions to bring our relations “a sure step forward”. We go to extremes and we love to discover new ways. Our culture, which makes Meijers unique, is a mix of four core values:

- **Drive from the heart;** our people are genuinely committed.
- **Building relationships together;** we love being there for the long term and we are team players.
- **Free thinking;** our people are free thinkers and are not afraid to try something new.
- **Execution power;** we are ready to get things done, organize and make it happen.

## What can you expect from us?

### Risk inventory

We determine the risks you want to cover. Meijers does this by looking at the entire range of needs in your specific situation to identify unwanted scenarios.

### Risk analysis

During the integrated risk analysis, Meijers maps out all risks based on various perspectives such as “financial”, “technical”, “administrative”, “geographical” or “legal”. Risk analysis is an “on-going” process. Your risk profile plays a role in drawing up a tailor-made plan. A petrochemical factory simply falls into a different category than a notary’s office. Once it is clear which risks are involved in your specific situation, Meijers makes a prioritization of various undesirable situations with you. This goal definition is necessary to arrive at appropriate measures.

### Advice

In this phase, Meijers advises. This can be more than just insurance solutions. Sometimes it may pay off to take preventive measures such as reducing or avoiding risk. Or, you decide to take the risks yourself. It all depends on your situation.

### Management and aftercare

Unless otherwise agreed with you, we will send you the documents proving your insurance coverage. We will send you all policy documents and any changes or appendices to your policy as soon as reasonably possible.

We ensure that all documents, such as policies and conditions, are written in plain language. It must also be clear what you can expect from us and what we expect from you. It is very important that you get a quick answer to your question by reading the policy and conditions.

We will send you an invoice or alternative terms for the payment of the premium. All amounts to be paid are stated separately. We clearly indicate the dates on which the premium must be paid and the consequences of late payment.

You agree to a frequency of contact with us. An assigned account manager will contact you based on the agreed frequency to review your insurance needs.

### Overview via our customer portal

In our online customer portal, you can:

- view policy overviews
- view visit reports and action points
- view your personal details and report changes
- report and view damage
- manage insurance contracts
- make post-settlements
- add contacts yourself

## Damages

If we are your insurance broker we will handle your insured claims, unless otherwise agreed with you. This may continue under certain circumstances after termination of our appointment. We handle your damage report, inform insurers, represent you in the settlement of damage. When customer and insurers settle claims directly among themselves, we assist you with advice and support if desired. We can use third-party services for claims handling, such as Meijers Sick Leave & Disability Support. When we receive the compensation, we will transfer it to you as soon as possible. We will not pay until we have received the money from the insurers.

In some cases, we may receive a claim settlement authority (power of attorney) from the insurer. In those cases, we act in accordance with this authority and apply the policy provisions that apply. If we believe that there is no or partial coverage for a specific claim, we will submit it to insurers for assessment. In the event of a possible conflict of interests, we will act in accordance with our internal "conflict of interest procedure".

As soon as it appears that you have appointed another broker to look after your interests, we will continue to deal with current claims without notice. New notifications after termination of the contract are handled by the new broker.

## What do we ask of you?

### Application forms

For certain insurance policies it is necessary to complete an application form or a quote sheet. We can advise you on completing these forms, but we are not allowed to complete and/or sign these forms for you.

### Providing information and changes

Our goal is to offer a suitable product that is in accordance with your needs. We ask that you to provide the necessary information on a timely, complete and accurate manner so that we can provide you with the best possible service. We would like to point out that insurers do not need to do any further research. You are required to report all relevant facts and comply with all requests for information. Failure to provide all relevant information may entitle insurers to reject a given claim or to declare the contract invalid. We are not responsible for the consequences of incorrect, incomplete, or late information or the misrepresentation of you (or your employees or their entitled parties).

Please contact us if you have any questions about which information is relevant or if you are unsure whether we have all the relevant information.

### Check coverage and policy documents

Naturally, we check the policy documents before shipment. To establish that we have acted in accordance with your instructions, it is your duty to review and verify the documents.

