

# ***Legal Assistance***

## *Special Terms and Conditions Version 1.0*

*Expat Policy for Foreign Professionals in The Netherlands*

### ***Important***

*Together, the Special Terms and Conditions for Legal assistance and the General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands form one whole. The General Terms and Conditions apply to the entire package. This document contains the specific terms and conditions that apply to your Legal assistance policy. If there are any Special Terms and Conditions that apply to you, you will find these on your insurance policy sheet.*

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Any words you see underlined in the terms and conditions are explained in the Glossary. We have underlined these words the first time they appear in the text.

# Article 1.

## What does the Legal assistance policy cover?

This Article details what your Legal assistance policy covers. It also details who is covered and who provides the legal assistance, as well as what is covered and what is not.

### 1.1 Why choose a legal assistance policy?

You can avail yourself of this insurance policy if you incur damages or if you have a legal dispute for which you require the assistance of an expert in the legal field. This insurance policy will cover:

- the handling of your case;
- the cost of handling your case.

### 1.2 Who is covered?

#### 1.2.1 1.2.1 Insured persons

The insurance policy sheet will tell you who the cover applies to. There are 4 options, namely:

- Single
- Single with children
- Family with no children
- Family with children

#### Single

The insurance policy applies to:

- you as the policyholder;

#### Family

The insurance policy applies to:

- you as the policyholder;
- your spouse or registered partner, who travelled to The Netherlands with you;
- the persons whom you live with as a family (albeit excluding children) in The Netherlands.

#### Single/Family with children

In the case of single parents, this refers to the policyholder's children. The family cover applies to those children of the family members who travelled to The Netherlands with the family.

The insurance policy applies to the following children:

- minor children who travelled to The Netherlands, which also includes foster children and stepchildren;
- adult, unmarried children, including foster children and stepchildren, providing these children:
  - live with you;
  - are living away from home in The Netherlands to study (full-time, daytime classes);
- unmarried children who travelled to The Netherlands, which also includes foster children and stepchildren living in a nursing home in The Netherlands. This nursing home must be recognised by the government.

In the case of all 4 options, the insurance policy also applies to:

- a. the parents and grandparents who form a household with them;
- b. the domestic staff employed by the policyholder.

In the case of domestic staff, the cover only applies to recovering damages in respect of personal injury or damage to property. The cover does not apply to motor vehicles, vessels or aircrafts.

- c. the travelling companions travelling on a journey or holiday with the policyholder.

In the case of travelling companies, the cover only applies to recovering damages in respect of personal injury or damage to property. The cover does not apply to motor vehicles, vessels or aircrafts. This refers to travelling companions travelling from The Netherlands in the personal company of the policyholder.

- d. the surviving dependants of the insured persons, if they wish to file a claim to recover their damages on account of a covered incident. This only involves a provision in respect of subsistence costs, if they were dependent on the deceased insured person for subsistence. The surviving dependants do not need to be resident in The Netherlands.

### 1.2.2 *Leaving The Netherlands*

An insured person who no longer lives in The Netherlands will no longer be covered by the insurance policy after his or her departure, nor will the insurance policy cover any stays abroad by an insured person in the context of his or her studies or a work placement.

See also end of insurance policy (Article 3.1)

### 1.2.3 *Mutual disputes*

It can so happen that persons insured under the same insurance policy have a dispute. In that case, who is entitled to cover under this insurance policy?

1.2.3.1 In the event of a dispute between the policyholder and another insured person  
If there is a dispute between the policyholder and another person insured under the same insurance policy, then only the policyholder can avail him or herself of this insurance policy.

#### *In the event of a dispute between two or more policyholders*

If there is a dispute between two or more policyholders insured under the same insurance policy, then this insurance policy will not provide any cover.

#### *In the event of a dispute between two insured persons*

If there is a dispute between two persons insured under the same insurance policy, then the policyholder will determine which insured person we will provide cover for.

## 1.3 *Who will provide the legal assistance?*

### 1.3.1 *SRK*

The legal assistance will be provided by SRK Rechtsbijstand.

We have outsourced this service to SRK. We guarantee SRK:

- will comply with the obligations contained in the terms and conditions;
- will provide fully independent legal assistance.

