

General Terms and Conditions VLC & Partners B.V. | 2024

Statutory name:

VLC & Partners B.V.

Address:

Statenlaan 8 (5223 LA)
P.O box 1999 (5200 BZ)

Location of registered office:

's-Hertogenbosch

Country:

Nederland

Email address:

info@vlc-partners.nl

Telephone number:

(073) 692 46 92

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(073) 692 47 00

Chamber of Commerce**Registration Number:**

16030436

AFM [Netherlands Authority for the Financial Markets]**Licence Number :**

12016988

General

In these general terms and conditions, the following definitions apply:

Client: The natural person or legal entity that has given VLC & Partners B.V. the assignment to perform Work.

VLC: VLC & Partners B.V. also known under several trade names.

Work: All advisory and/or intermediary work for which an assignment has been given or which reasonably results from it. The work may include arranging, maintaining, modifying, and terminating pensions, life insurance, income, and/or non-life insurance, and mortgage loans.

Applicability

These general terms and conditions apply to all agreements concluded by VLC with the Client. The general terms and conditions of the Client are expressly not applicable.

For assignments that fall outside the agreed Work and subsequently require extensive and/or time-consuming handling, VLC will consult with the Client.

Commencement and Duration of Agreement

The agreement is only concluded and commences at the moment VLC has received an agreement signed by the Client. An agreement is entered into for a duration of 24 months unless otherwise agreed in the agreement and is then tacitly extended for a period of 12 months unless otherwise stipulated in the agreement. This agreement can be terminated by either party at the end of the term with a notice period of at least 2 months.

Premium Agreements

VLC is authorized to make premium agreements with insurers on behalf of and for the benefit of the Client. The premium agreements are submitted to the Client for approval before concluding an agreement with insurers and/or other third parties.

Premium payment

- The Client pays the premium in advance. This means that the premium must be paid by the due date at the latest. The premium due date is the first day of the month.
- The Client can authorize VLC to debit the premium via direct debit. This direct debit applies to all products concluded. A pre-notification is sent approximately three (3) to seven (7) days before the direct debit.

- Premiums are generally paid annually. In consultation with VLC, the Client may choose to pay premiums semi-annually, quarterly, or monthly. If there are costs associated with periodic premium payments, the Client will be informed in advance.
- The first premium, the initial premium, must be paid by the Client within 30 days after the policy start date or after receiving the invoice. If the premium is not paid after this period, the coverage is retroactively canceled. VLC does not need to send a notice of default or reminder for this. The Client only has coverage once the initial premium has been paid without retroactive effect.
- If the follow-up premium is not paid on time, a payment reminder will be sent. The Client gets a payment term of 14 days for non-life insurance. If the premium is still not paid, a payment reminder will be sent with a payment term of one month, effectively giving a payment term of 31 days. This provision only applies if the Client is a consumer as defined in the Civil Code.
- If the due premium is still not paid within the payment term of 14 or 31 days after the reminder, the Client is no longer insured for events occurring from the premium due date, starting from the 15th or 32nd day after the reminder. This provision only applies if the Client is a consumer as defined in the Civil Code.

Care

VLC will exercise the care and confidentiality expected of a reasonably acting (insurance) intermediary in its services and the work it performs.

(Post) Care Duty

VLC performs its legal duty of care in managing and post-care of insurances concluded through VLC. This duty of care is effective as long as the insurances are part of VLC's portfolio.

Client Obligations

The Client must always provide VLC with all relevant information, both requested and unsolicited, needed for the proper execution of the assigned task.

This includes but is not limited to changes in family composition, income, financial situation of the Client, other ongoing insurances, and address or contact details.

Dissolution and/or Suspension

If:

- (i) The Client does not fulfill the obligations of the Agreement, or does so untimely, incompletely, or improperly; or
- (ii) The necessary data for the execution of the agreed assignment is not provided to VLC timely or according to the agreements; or
- (iii) The Client otherwise does not comply with his (information) obligations,

VLC is entitled to suspend the execution of the agreement and/or terminate the agreement immediately. The consequences of this suspension and/or termination are entirely for the account of the Client.

Acceptance

An (implicit) request to VLC to perform work is only accepted after an explicit acceptance by VLC.

Liability

Any liability of VLC is limited to the payout made under VLC's professional liability insurance or corporate liability insurance in the relevant case, plus the deductible under that insurance. The liability is always limited to a maximum of five times the amount invoiced by VLC to the Client (or the received commission) in the year in which the damage-causing event occurs.

VLC is not liable for indirect damage (including but not limited to lost profit, missed savings, damage due to business stagnation, consequential damage, etc.).

VLC always has the right, if and as far as possible, to undo or limit the damage of the Client by restoration or improvement of the assignment for which a reasonable term is granted.

If the Agreement is executed for multiple (legal) persons, the liability limitation described in this article applies to the Agreement for all involved (legal) persons collectively.

That group of (legal) persons must divide the maximum payable compensation among themselves in case of VLC's liability.

Third Parties

The limitation of liability is also stipulated for the benefit of any third party engaged in the execution of any assignment by VLC, unless the third party has received a direct assignment from the Client and/or has billed the Client directly, whereby direct and possibly different agreements have been made between the Client and the third party.

The execution of the assigned task is solely for the benefit of the Client.

