

## **GENERAL CONDITIONS -HOWDEN INSURANCE BROKERS NEDERLAND B.V.**

**Version (2019)**

### **0. Introduction**

These general conditions form part of the agreement between you, the client and Howden Insurance Brokers Nederland B.V. (hereafter referred to as 'Howden Nederland') as an independent insurance broker. In case you may have any questions – before or during effecting the agreement – with regards to these General Terms, you should directly contact Howden Nederland.

Also, natural and legal persons that are directly or indirectly affiliated to Howden Nederland and that are involved in the provision of the service by or on behalf of Howden Nederland in any way may also invoke the terms set out hereunder.

### **1. About Howden Nederland**

Howden Nederland is statutorily based in Rotterdam and holds her office at Veerhaven 7 in (3016CJ) Rotterdam. Howden Nederland is registered at the Chamber of Commerce with number 58513396 and in the WFT-register with number 12042018. The WFT-register can be checked by visiting the AFM website ([www.afm.nl](http://www.afm.nl)). Howden Nederland is KiFiD – registered with number 300.015556. Howden Nederland's business is advising, arranging and assisting in the administration and performance of general insurance contracts. Howden Nederland is part of the Howden Group Holdings.

### **2. Services Howden Nederland**

These General terms will apply to all your orders given to Howden Nederland, amongst which in any case:

- Arranging insurance cover for you;
- Advising on insurance cover (upon request);
- Supplying appropriate insurance documentation;
- Assisting with claims for the duration of the Agreement

If your order does not relate to advise and/or claim service, Howden Nederland will confirm this to you. In that case, Howden Nederland will only arrange insurance cover for you through our broking service without advising on the contents of this insurance cover.

### **3. For whom Howden Nederland acts**

Normally Howden Nederland only acts for clients like you. In some cases, Howden Nederland may also act as an agent of insurers. In case this may regard you, Howden Nederland will inform you.

### **4. Fair Treatment**

A fair treatment is considered important by Howden Nederland. This means that Howden Nederland will endeavour to:

- Conduct the business with due skill, care and integrity;
- Conduct the business in accordance with the provisions of Wet op het

Financieel Toezicht (WFT), a full copy of which can be [reviewed here](#)

- Never be put in a position where the primary duties to you are compromised.
- Deal with any complaint quickly, carefully and independently;
- Be transparent in the matter of remuneration;
- Respect your confidentiality.

## **5. Protection of Personal Data**

In respect of the processing of personal data Howden Nederland will comply to the provisions as laid down in the Algemene Verordening Gegevensbescherming (AVG, being the Netherlands equivalent of the GDPR) Howden Nederland is careful with confidential information collected from you. Confidential information is not the information that Howden Nederland has (also) obtained from third parties or data that are publicly known. On the secrecy may not be invoked if Howden Netherlands under a legal settlement or court order is required to provision or disclosure of certain data.

## **6. Payment of Premium**

You must comply with the premium payment terms of your insurance policy. Failure to pay premium by the due date prescribed by the insurer may mean that the policy will automatically terminate without prior notice with effect from inception or will be terminable on notice from the insurers.

Howden Nederland is under no obligation to pay the insurance premium by the due date on your behalf if we have not received cleared funds from you expressly for the purposes of paying premium. Your liability for premium may also arise under policies even where a particular insurer becomes insolvent.

## **7. Remuneration**

The remuneration that you pay to Howden Nederland consists of a fee or brokerage determined on the basis of the insurance premium. Howden Nederland may also receive remuneration by means of settlement of damages, recourse payments and additional services provided to insurers. Howden Nederland also charges clients policy costs. You are entitled to request information to Howden Nederland regarding any remuneration we may have received as a result of placing your insurance business.

## **8. Insurers**

Howden Nederland checks the financial standing of insurers on the placement and renewal of insurance policies but is not liable if an insurer becomes or proves to be insolvent after the event. If you may question the advised insurers, you must advise Howden Nederland immediately.

## **9. Agents**

You may authorise a third party to instruct Howden Nederland. In this regard, the third party is acting as your agent. In that case, Howden Nederland will stipulate in a separate agreement that the agent is authorised to act on your behalf. Howden Nederland is not responsible to check the information provided by the agent or to

check the authority of the agent. If Howden Nederland takes over insurance policies from another agent, Howden Nederland is not liable for those policies until Howden Nederland has been given a reasonable period in which to assess their status and to issue advice in writing

## **10. Your responsibility**

In order to be able to deliver a good service you have the following responsibilities:

- to provide all instructions to Howden Nederland in writing;
- to read received information carefully and to report anything being unclear or undesirable to Howden Nederland;
- to meet with all terms and conditions of all insurances that Howden Nederland has effected to your order, amongst which:
  - The date on which premium has to be paid
  - Mandatory declaration in case of claims;
- to provide requested information by Howden Nederland timely;
- to pay all debit notes by Howden Nederland timely;
- to act in good faith towards insurers;
- to provide all documents and information in respect of risks to be covered on the following moments:
  - Before the agreement has been effected;
  - During alterations of coverage;
  - During alterations that increase the risk insured substantially or that relate to the fulfilment of a condition or obligation from the insurance contract;
  - When a claim is made;
  - When the policy is renewed or extended;
  - or at any other time when providing information to insurers according to the policy conditions is required;
- (if required) all proposal forms need to be completed accurately and truthfully.