SRK's contact details are as follows:

Stichting Schaderegelingkantoor voor Rechtsbijstandsverzekering (SRK)

Postal address: PO Box  
2700 LA Zoetermeer, The Netherlands

Visitors' address: Bredewater 12  
2715 CA Zoetermeer, The Netherlands

Telephone number: +31 (0) 79 – 344 81 81

Fax number: +31 (0) 79 – 342 79 90

Website: [www.srk.nl](http://www.srk.nl)

Please note: if you wish to report a new case, we would prefer you do so via the website: [www.srk.nl](http://www.srk.nl).

### 1.3.2 *Why does SRK provide the legal assistance?*

We have outsourced the provision of legal assistance to SRK to ensure the provision of fully independent, specialist legal assistance.

We are not permitted to provide legal assistance ourselves under a Legal assistance policy if we are also selling other kinds of additional insurance policies. This has been stipulated in European legislation.

An insurance company must either exclusively focus on the provision of legal assistance or outsource this to an independent organisation. This is how we prevent any conflicts of interest between you and us.

### 1.3.3 *What happens in the event of a conflict of interests between insured persons?*

If your counterparty also registers with SRK, SRK will inform you of this. In that case you and your counterparty can hire an solicitor or another competent expert. You are permitted to choose this solicitor or another expert authorised by the court yourself. This is set down in Article 1.4.6 of these terms and conditions. This only applies if both parties register with SRK as insured persons under two different insurance policies and if they both apply for legal assistance from SRK.

## 1.4 *What is covered and what is not?*

This Article details what is covered by your Legal assistance policy cover in various situations and when a waiting period applies. In addition, it details what happens if an solicitor, mediator or expert is required, as well as what is never covered.

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– What does this insurance policy cover?	1.4.2
– Incident	1.4.3
– What is the waiting period?	1.4.4
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### 1.4.1 *Private legal assistance*

You can only avail yourself of this insurance policy as a private individual. This means the cover is only valid:

- outside of practising one's actual profession;
- outside of practising a free profession;
- if you do not play the role of the (former) owner or (former) operator of a business.

There are two exceptions to this, in which cases we do provide legal assistance:

- In the recovery of damages you suffered due to death or injury sustained in a traffic accident. In that case it does not matter whether or not you participated in events as a private individual.
- In the case of disputes ensuing from the employment contract itself, on the part of you as a PAYE employee or as an official.

*Imagine you are a journalist employed by a newspaper. You are required to appear before the Council for Journalism in connection with an article you wrote for said newspaper. This insurance policy will not provide any cover for this. This has actually got to do with your career. If you have a labour dispute about this with the same newspaper, then you are covered for said labour dispute with the newspaper.*

### 1.4.2 *What does this insurance policy cover?*

The cover includes:

- a one-off written recommendation
- legal assistance

Below you can read about what is included in this and when you can make a claim under this insurance policy. You can lodge an appeal against the recommendation aid without (the possibility of) a dispute.

#### *One-off written recommendation*

SRK will provide you with a one-off written recommendation about a case or a problem that affects you personally. You can also request a recommendation if there have not been any legal disputes as of yet. However, the recommendation must address a legal issue covered by this insurance policy.

*Imagine you get a new job! And with it comes a new employment contract. You would like to get this contract checked out. You can ask SRK to do this.*

*Or imagine your female neighbour tells you she would like to build an extension onto her house and you wonder how this might affect you. You can ask SRK for a preventative advice: what do you need to think about and what rights do you have? It makes sense. This may help you prevent a dispute at a later stage.*

#### *Provision of legal assistance*

You may end up in a situation in which you are unsatisfied with a one-off recommendation. SRK will defend your legal interests, if this involves a covered event. Your case will be handled by SRK's legal specialists. SRK also employs solicitors. All of the employees specialise in their own field of expertise.

*Imagine you get fired and you think it was unfair dismissal. You hire SRK and your case will be handled by one of SRK's lawyers, who specialises in employment law. This may also be an solicitor who is employed by SRK.*

#### *Requirement of a reasonable chance of success*

SRK will determine whether or not there is a reasonable chance of success with regard to achieving the result you want. If there is no (longer a) chance of success, then SRK will provide you with a substantiated explanation for this.