Expiry Period

A claim for compensation must be submitted to VLC no later than 12 months after the Client discovered or could reasonably have discovered the damage, failing which the right to compensation expires. A claim for compensation also expires if the Client does not initiate legal proceedings before the competent court within 1 year after unequivocal and complete rejection of these claims by or on behalf of VLC, or does not start a procedure via KiFID.

Billing for Advisory Work

Advance Invoice: We reserve the right to send an advance invoice to cover the initial costs when performing (advisory) Work. When this right is exercised, we will limit our activities to the utmost until the advance invoice is paid.

Interim Invoice: Once every two months, we may send you an invoice for our Work over the elapsed period to cover the costs incurred up to that point.

Final Invoice: At the end of the Work, we will send you a final invoice.

Composition of the Invoice

Hourly Rate: The number of hours is multiplied by the hourly rate. The hourly rate is agreed upon separately.

Fixed Fee: It is also possible that an assignment is fulfilled based on a fixed fee amount.

The total amount may be increased by VAT in accordance with the VAT Act and/or insurance tax.

Service Agreement

When agreements are made regarding management that go beyond VLC's legal duty of care, this article applies to those agreements. Here, the relevant work will be defined as a 'Service Agreement'.

For the Service Agreement, a fee will be charged annually to the Client, as stated in the service agreement. The fee is charged annually at the beginning of the calendar year to the Client.

If, during the term of the Service Agreement, the insured interest and/or the insurance portfolio of the Client or the required work undergoes substantial changes compared to the situation at the start of the Service Agreement, the parties will consult about an adjusted annual fee. The parties will act reasonably in this regard. In case of an intermediary change within the contract period of the Service Agreement, VLC reserves the right to charge the fee for the remaining term(s).

The amounts stated in the Service Agreement are standard excluding VAT and/or insurance tax unless otherwise stated in the Service Agreement.

The rates mentioned in the service agreement can be adjusted annually according to the Consumer Price Index 'All Households' ('CPI') as published by the CBS. Adjustment takes place annually on January 1, with the CPI figures from October of the previous year as the basis.

VLC does not receive commission or compensation from third parties for the work agreed upon in the Service Agreement.

For (advisory) work outside the (standard) work mentioned in the service agreement, the Client must pay VLC an additional fee, about which VLC will consult with the Client in advance.

A power of attorney compensation provided by insurers to a sister company of VLC for specific work on behalf of these insurers is outside the scope of a service agreement, as well as any completion commission received by VLC from insurers for damage settlement via the insurance market.

Payment

Invoices must be paid by the Client within 30 days of the invoice date. In case of partial or complete non-payment within this term, the Client is in default without further notice. VLC is then entitled to cease the Work.

The Work may result in the conclusion of a life insurance (pension insurance, annuity insurance, etc.), non-life insurance, or a bank annuity. In some cases, the Client and VLC may agree to offset the invoice wholly or partially with the received commission.

Interest and Costs

In case of non-payment within the stipulated term, the Client owes statutory interest and all actual extrajudicial and judicial collection costs incurred and to be incurred by VLC. The latter extrajudicial and judicial costs also include costs associated with internal handling by VLC itself.

Personal Data Registration

In the context of its services, VLC processes the personal data of the Client in accordance with the requirements arising from the applicable privacy laws and regulations. VLC uses the data for the following purposes: advising and/or mediating in (insurance) agreements, preventing fraud, and complying with legal obligations.

Termination/Cancellation

VLC is authorized to terminate the agreement with immediate effect without judicial intervention and without owing any compensation for termination for an urgent reason immediately communicated to the other party. Urgent reasons include:

- When the Client applies for suspension of payment or is declared bankrupt;

- When the Client does not fulfill its legal obligations or the obligations arising from this service agreement and persists even after a written notice of default by registered letter with a reasonable term for compliance;
- When the Client condones, commits, or attempts to commit fraud, or cooperates in it.
- The termination right mentioned in this paragraph does not affect other rights of the Parties under the law or this agreement. However, upon termination, VLC's authority to conclude (insurance) agreements on behalf of the Client ends immediately.

Complaints/Disputes

If the Client unexpectedly has a complaint about VLC's services, the Client can contact VLC's management, which will handle and respond to the complaint. If the Client is not satisfied with the resolution of the complaint, the Client, if classified as a consumer under the KiFiD Regulations, can contact:

Stichting KiFiD
P.O. Box 93257
2509 AG The Hague
Phone: 0900-3552248
Email: info@kifid.nl
Website: www.kifid.nl
Registration number: 300.012485

The competence of Stichting KiFiD does not affect the possibility for parties to turn to the civil court. If one of the parties believes a dispute has arisen, it can contact the competent court in Utrecht.

Dutch Law

These general terms and conditions and the agreements resulting from them are exclusively governed by Dutch law.

Our Availability

We are open on weekdays from 08:30 to 17:30. In emergencies such as accidents, death, or major damage, you can also reach us outside office hours via the following phone number. The telephone exchange will provide you with the number where we can be reached. This means you can always contact us personally 24 hours a day, 7 days a week.

For car damages:

See the number on the back of your green card.

For travel damages:

See the number on your policy sheet under 'Emergency Center'.

For all other damages:

073 692 4647 (Private Insurance)

073 692 4757 (Business)

070 302 3598 (Car Damage)