



# Service guide and general terms and conditions for financial services

TVM verzekeringen and TVM intermediair

2022V01





TVM is a financial services provider with a wide range of services and products. We are pleased to acquaint you with the way we work and the conditions that are applicable in this regard. This document therefore serves as a guide to the services provided by TVM verzekeringen and TVM intermediair.

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## 1 Introduction

TVM verzekeringen N.V. (hereinafter TVM verzekeringen) is the insurer of the TVM group for mainly business insurance and pleasure boats. TVM verzekeringen has developed into an international transport insurer. It offers insurance solutions for logistics and transport by road, water and pleasure craft. TVM intermediair B.V. (hereinafter TVM Intermediair) mediates in other providers' financial products and services, which cover risks that TVM verzekeringen does not insure itself. This enables us to offer a complete insurance package.

### Service guide and general terms and conditions for financial services

This document relates to the relationship you have directly with TVM Insurances and TVM Intermediary. This is understood to include at least the following:

- the rules applicable
- both your and our obligations
- how our remuneration is established
- the provision of services you may expect from us.

### Questions

Have you any further questions concerning this document? If so, please do not hesitate to contact us. We would be pleased to offer you further assistance.

## 2 General information

### 2.1 How can we be reached?

Located in Hoogeveen (NL), TVM can be reached during office hours on working days.

#### Logistics & Transport

Are you an entrepreneur? If so, you can reach us on tel: +31 (0)528 29 29 99 or [info@tvm.nl](mailto:info@tvm.nl).

Are you a private individual? In that case, you can reach us on tel: +31(0)528 29 29 92 or [particulieren@tvm.nl](mailto:particulieren@tvm.nl).

#### Inland navigation and pleasure boating

On matters regarding your craft, you can reach us on tel: +31(0)528 29 27 50 or [binnenvaart@tvm.nl](mailto:binnenvaart@tvm.nl).  
[pleziervaart@tvm.nl](mailto:pleziervaart@tvm.nl).

#### International Desk




You can reach our International Desk on tel: +31(0)528 29 22 62 or [sales@tvm.eu](mailto:sales@tvm.eu).

### 2.2 What are our contact details?

#### TVM

Visiting address: Van Limburg Stirumstraat 250,  
7901 AW HOOGEVEEN

Postal address: Postbus 130, 7900 AC HOOGEVEEN

-  [www.tvm.nl](http://www.tvm.nl)
-  [www.facebook.com/TVMverzekeringen](https://www.facebook.com/TVMverzekeringen)
-  [www.twitter.com/TVMnl](https://www.twitter.com/TVMnl)
-  [www.linkedin.com/company/tvm-verzekeringen](https://www.linkedin.com/company/tvm-verzekeringen)



### 2.3 What is our legal structure?

TVM verzekeringen N.V. and TVM intermediair are subsidiaries of Coöperatie TVM U.A. TVM verzekeringen is the TVM group's insurer, mainly for business insurance, classic vehicle insurance and boat insurance. TVM intermediair B.V. sources commercial insurance/products that TVM itself cannot offer from other insurers.

#### Dutch Authority for the Financial Markets (AFM)

The Financial Supervision Act (Wft) sets stringent requirements for financial service providers in terms of professional competence, integrity, transparent working methods and careful treatment of you as a client. The AFM conducts behavioural supervision of all financial service providers in the Netherlands on behalf of the legislature. These are companies that advise on, mediate in or authorise financial products in the field of savings, loans, investments, insurance and pensions. You can read more about the AFM and view the register of all licence holders at: [www.afm.nl](http://www.afm.nl). In case of queries regarding supervision, please call the Financial Markets hotline on (0800) 5400540.

#### TVM verzekeringen N.V.

C of C reg. no. 53388992  
AFM no. 12040443

#### TVM intermediair B.V.

C of C reg. no. 04037611  
AFM no. 12008094

### 2.4 How do we vouch for expertise and quality of service?

We hold an AFM licence for the provision of financial services. Possession of the AFM licence vouches for our compliance with the legal requirements applicable. Our experienced advisers stand for integrity and expertise. Each adviser holds several relevant professional diplomas. They maintain their levels of professional knowledge by means of training and trade journals. They also regularly attend training courses to expand their knowledge and skills and to master new products in the market. Quality is central to our services.