#### *Commutation*

SRK can opt to commute your case. In that case they will not/no longer provide you with cover, although they will pay you a sum of money. The amount of money will be equivalent to your financial interest in your case, whereupon you can no longer derive any further entitlements in respect of the case in question under this insurance policy.

### **1.4.3 Incident**

If an incident leads to a legal dispute, you can make a claim under this insurance policy. A legal dispute is deemed to arise once there is a conflict of interests with the counterparty. One condition is that the incident took place within the duration of this insurance policy and outside of any applicable waiting period. You can read more about the waiting period in Article 1.4.4.

#### *How do we determine the time line in case of multiple incidents?*

It can so happen that incidents coincide with one another. In that case the time line for the incident will start at the time of the first incident in the series of incidents.

#### *Did you already know you needed legal assistance?*

You can only make a claim under this insurance policy if the requirement of uncertainty, as defined in Section 7:925 of the Dutch Civil Code, is met. This is true if you apply for legal assistance under this insurance policy as a result of an incident of which you were uncertain when applying for this insurance policy:

- or if your need for legal assistance arises from this incident; or
- if your need for legal assistance arises from the normal course of events following this incident.

This does not apply if something else has been explicitly agreed in these terms and conditions! If there is any doubt, then SRK must be able to demonstrate that you knew or could have foreseen that the incident was expected.

If an incident is not covered by this insurance policy, then neither are any legal disputes ensuing from or connected to this incident.

*For example, if you work at a metal company and you hear your department is going to close within a year due to a recession and that the employees in your department will be dismissed. Then you decide to take out a legal assistance policy. The waiting period for the insurance policy is three months. Unfortunately, you are dismissed six months later. Even though the waiting period has elapsed, this still isn't covered.*

*The reason for this is that you knew or could have foreseen you would be dismissed.*

#### *What do we do if there is doubt about your cover?*

If we are in doubt or if a legal dispute arises as a result of the incident you have reported, then SRK will ask you to furnish a report from an expert. This report must demonstrate the presence of a legal dispute. You will hire the expert in consultation with SRK. The expert's report must provide clarity about:

- the cause of the incident;
- the person who caused the incident;
- the factual consequences of the incident.

If the report demonstrates there are enough reasons for legal action, then SRK will pay for the costs of the report. However, these costs must be reasonable.

*Your house subsides and, as a result, cracks appear on the walls in your living room and in your kitchen. You make a claim under your legal assistance policy. SRK will ask you to furnish a report from an architectural expert. In the report this architectural expert must state:*

- *there is talk of subsidence;*
- *the cause of the subsidence,;*
- *the damage from the subsidence*

#### **1.4.4** *What is the waiting period?*

##### *What is the waiting period?*

You cannot make a claim under this insurance policy immediately. There is a waiting period of three months that applies after the commencement date of the insurance policy. This means the event for which you request legal assistance must have arisen after the waiting period. If the incident for which you are requesting legal assistance took place before or during the waiting period, then it will not be covered by your legal assistance policy.

##### *Does the waiting period also apply to supplementary insurance policies?*

This waiting period also applies to supplementary cover taken out at a later date. This is not applicable if otherwise provided for in the supplementary cover.

##### *What is the applicable waiting period for mediation in the event of divorce?*

There is a waiting period of three years for mediation in the event of divorce.

##### *When is there no waiting period?*

There is no waiting period in the following situations:

- If you conclude this insurance policy as a direct supplement to any other legal assistance or legal assistance. There cannot be any difference from the entitlements you could derive from your old insurance policy.
- If you wish to recover damages from someone who is exclusively legally liable for this.
- In the event of criminal or disciplinary proceedings.
- In the event of a legal dispute pertaining to a written contract you concluded after the commencement date of your insurance policy.

*If your employer informs you your employment will be terminated, you will be covered if your employer does this three months after the commencement date of your Legal assistance policy.*



#### 1.4.5 *How big must your financial interest be?*

You can make a claim under this legal assistance policy, providing your minimum financial interest in the case is €225. This article does not apply to legal recommendations.