This means that you are responsible and can verify that the policy contains the correct description of the desired insurance coverage and that it contains the agreed limits and other desired conditions. We ask you to pay attention to special and resolute conditions because a wrong description can lead to the rejection of a claim for damages or termination of the insurance cover. If you find inaccuracies, please contact us immediately.

## Payment

We expect you to pay the premiums on time and in full. If you fail to do so, your insurers may suspend or terminate default coverage. In that case there may be additional costs on top of the insurance premium. In that case, we are not obliged to pay the premium to insurers on your behalf.

## Exceeding the payment term

We always state the final due date on our invoices. If this date is exceeded, you are in default. Statutory interest is due monthly on the outstanding amount from the due date. The extrajudicial collection costs are also at your expense. Meijers has the right to set off outstanding invoices against funds that we have for us, for whatever reason, among you.

## Arrangements with insurers

If we act as proxy on behalf of an insurer, we will consider your premium payment to us as a payment to the insurer. Under such an arrangement, we keep the premium paid by you for the insurer. We may not be able to return these payments to you without the express permission of the insurer, even if you cancel your policy.

## Pay-out

Once we have received your payment, we are authorized to transfer compensation for services to another person or party (such as another insurance intermediary or part of Meijers).

We do not pay a premium to insurers on your behalf until we have received the premium from you. Nor will we distribute any claims or other monies owed to you before we have received them from insurers or other third parties, or when the insurance premium has not been paid.

## Report damages

You are responsible for reporting damages or circumstances that could result in damage to your policy. To be well informed about your obligations under the policy it is important that you read the policy conditions and other provisions as soon as possible. After all, late or an incomplete report of damage can lead to the (partial) rejection of your claim on the policy. When reporting, state all relevant facts and circumstances. It is advisable to keep your policy documents for several years, even after the policy has ended.

## Limitation of claims

A claim for damages can be seen as a compensation. Claims can elapse. It is your responsibility to keep an eye on the statute of limitations to extend (or stop) if necessary.

## What about our remuneration?

### Customer

The compensation for our services may consist of commission (a percentage of the premium paid by you) or a fee determined in consultation with you. In some cases, and if you agree, we can receive both a fee and commission. In principle, we use the standard commission percentages as stated in Appendix 1 to this document, unless agreed otherwise with you.

Meijers is entitled to charge a 1% claim settlement fee on the net damage amount for policies for which this is included (free of charge). The net damage amount is the amount that ultimately qualifies for payment by insurers. We do not charge settlement compensation for costs or payments to third parties.

### Third parties

In some cases, when placing the insurance (in your interest) we use other parties such as specialized brokers or other specialized service providers. These parties can also earn income for their services. If we share a percentage of our compensation with third parties, we will not increase your costs.

### Insurer

It is possible that we provide services to an insurer, with an associated fee. This reward can be a management fee or a fee for keeping records. These payments are a result of the services we provide to the insurer for the relevant period.

### Interest

It is possible that in the daily trade we receive interest on the financial resources received from the moment of receipt to the moment of settlement. We do not pay this interest to you or to insurers.

## Laws

### Electronic communications

Parties can communicate by e-mail with each other and with other parties and thereby send further electronic data. The parties involved accept the associated risks. Think of security risks such as interception of or unauthorized access to messages, the risks of message corruption and the dangers of viruses or other harmful elements or other forms of cybercrime. All parties are responsible for checking received electronic messages for viruses and for taking preventive measures to reduce risks.

Please note that for security reasons, Meijers' ICT systems block certain file extensions that carry more risks. Emails with such attachments may not arrive at Meijers and you will not receive a notification when emails have been blocked.

### How does the Sanctions Act affect you?

It means that you must provide us with the facts and circumstances related to the sanctioned territories. This also includes the UBO (Ultimate Beneficial Owner) or the ultimate interested party behind the legal person involved in your affairs. An UBO is the party that has at least 25% or more of the shares in a company or that can exercise predominant control over a company.

Aside from your insurance coverage, you will commit a criminal offense under the Economic Offenses Act if you do not comply with the Sanctions Act. It is therefore important that you are aware of the trade sanctions.

Like other financial institutions, we may not finance, insure or otherwise facilitate transactions as described in the Sanctions Act. It is important to know that damage to, or loss of, products that may not be traded under Sanction Law, is excluded from insurance coverage.