### 2.5 How do we handle your personal data?

We process your personal data within the TVM group. We do so for purposes including the execution of the insurance contract, including advising, accepting and administering your insurance and handling claims.

We handle the data we receive from you with care. We have implemented technical and organisational measures to prevent unauthorised third parties from gaining access to this data. We share personal data with third parties if this is necessary for the execution of the contract, or if we are legally obliged to do so.

#### Your statutory rights

You can access your personal data and have it corrected, supplemented, amended or deleted if there is a reason to do so.

#### Further information

Would you like to learn more about privacy and the way we process your personal data? In that case, read our privacy statement. It is contained on our website, [www.tvm.nl/privacy-statement](http://www.tvm.nl/privacy-statement).

#### Contact details

If you have any queries or require information regarding privacy, please contact our Data Protection Officer (DPO) at [privacy@tvm.nl](mailto:privacy@tvm.nl).

### 2.6 How do we cooperate with integrity?

Our relationship with you is primarily a matter of trust. This is the basis on which we meet our obligations to clients. We at TVM apply 'ground rules' that govern the way we wish to do business with one another. For instance, we opt to treat each other in an honest, reliable, professional and respectful manner. And we expect you to comply with relevant laws and regulations.

Read more about this in our ethics brochure "Our principles and values in doing business". It is contained on our website [www.tvm.nl/over-tvm/klantgericht-verzekeren/integriteit-moet-je-doen](http://www.tvm.nl/over-tvm/klantgericht-verzekeren/integriteit-moet-je-doen).

## 3 TVM verzekeringen

### 3.1 Wat does TVM verzekeringen do?

TVM insurances offers insurance solutions for logistics and transport by road and water..

### 3.2 TVM insurance products Logistics & Transport

These types of insurance are mainly intended for logistics firms and companies operating in the transport sector in the Netherlands. We also offer insurance for transport companies' employees. These include sick leave insurance and group accident insurance.

Furthermore, TVM verzekeringen has private car insurance for transport contractors and their employees. We also insure classic vehicles.

### 3.3 TVM International insurance products

These types of insurance are mainly intended for logistics service providers' foreign subsidiaries.

### 3.4 TVM Shipping insurance products

These types of insurance are mainly intended for inland shipping companies and commercial shipping risks.

In addition, TVM offers insurance for (private) pleasure boats, such as motor cruisers, speed cruisers, sailing yachts, sloops, houseboats and sailable houseboats..

### 3.5 What do we do for you?

You can take out insurance with TVM insurance in various ways. The options available depend very much on the type of insurance you require.

#### 1. Insurance with advice

##### Advice

In advising you, we first examine your personal needs and circumstances. We prefer to recommend our own insurance products. This enables us to safely assume that the types of insurance you take out are both appropriate and meet your insurance needs.

##### Maintaining and amending insurance policies

If you have purchased a product on the basis of our advice, it is important to ensure that your insurance solution continues to fit your own particular circumstances.

##### What does this entail for you?

- It is important that you contact us in case of any significant change in your circumstances.
- We will therefore contact you at regular intervals to jointly check whether your insurance solution remains appropriate.
- In case of significant changes to an insurance product or a risk, we will contact you to jointly ensure that your insurance solution remains appropriate.

#### 2. Direct product purchases (execution only)

##### Direct product purchases online

If you do not require advice, then you may opt to take out insurance directly, in which case various insurance products can be purchased on our website. As we offer no advice in such circumstances, it is known as 'execution only'.

You therefore personally determine which insurance and cover best suit your needs, without our intervention. You bear responsibility for the choices you make. If you subsequently decide you require advice after all, you are welcome to contact TVM.

##### Maintaining and amending insurance policies

If you have purchased a product without our advice, it is important that you personally ensure that your insurance solution continues to fit your circumstances. You bear personal responsibility to do so.

### 3.6 How should you submit a claim?

Do you have a claim on an insurance policy arranged by us? You should always contact us in such cases. We will continue to counsel you throughout the process of having your claim settled. In certain circumstances, we can even prevent consequential loss by taking prompt action.

### 3.7 What do our services cost?

In the course of providing services, TVM insurance naturally incurs operating costs such as salaries, accommodation costs, training and permits. TVM's employment contract with its employees does not contain a variable remuneration clause.

