

Terms & conditions

These terms are used by Doorneweerd Assurantiën BV in Amsterdam. "Doorneweerd Assurantiën BV" is also stipulated on behalf of the director of Doorneweerd Assurantiën BV and all its employees. The applicability remains to directors and/or persons who are no longer working for Doorneweerd Assurantiën BV.

Article 1: Applicability

1.1

These general conditions apply to all offers from Doorneweerd Assurantiën BV, quotations and acceptances thereof and/or Doorneweerd Assurantiën BV entered into agreements whereby Doorneweerd Assurantiën BV is obligated to provide services or the execution of a contract. Any purchase or other condition to which the client refers to the acceptance of an offer or proposal or the conclusion of an agreement do not apply, unless it's without reservation and been accepted in writing by Doorneweerd Assurantiën BV.

1.2

Deviations and/or additions to these terms and conditions only bind Doorneweerd Assurantiën BV if it's expressly agreed in writing between Doorneweerd Assurantiën BV and the client.

1.3

If any provision of these terms and conditions is found to be null and void, solely the provision applies, all other provisions will continue to apply without prejudice.

Article 2: Offers, agreement, contract, etc.

2.1

Offers and rates from Doorneweerd Assurantiën BV, unless it is expressly stated otherwise, are with no strings attached.

2.2

Assignments given to Doorneweerd Assurantiën BV will exclusively lead to effort-commitments relating to the Doorneweerd Assurantiën BV, but no results-commitments.

2.3

An agreement is deemed to have been concluded at the time Doorneweerd Assurantiën BV has accepted an order in writing, or has begun implementation. Doorneweerd Assurantiën BV is entitled to refuse given assignments without giving reasons.

2.4

In case the customer have made a certain (insurance) application by e-mail message and the customer has no acknowledgment of the request (an employee) within 24 hours after sending the message, Doorneweerd Assurantiën BV, will consider the message from the client as non-received. If the client wish to receive a response or decision from (an employee of) Doorneweerd Assurantiën BV within the period of 24 hours after sending a digital message, the client must inform himself that the message to (the employee of) Doorneweerd Assurantiën BV has reached .

2.5

Digital, whether on the internet, either on request of the client, Doorneweerd Assurantiën BV is not bind to this information and will never be deemed as Doorneweerd Assurantiën BV information advice as part of an assignment given, except to the extent of communication with Doorneweerd Assurantiën BV proves the contrary.

Article 3: Engaging third parties

3.1

Doorneweerd Assurantiën BV is allowed in the execution of the assignment given, if necessary, to make use of third parties. Doorneweerd Assurantiën BV will consult in advance with the client about engaging third parties as far as possible and in the selection of third parties observe due diligence. Doorneweerd Assurantiën BV is not liable for shortcomings of these third parties.

Article 4: Fees and payment

4.1

The parties agree at the end of the agreement in which manner the fee to Doorneweerd Assurantiën BV is paid. The fee may be included in the customers (whether or not on behalf of an insurance/banking) charged amount or an hourly rate can be agreed.

4.2

Changes in taxes imposed by the government and/or charges are always passed on to the client. Doorneweerd Assurantiën BV is entitled to increase agreed rates in the interim if increases occur in the costs of materials or services necessary for the execution of the agreement and/or other costs which influence the cost of Doorneweerd Assurantiën BV after the settlement of the agreement.

4.3

The fee also includes a compensation for handling two damage reports per policy year per policy. With multiple damage reports per policy year we will calculate the additional costs based on our administrative fee on to you.

4.4

Payments by the client must be made within 30 days after the invoice date by Doorneweerd Assurantiën BV prescribed manner, unless otherwise agreed in writing or the invoice states otherwise.

The client is aware that if the payment of premiums charged is not, or not timely, paid, it may have the consequence that, after mediation by Doorneweerd Assurantiën BV, the made insurances and services does not cover the insured risk.

4.5

Invoices due to the client from Doorneweerd Assurantiën BV charged premiums and bills with a counterclaim presented by the client, or the suspension of payment by the client in connection with the counterclaim, is Doorneweerd Assurantiën BV explicitly and without reservation recognized or irrevocably established.

4.6

If the client owed premiums and/or amounts that are not paid within the agreed time frame, the client will therefore, without any notice required, have to pay the open amount of legal fees according to the Dutch Law collection costs (WIK). If the client is negligent after notice of default to pay the open amount to Doorneweerd Assurantiën BV, the claims can be relinquished, in which the client will have to pay the due amount, and also an amount will be kept to compensate for extrajudicial collection costs, the amount of which is fixed two points of the by the court applied liquidation rate.

4.7

Payments made by the client will always be applied to all due rent and cost and thereafter the claimable invoices who are due the longest, which already been reported to the client that the payment relates to the later invoice.