Howden Nederland is not liable for the consequences of the provision of incomplete or inaccurate information by you. If you may doubt if Howden Nederland has all required information in their possession, please contact Howden Nederland immediately.

## **11. Making a claim**

Any damage, claim or circumstance that you must report on the basis of policy conditions, you need to report to Howden Nederland as soon as possible. If you do not report immediately, insurers may be entitled to reject your claim. Without the consent of the insurer, you may not recognise liability or agree to any action, other than the necessary measures to minimize the damage or which are in the interest of health and safety.

In your notification you must provide all relevant facts related to the event that you are reporting. The conditions of your insurance policy describe the procedures and conditions related to the reporting of a claim or circumstance in detail. If required Howden Nederland assists you in reporting a notification under a policy effected by

Howden Nederland on your behalf. Howden Nederland will endeavour to obtain compensation or indemnification. Howden Nederland will not charge you extra hereto (unless otherwise agreed with you).

The service of Howden Nederland includes handling of claims during the period that Howden Nederland is your insurance broker. If the relationship between you and Howden Nederland terminates, Howden Nederland reserves the right to transfer the handling of running claims at the time of termination to another party appointed by you. It is also possible that Howden Nederland will remain involved in handling running claims after termination of the relation, insofar Howden Nederland is capable thereto and hereto a remuneration has been agreed.

## **12. Liability**

With the exception of damages incurred directly caused by gross negligence or willful misconduct of Howden Nederland or its executives, is any liability of Howden Nederland for damages, costs and other expenses (including but not limited to legal fees) limited to the amount that its professional liability insurance pays out, including the deductible.

If the professional liability insurance does not provide coverage, the liability of Howden Nederland is limited to the total compensation that Howden Nederland charged to you in respect of the order on which the claim is based. Howden Nederland is in no case liable for indirect damage including but not limited to consequential loss, business interruption and loss of profit and/or turnover.

## **13. Sanctions and Financial Crime**

Howden Nederland conducts business in accordance with the Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft), a full copy of which can be reviewed here: [<https://wetten.overheid.nl/BWBR0024282/2019-01-01>]

Howden Nederland shall not provide brokerage services or pay any claim or provide any benefit under this agreement with any client that is the subject of any trade and economic sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor shall Howden Nederland provide services to any client that is located, organized or a resident in a country or territory that is the subject of comprehensive country Sanctions, including, without limitation, Iran, the Crimean region of Ukraine and North Korea or any other country subject to comprehensive country Sanctions as may be adopted and enforced from time to time.

Howden Nederland will also be unable to provide brokerage services within any country or territory which is the subject of any targeted or transactional country Sanctions, including, without limitation, Syria, Cuba, Venezuela, Russia or any other country where such Sanctions may be adopted and enforced from time to time. The insurer may not be deemed to provide cover and may not be liable to pay any claim or provide any benefit under your insurance contract insofar as the provision of such

cover, payment or claim may expose the insurer or its related companies to any prohibition or restriction under the Sanctions.

If Sanctions apply, Howden Nederland shall not be able to process already notified claims and your insurer may terminate your insurance contract, and not pay any notified claims.

If you become subject to Sanctions after the entry into force of this agreement, Howden Nederland may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract. The parties to this Agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

#### **14. Complaints**

If you may not be satisfied by the service of Howden Nederland, you may contact your contact person. Howden Nederland will try to solve your complaint within 5 working days. In case this is not possible, in any case, Howden Nederland will confirm the receipt of your complaint and inform you about the period within which they can take the complaint.

If you are a private person, you also have the possibility to address your complaint to the Klachteninstituut Financiële Dienstverlening (KiFiD). Please refer to the website [www.KiFiD.nl](http://www.KiFiD.nl) for the conditions. Complaints must – under penalty of loss of law within 1 year after the grounds of the complaint to you have become known or should have been known – made in writing to Howden Nederland. A complaint does not suspend your payment obligation.

#### **15. Choice of law and Jurisdiction**

The relation between you and Howden Nederland is governed by Netherlands law. In respect of all disputes, that directly or indirectly arise from the relation between you and Howden Nederland, the District Court of Rotterdam is exclusively competent. Howden Nederland may also choose to submit a possible dispute to the competent district court according to the legal rules of competency. In case you are a private person the legal rules, the legal rules of competency apply.

#### **16. Conflicts of Interest**

It is possible that conflicts of interests may arise on a certain moment. Howden Nederland will inform you and will propose a solution. In such a case you will have the right to terminate the agreement with Howden Nederland.

#### **17. Alterations**

These General Terms replace all (eventual) previously agreed General terms between You and Howden Nederland in respect of the services as insurance intermediary. If there may be a specific agreement between You and Howden Nederland, this will take precedence over these General Terms to the extent there may be any conflict. Howden Nederland is authorised to amend these general terms unilaterally.

Amendments will be notified in writing. Within 30 days of such communication, you

can object to these changes. If you do not object, you agree implicitly with the amendments.

#### **18. Language**

The leading version of these General Terms has been drafted in The Netherlands language. In case the General Terms have been translated, the Netherlands text will prevail will in the interpretation of these conditions.

#### **19. Conversion**

If any provision of these terms and conditions is or becomes invalid partly or completely destroyed, the remaining provisions will remain in full force and effect. In such a case the invalid or destroyed provision will be replaced by a provision that most closely matches. The purpose of the original provision.

#### **20. Registration and modification of these conditions**

These conditions have been registered at the Chamber of Commerce in Rotterdam. The last registered version is valid.