The premiums for our own TVM insurance products therefore include all such costs.

### 3.8 What are the rules regarding premium payment?

regarding payment of the premium. We may collect the premium ourselves. In fact, a direct debit is compulsory in certain circumstances, such as monthly premium payments.

Are you unable to pay the premium on time? If so, please contact us. We can then discuss a suitable solution. Premium payment arrears may nevertheless lead to additional costs or perhaps even suspension of your insurance.

### 3.9 How can service be terminated?

A business relationship is valuable if we can truly accommodate one another. At a certain stage, it may be prudent for us to part company. Should this prove the case, please do not hesitate to inform us. You always have the right to terminate TVM verzekeringen's insurance policies and therefore our provision of service.

What applies to you, however, may also apply to us. We also have the option of terminating our relationship with you, in case of fraud for example. Or simply if your business operations do not fall within our target group.

## 4 TVM intermediair

### 4.1 What does TVM intermediair do?

We offer other providers' products or services from, to cover risks that TVM verzekeringen does not insure itself. This enables TVM to offer you a total package comprising products supplied by both TVM verzekeringen and other insurers.

These other insurers' products are supplied through TVM intermediair. TVM intermediary therefore serves as an insurance broker.

### 4.2 What do we do for you?

TVM intermediary only offers you advice if you also purchase products directly from TVM verzekeringen.

If we agree to advise you, TVM intermediair invariably applies a fixed step-by-step plan, ensuring that you are fully aware of both where you stand and the implications for you as a client.

#### 1. Drawing up a statement of the circumstances

A statement of the circumstances serves as the basis for our advice. This statement is drawn up by one of TVM intermediair's advisers. The statement comprises at least the following:

- your particular (insurance) needs and wishes
- the risks you run as a client
- your risk acceptance and risk-bearing capacity
- your knowledge and experience of these risks and how to insure them.

We invariably inform you which risks are included in the statement. If certain risks are not included, we will state this explicitly. We use the information provided by you in both preparing for and drawing up this statement of the circumstances. This includes your business operations and any current insurance policies. Your adviser analyses the statement and translates it into advice.

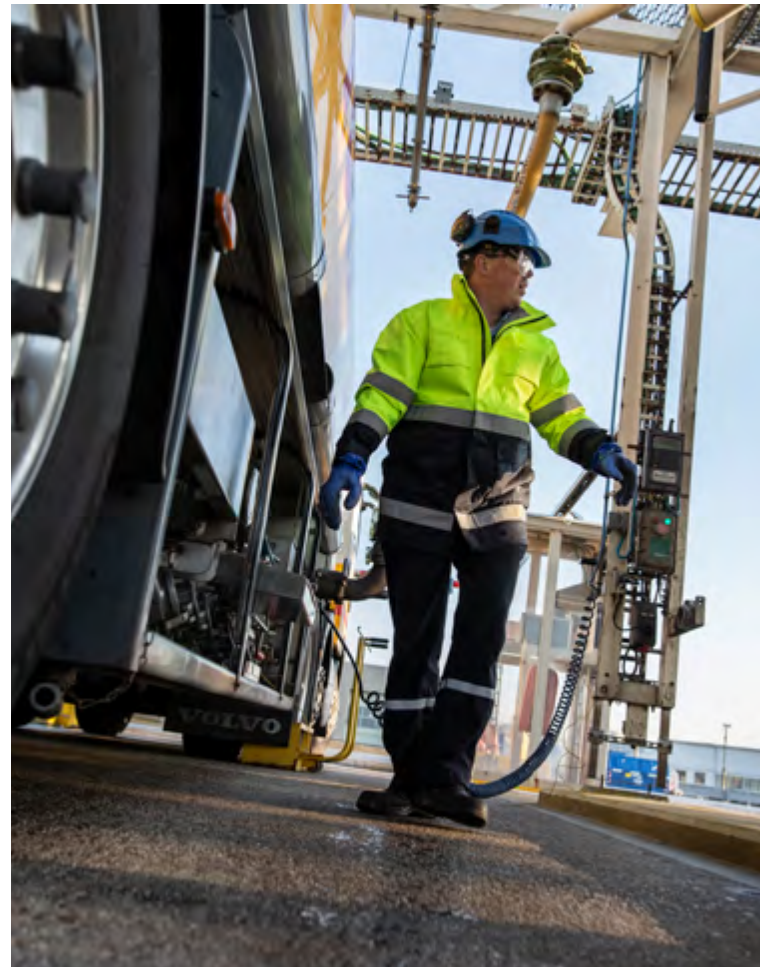
The TVM intermediary's advice is based on the legislation and regulations applicable and information available at the time.