4.8

If the creditworthiness of the client, in the opinion of Doorneweerd Assurantiën BV, is being doubted, Doorneweerd Assurantiën BV is authorized to suspend their services until the client has given adequate certainty for their due commitments.

Article 5: Time limits

5.1

Unless agreed otherwise in writing, by the by Doorneweerd Assurantiën BV given deadline in which they perform their assignments, will never be considered as fatal time.

Article 6: Participation by the client

6.1

The client will always, solicited and unsolicited, provide all relevant information what Doorneweerd Assurantiën BV needs to have an accurate performance to the given assignment. If the necessary information for the assignment is not, or not timely, given according to the made conditions and are not available for Doorneweerd Assurantiën BV, or the client does not satisfy the made obligations, Doorneweerd Assurantiën BV is able to suspend the execution of the assignment.

6.2

The client is fully responsible for the correctness and completeness of his given information to Doorneweerd Assurantiën BV.

Article 7: Liability of Doorneweerd Assurantiën BV

7.1

Any liability Doorneweerd Assurantiën BV, as their directors, as their employees and by the by Doorneweerd Assurantiën BV engaged persons is limited to payment of the concerned case under the professional liability insurance of Doorneweerd Assurantiën BV that will be paid, plus the applicable own risk. Upon request, further information for interested parties about the professional liability insurance will be given.

7.2

In case of the professional liability insurance, referred to in Article 7.1, Doorneweerd Assurantiën BV in a specific case, gives no cover, and the liability of Doorneweerd Assurantiën, as their directors, as their employees and by the by Doorneweerd Assurantiën BV engaged persons, limited to a maximum of the purposed assignment to the resulting damage that underlies by the clients charged fee, or, the by the by the insurer/bank charged premium.

7.3

The execution of the assignment will only be for the benefit of the client. Third parties cannot derive any right of the content of the work performed.

7.4

Doorneweerd Assurantiën BV is not liable for damage caused by the client or third parties as result of incorrectness, incompleteness or late information provided by the client.

7.5

Doorneweerd Assurantiën BV is never liable for any damage resulting from errors by Doorneweerd Assurantiën BV used software or other computer programs, unless such damage can be recovered by the supplier of the software or computer program used by Doorneweerd Assurantiën.

7.6

Doorneweerd Assurantiën BV is never liable for any damage resulting from a situation where the client has sent Doorneweerd Assurantiën BV (email) messages and have not reached Doorneweerd Assurantiën BV.

7.7

Doorneweerd Assurantiën BV is never liable for any damage resulting from the situation where the client's charged premiums by the by him made settlement.

7.8

The provisions of this article are without prejudice the liability of Doorneweerd Assurantiën BV for damages caused by the intent or recklessness of its subordinates.

7.9

The client is only entitled to dissolve any agreement with Doorneweerd Assurantiën BV if Doorneweerd Assurantiën BV, even after proper notice of default, fails to comply to meet its obligations to the client. Payment obligations which arose before the time of termination and/or which relate to services already rendered must unabated be honored by the client.

Article 8: Force majeure

8.1

Doorneweerd Assurantiën BV is not required to fulfill any obligations if Doorneweerd Assurantiën BV finds it reasonably not possible due to no fault of Doorneweerd Assurantiën BV resulting changes in existing conditions when affecting the obligations.

8.2

A failure to perform an obligation of Doorneweerd Assurantiën BV shall not, in any case, be held accountable and does not come at risk in case of illness or shortcomings due to her suppliers, subcontractors, operators and/or third parties, fire, lockout, riots, war, government measures, including export-import, transit prohibitions, frost and all other circumstances.

Article 9 Confidentiality and personal data protection

9.1

The parties commit to the confidentiality of any information of other party agreements if that information must be treated as confidential or secret.

9.2

The personal data provided by Doorneweerd Assurantiën BV to the client will not be used for or provided to third parties, as for other purposes for the execution of the assignment given to, or by, the client to send email and similar, barring insofar Doorneweerd Assurantiën BV on account of the law or public order, as part of its business is obligated to provide the relevant details to the designated instance.

9.3

If the client objects to the inclusion of his personal details in any mailing list and similar from Doorneweerd Assurantiën BV, Doorneweerd Assurantiën BV shall remove the relevant data at the first written request of the client.

Article 10: Applicable law and disputes

10.1

All offers and agreements of Doorneweerd Assurantiën BV are governed by the Dutch law.

10.2

Doorneweerd Assurantiën BV is registered at the Financial Services Complaints Institute (KIFID).

Doorneweerd Assurantiën BV can choose to not participate in a binding advice if there is any dispute ensuing from quotations, offers and agreements to which these conditions apply.

Article 11: Revocation

All claim rights and other powers of the client on any grounds whatsoever against Doorneweerd Assurantiën BV in connection with the work performed by Doorneweerd Assurantiën BV expire at least five years from the time when the clients got to know or reasonably got to know the existence of these rights and powers.