### Anti-money laundering

To comply with the applicable anti-money laundering regulations, we can ask clients to (re-) confirm their identity. We can ask you this when you become a client, when you have been a client for a long time or, for example, when checking data on an application form or transferring damage payments. We may share this information with other Meijers companies and, if necessary, with regulatory or law enforcement agencies.

Please note that we may not inform you of the content of any reports we make based on knowledge or suspicion of money laundering, nor of the fact that such a report has been made. We have systems in place to protect our clients and ourselves from fraud or other crimes, and we can use the services of third parties to identify and monitor clients.

## Liability

Any liability of Meijers is always limited to the amount paid out by the professional liability insurer (s) in the event of an assigned claim, up to a maximum of EUR 5,000,000 for all related events.

## Privacy

When advising on and taking out financial products or services, we ask our customers for confidential information. You can assume that we handle this information with the utmost care. Would you like to know more about how we handle personal data and how we process it? Then go to [www.meijers.nl](http://www.meijers.nl), under the heading Legal Documents. Here you can find the most current privacy statement of Meijers Assurantiën.

## Conflict of Interest

Circumstances may arise where we determine that we have a conflict of interest or that we otherwise have a relevant interest in or related to an issue to which we are a party. For example, we may be asked to appoint a loss adjuster on behalf of an insurer; or we find that the mutual interests of two of our clients on whose behalf we act conflict. We have a conflict resolution procedure from Meijers Assuradeuren for these types of circumstances. Obviously, we strive to avoid conflicts of interest, but if this is unavoidable, we clearly explain our position and treat the situation in such a way that we are neutral towards each party.

## Complaints

If you are not satisfied with the performance of our services, we advise you to discuss this with your regular contact person at our company.

You can also contact our management by sending an email to [directie@meijers.nl](mailto:directie@meijers.nl). When we have received your complaint or complaint form, we will send you a confirmation of receipt. We discuss your complaint internally with the responsible employees and you will receive an answer from us within two weeks. You can read our complaints procedure on [our website](#). The complaint form can be found [here](#).

## Termination

You may at any time terminate the relationship with us by sending a written notice, unless otherwise provided for in a specific agreement. We too can take the initiative to end the relationship.

## Amendments

You agree that we may change this document by sending you a written notice of change or a revised version of the Terms of Service. Any change applies to the services provided by us, after notification of the change has been sent. The change will take effect immediately or later, depending on the content of the notification.

## Appendix 1: maximum commission (overview per insurance)

We use the following commission percentages, unless agreed otherwise.

Construction insurance	15%
Incapacity for work	N/A*
Car (Auto) insurance (WA & Casco)	20%
Car insurance collective	15%
Aviation	15%
Corporate liability	25%
Professional liability	20%
Directors and Commissioners of liability insurance	20%
Inland shipping hull	15%
Fire insurance	20%
Fire loss insurance	20%
Computer insurance	20%
Construction All Risks insurance	15%
Cyber insurance	20%
Event insurance	20%
Fraud / monetary values	20%
Warranty insurance	12,5%
Combined liability insurance	20%
Glass insurance	25%
International program	15%
Kidnap & Ransom insurance	20%
Valuables insurance	25%
Credit insurance	15%
Art and antique insurance	17,5%
Land material insurance	17,5%
Life insurance (purchase price)	N/A*
Logistical liability	20%
Machine damage insurance	15%
Maritime liability	17,5%
Environmental damage insurance	20%
Accident insurance (collective)	20%
Accident insurance (individual)	20%
War & Terrorism	15%
Private insurance	25%
Pension (collective)	N/A*
Life (individual)	N/A*
Legal Assistance (legal aid insurance)	20%
Passenger accident insurance	20%
Transport insurance	20%
Transport and assembly insurance	20%
Transport including storage insurance	20%
Logistic Liability insurance	15%
Short-term absence insurance	10%
Employer's Liability Insurance for Traffic Users	20%
Long-term disability insurance	10%
Business Travel insurance	20%
Marine hull insurance	15%
Solar Panel insurance	15%
Healthcare insurance	3%

\* We make a fee appointment for this.