*For example, you purchase a sun shade for €195. You are setting it up for the first time and one of the rods immediately breaks off. You return to the shop that afternoon and they say they can't do anything about it. In that case you are entitled to a one-off recommendation, although SRK will not handle the case any further. The reason for this is that your financial interest is too low.*

#### 1.4.6 *Is an solicitor or another competent expert required?*

##### *Who decides if a solicitor is required?*

SRK can choose to transfer the case to an solicitor or to another expert authorised by the court. This can also be done with part of the case.

##### *Who will hire the solicitor?*

SRK will hire the solicitor or competent expert. You will decide on the solicitor or expert. While you will inform SRK of your choice, you are not permitted to hire them yourself. If you still hire your own solicitor or expert, then SRK will not reimburse these expenses.

##### *Who will choose the solicitor?*

You will choose which solicitor or expert authorised by the court SRK will hire. SRK itself also employs solicitors who can represent you.

##### *How many solicitors will be hired per case?*

SRK will hire one solicitor or other expert authorised by the court per case, in order to provide legal assistance.

##### *Is the competent court a Dutch court?*

If the competent court is a Dutch court, then all of the solicitors or any other experts authorised by the court will be eligible, providing they are registered in The Netherlands or have offices in The Netherlands.

#### 1.4.7 *Is a mediator required in the event of divorce?*

##### *What is mediation in the event of divorce?*

Mediation in the event of divorce refers to arbitration carried out by a mediator between the policyholder and his/her spouse in the event of termination of the marriage. During mediation they will try to resolve their disputes together. This involves disputes ensuing from their intention to separate. The objective of mediation is to have an solicitor file a joint petition for divorce.

##### *Scope of the cover*

The only cover SRK provides is mediation. Both parties must sign a statement in advance, declaring they are prepared to enter into this mediation. SRK will send the form for this written declaration to the parties.

### *What does mediation include?*

Mediation includes:

- the mediation itself;
- the formal divorce proceedings;
- the registration in the Personal Data Records Database (GBA).

### *How do you choose a mediator?*

You will choose a mediator from a list you will receive from SRK. The mediators on this list are all solicitors/mediators and members of the Association of Family Law Solicitors and Divorcees (VFAS).

### *What expenses are covered?*

The following agreements apply to reimbursement of mediation expenses:

- SRK will reimburse the costs of one mediator per marriage.
- SRK will pay out a maximum of €3,000, inclusive of VAT.
- You will pay for any additional expenses yourself. SRK will not advance these expenses.

### *What if you do not opt for mediation?*

If you do not avail yourself of the divorce mediation cover, you will not receive any other compensation for your case. SRK will never replace the cover with money or by compensating your expenses.

### *How long is the waiting period?*

You cannot apply for divorce mediation cover immediately after concluding this insurance policy.

The following terms and conditions apply:

- You must have been insured on the insurance policy for at least three years;
- The cover for mediation must have been in effect for at least one year;
- The marriage must have been in effect for at least three years at such time as you apply for mediation cover.

The marriage is in effect:

- at the time the marriage was executed or;
- the day after the registered partnership was entered into the register.

### *What is the applicable insurance coverage area?*

The insurance coverage area is The Netherlands. This means:

- the competent court must be a Dutch court;
- the applicable law must be Dutch law
- the divorce must be entered into a Dutch municipal personal records database (GBA).

#### **1.4.8 *Is a mediator required (in cases other than divorce)?***

##### *Mediation*

Virtually every dispute can be resolved in a way that is acceptable to the parties involved. The parties are often unable to see this solution anymore, because they are entangled in the conflict. A mediator can change this. A mediator does not take any stance, rather he or she allows the parties to determine the solution themselves. The mediator does not impose anything on anyone. The points of departure for mediation are voluntary participation and trust. One of the conditions is that the counterparty must want to participate in mediation. The mediator will record the outcome in an agreement.

### *Does SRK consider mediation necessary?*

If SRK thinks the matter can be resolved by mediation, then SRK can hire a mediator. The mediator must be a member of The Netherlands Mediation Instituut (NMI).

### *What will SRK cover?*

This insurance policy will only cover the expenses you incur due to mediation; it will not cover the counterparty's expenses. The insurance policy will cover a maximum of 5 sessions up to a maximum of 2 hours per session. Your share of the costs of mediation will be reimbursed up to a maximum of 50% of the total costs.