#### 2. Establishing and making choices and devising the insurance solution

We jointly establish the choices made on the basis of our advice. We will also establish which risks you are willing and able to bear yourself, and which you need to insure.

We then jointly take the following steps. We assist you in establishing the most favourable insurance cover to suit your own particular circumstances. This entails requesting premium estimates and quotes, compiling the cover for risks and selecting the appropriate insurance products. We always inform you in advance of the insurer(s) from whom we intend to request a quote.

TVM intermediair's calculations and quoted premiums are estimates. You cannot derive any rights from either.



#### 3. Taking out insurance

Once you have made a choice of products available, we arrange for the insurance in question to be taken out. The offers are presented free of further obligation on our part. The insurance provider may make reservations regarding acceptance. Calculations are purely an estimate, on the basis of which no rights may be derived.

#### 4. Maintaining and amending insurance policies

If you have agreed with us that an advisory relationship applies, it is important to ensure that your insurance solution continues to fit your own particular circumstances.

What does this entail for you?

- It is important that you contact us in case of any significant change in your circumstances.
- We will therefore contact you at regular intervals to jointly check whether your insurance solution remains appropriate.
- In case of significant changes to an insurance product or a risk, we will contact you to jointly ensure that your insurance solution remains appropriate.



### 4.3 How should you submit a claim?

Do you have a claim on an insurance policy arranged by us? You should always contact us in such cases. We will then assist you in reporting your claim to the insurer. We will continue to counsel you throughout the process of having your claim settled. In certain circumstances, we can even prevent consequential loss by taking prompt action.

The insurer always decides whether you are entitled to compensation or payment. It also sets the amount applicable.

### 4.4 What do our services cost?

In the course of providing services, TVM intermediair naturally incurs operating costs such as salaries, accommodation costs, training and permits. TVM's employment contract with its employees does not contain a variable remuneration clause.

The fee for the services can be established on the basis of various factors, depending on the product on which TVM intermediair advises and mediates.

#### Fee as part of the premium

For all products (with the exception of disability insurance) the fee for advice, mediation, execution and assistance in the event of a claim forms part of the premium (commission).

#### Fee for advice and execution of invalidity insurance

In the case of invalidity insurance, we set out our services and fee in writing in a separate contract for services with you. This fee comprises advisory and handling charges and a service contract. TVM intermediair does not receive any commission on this product.

### 4.5 What are the rules regarding premium / fee payment?

We always make arrangements with you regarding payment of the premium. We may collect the premium, or the insurer may do so itself. A direct debit is compulsory in certain circumstances, such as monthly premium payments.

Are you unable to pay the premium on time? If so, please contact us. We can then discuss a suitable solution. Premium payment arrears may nevertheless lead to additional costs, a suspension or termination of your insurance or lapse of the right to claim a loss.

We charge the fee for invalidity insurance advice/execution directly to you.

### 4.6 With which insurers and partners do we cooperate?

TVM intermediair is free to offer advice as a non-affiliated selective intermediary. While this implies that we are entirely free to decide with which insurers we do business, we nevertheless cooperate with a pre-selected group of insurers in practice. These are carefully selected insurers based in the Netherlands and abroad. We base our advice and mediation on experience gained with these insurers. We select the available products on the basis of a thorough and objective analysis, with a view to offering our clients a total package.

TVM intermediair has a number of preferred insurers. CZ zorgverzekering is our preferred healthcare insurer. In the case of invalidity insurance, TVM intermediair offers advice and mediation regarding 'Ondernemers-AOV', a product supplied by De Goudse Verzekeringen.

#### Insurers abroad

TVM intermediair cooperates with local intermediaries and insurers abroad. Appointed by foreign insurers, these intermediaries provide TVM intermediair the necessary support, thus enabling us to offer you the most favourable advice as a client. TVM intermediair remains your contact in this case, unless we agree otherwise with you. TVM intermediary receives part of the commission for its mediation.

TVM intermediair cannot advise you regarding products that it is not qualified/permitted to offer advice on, or countries in which it does not have a local partner. TVM intermediair may nevertheless refer you to a financial service provider in the country in question. In that case, the foreign financial service provider is your adviser and point of contact. In such circumstances, you have no relationship with TVM intermediair, nor may you address us on the matter. TVM intermediair may nevertheless receive an appropriate fee for referring you to the foreign adviser.

### 4.7 How can service be terminated?

A business relationship is valuable if we can truly accommodate one another. At a certain stage, it may be prudent for us to part company. Should this prove the case, please do not hesitate to inform us. You always have the right to terminate your business relationship with TVM intermediair.

If you have taken out insurance through TVM intermediary, you may either request that the insurer(s) involved transfer the insurance to another intermediary or cancel the insurance.

What applies to you, however, may also apply to us. We also have the option of terminating our relationship with you. One example of a reason for doing so is if you have no current insurance with TVM verzekeringen itself. In that case, you are obliged to transfer the current insurance taken out through TVM intermediair or to have it executed directly, provided the insurer permits it. You also need to do so within a reasonable period of time.



## 5 What do we require of you?

### 5.1 What information do we need from you?

If you enter into a business relationship with us, you may make considerable demands in terms of the service we provide. We naturally expect something in return.

#### **We rely on the information you give us**

We rely on the information you give us in order to offer you advice. We therefore kindly request that you ensure you provide us with accurate and complete information in a timely manner. This relates to all matters relevant to the insurance to be taken out or purchased.

We share the information within the TVM group, so that you only have to provide it once.

#### **We require an overall picture in order to advise you properly**

You may have purchased or taken out certain financial products or insurance from a different supplier, who also carries out execution. If we are to advise you properly, however, it is essential that we gain an overall picture of your (financial) circumstances. We may therefore request insight into said circumstances. We then discuss with you which matters we advise you on, and which are to be executed by other parties. We also do so to avoid the underinsurance or overinsurance of certain risks.

#### **Always check the details contained in documents you receive from us**

Always check the details contained in papers you receive from us. This includes quotations, policies and contracts. You need to report any inaccuracies to us.

#### **Notify us of any changes**

Notify us of any changes regarding:

- your company
- your personal circumstances

Such circumstances may affect any insurance you have taken out. This includes investments in your company, changes of business operations and relocation. Your personal circumstances may also change, however. This includes such matters as cohabitation, marriage, birth of a child, divorce and death. But also changes concerning your income, employment and assets, such as a change of job, unemployment, invalidity or an inheritance. Please contact us in case of any of the aforementioned.

If you send TVM intermediair a (digital) message, you should not assume it has reached us until you receive confirmation of its receipt.

#### **The importance of accurate information**

Please ensure that TVM verzekeringen and TVM intermediair have all the information required to execute the assignment or contract, or meet any statutory obligation. This is in your own best interest. There may be repercussions in the event of failure to do so. For example, it may result in the suspension of the execution of the assignment or payment of a claim.

#### **Ensure that we can contact you conveniently**

We need to be able to contact you conveniently in order to provide our services properly. We therefore rely on our ability to reach you using the address, telephone number and email address provided. If any of these details change, please inform us as soon as possible.





## 6 What can you do in case of complaints?

We endeavour to offer you the most favourable and thorough service possible. Errors and mishaps can never be entirely ruled out, however. If you have a complaint, you should follow TVM's complaints procedure. Complaints can be reported to the TVM complaints desk. Our thorough complaints procedure is designed to assure clients of the best possible service.

### 6.1 What is a complaint?

We define the term complaint as any verbal or written report of dissatisfaction that can no longer be construed as a normal exchange of opinions. This includes at least reports that TVM Insurance or any other subsidiary of the TVM group has failed to meet expectations, which are submitted as a complaint or are recognisable as such. We do not view an isolated mistake, such as a clerical error, as reason for complaint. Nor do we consider it a complaint if we receive a request, for example, that we explain why a certain aspect is not covered by an insurance policy.

### 6.2 Do you wish to complain?

If so, please contact us personally first. If you and our representative fail to jointly resolve the issue, you may formally submit your complaint either using the online complaints form, by post or by email.

#### **TVM complaints desk**

online complaints form

By post: TVM complaints desk

PO Box 130 7900 AC HOOGEVEEN

By email: klachtenloket@tvm.nl

Please explain what happened and the reason for your dissatisfaction. You need not attach/enclose any documents that TVM already has. We will gather our own copies of such documents if we need to consult them.

### 6.3 How will we handle your complaint?

Our complaints desk, managed by the complaints coordinator, registers your complaint and proceeds to deal with it. The complaints coordinator decides, in consultation with the relevant managers and board members, who is to handle the complaint. You should receive an initial substantive response from us within ten working days.

And if we are unable to do so? In that case, we will inform you as soon as possible of the reason for the delay. We will also let you know when you can expect a substantive response.

### 6.4 Not satisfied with TVM's handling of your complaint?

#### **Consumer**

In that case, you have the right to take the matter to court or submit your complaint to the Financial Services Complaints Tribunal (Kifid). You can do the latter online using the Kifid website (<https://www.kifid.nl/klacht-indienen/>) or by post (P.O. Box 93257, 2509 AG The Hague).

#### **Business client**

In that case, you have the right to refer your complaint to the competent court.

## 7 What further rules do we wish to agree upon with you?

### 7.1 How will you receive information from TVM verzekeringen and TVM intermediair?

TVM continuously strives to improve its service to clients. TVM is in the process of digitising all quotations, policies, documents and correspondence. This implies that you will increasingly receive information from TVM insurances and TVM intermediair in digital form.

Information will therefore become available sooner, easier to share internally and, moreover, more sustainable.

### 7.2 How may you use TVM's advice?

All intellectual property and other rights belong to TVM Insurance, TVM Intermediary and/or the TVM Group and/or its subsidiaries.

You and/or your employees are not permitted to alter our reports, advice, etc. in any way whatsoever. Nor may you and/or your employees share or disclose this information to anyone else.

The above does not apply if we have made written agreements with you to the contrary. However, you may utilise our advice, reports, software and the like within your company. This right of use is applicable solely during the period that there is an ongoing relationship between you and TVM verzekeringen and/or TVM intermediair.

### 7.3 What further agreements apply to the advice and insurance?

Dutch law applies to the relationship between you and TVM verzekeringen and/or TVM intermediair. It therefore also applies to the advice, offers, quotations and other assignments issued.

Have alternative agreements been made between you and us than those stated in this document? And have these been recorded in writing? In that case, the alternative agreements are applicable.

### 7.4 How will you receive amendments to this document?

TVM may unilaterally amend the contents of this document in the interim.

You will be notified in the event of any amendment. You may object to the new terms and conditions within thirty days of the date mark of notification. If you do not object to the amended content of the general terms and conditions, they will become applicable from the inception date stated by TVM.

If you do not agree to the proposed terms and conditions, we will hold consultations with you regarding the content of the amendment.

### 7.5 What is our liability regime?

TVM verzekeringen and TVM intermediair provide service with the greatest possible care. If difficulties nevertheless arise and you wish to hold TVM insurances or TVM intermediary liable, the following arrangements apply:

- Liability is limited to € 2,500,000.
- We are not liable for any damage/loss suffered by you or others as a result of the incorrect, incomplete or late provision of information.
- We are not liable for any damage/loss resulting from failure to receive documents, information or messages.
- We are not liable for any damage/loss resulting from errors in other insurers' software or other computer software used by TVM.
- We are not liable for any damage/loss that may arise while the premium remains unpaid.
- We are not liable in cases of force majeure. This implies that we are unable to provide our services properly according to reasonable standards. By this we mean, cases such as employee illness or other circumstances beyond TVM's control. These circumstances include fire, strikes, riots or uprisings, war, traffic delays, government measures and weather conditions.
- Others cannot derive any rights from the content of the work performed by TVM.
- In the event of delegation of the provision of (additional) service to a third party, you cannot hold TVM liable for mistakes made by said party.

All rights of claim and other powers on your part expire in any event five years after the time you became aware or might reasonably be expected to have become aware of the existence of said rights and powers.

A certain part of this document may prove to be invalid or void, for example due to a court ruling. In that case, only the section in question will be excluded. All other parts remain valid. We will then hold consultations with you, with a view to replacing the invalid provision with a valid arrangement to the same effect.