## **1.4.9** *Is an expert required while handling the case?*

### *Does SRK consider mediation necessary?*

If SRK considers an expert's report to be necessary, then SRK will hire an expert. It will only do this as a one-off. SRK will pay the expert's fees.

### *If you do not agree with the report*

If you do not agree with the contents of the expert's report, you can have a report compiled by a different expert. You will do this in consultation with SRK. The costs of this second report will be for your own account. If SRK decides to use this second report, then SRK will reimburse those (reasonable) costs paid by you.

## **1.4.10** *Cover in the event of criminal or disciplinary proceedings*

### *Criminal legal assistance*

The cover does not include legal assistance for criminal cases. This does not apply to criminal cases that directly ensue from a traffic accident for which SRK provides cover to recover damages from a third party legally liable for them.

This cover will not be provided:

- if sentencing can be or could have been avoided by paying a monetary sum or by carrying out a task;
- if, when enforcing a traffic regulation, an administration-law sanction is imposed in the form of a penalty.

There is no cover for any other kinds of criminal cases. Therefore, nor is there cover in the period between the incident and the serving of the summons.

### *Disciplinary legal assistance*

SRK provides cover for disciplinary proceedings. This does not apply to disciplinary proceedings that involve practising a profession. Therefore, nor is there cover in the period between the incident and commencement of the disciplinary proceedings.

*For example, you play football at an amateur club. You're a major football fan! During a match the referee calls offside in error, twice. You get angry and yell at the referee, "You're not looking right". Result: he gives you a red card. If you decide to initiate disciplinary proceedings, this insurance policy will cover your legal assistance.*

*Imagine you are a nurse and sadly, one of the patients in your ward passes away quite suddenly. Three weeks later the patient's family announce they wish to initiate disciplinary proceedings against you. In that case this insurance policy will not cover legal assistance.*

#### *Cover for immovable real estate*

Rental homes are automatically insured.

#### *Financial insolvency of the counterparty*

If your counterparty cannot pay, SRK will repay the damages for each incident. In that case the maximum amount SRK will pay out is €1,000. Furthermore, the case must meet the following conditions:

- you suffered damages to a property of yours exclusively as a result of an unlawful act by a third party;
- it has been proven or it is accepted this third party is liable for the damages;
- the counterparty cannot pay the damages on account of his or her financial insolvency;
- the damages cannot be fully or partly reimbursed in any other way.

### **1.5 What is never covered?**

While you can make a claim under your Legal assistance policy in many cases, this is not true in every situation. Below you will read the cases in which SRK will not provide legal assistance.

Where to find what	Article
– General exclusions	1.5.1
– Exclusions for immovable real estate	1.5.2
– Exclusions for specific legal disputes or jurisdictions	1.5.3
– The only cover is for a one-off, written recommendation	1.5.4

#### **1.5.1 General exclusions**

##### *If you do not comply with your obligations*

This insurance policy will not cover any legal assistance if you do not abide by your obligations under this insurance policy. You can read more about this in Article 2.2.

##### *If you provide incorrect information*

This insurance policy will not cover legal assistance if you provide incorrect or incomplete information about the case. This involves information in respect of which you could, in all reasonability, know this would be damaging to the handling of your case or SRK's interests.

##### *If the incident occurs as a result of your negligence*

This insurance policy will not cover legal assistance if the event causing the need for legal assistance to arise is the intended or reasonably foreseeable consequence of your actions or your negligence.

##### *If you have another insurance policy*

This insurance policy will not cover legal assistance, if you already have another insurance policy that:

- compensates damages;
- provides and/or covers legal assistance;
- issues legal recommendations;
- pays deposits.

If you report a case to SRK, then you are obligated to inform SRK you also have another insurance policy. In fact, legal assistance/legal assistance cannot be provided by multiple parties simultaneously.

*If insured persons make a claim against one another*

This insurance policy will not cover any legal assistance involving a claim made by one insured person against the liability insurance company of another insured person. This does not apply if the policyholder makes a claim him or herself.

*If it involves a war risk*

This insurance policy will not cover any legal assistance if the incident was caused or arose due to a war risk.

*If it involves a natural disaster or a nuclear reaction*

This insurance policy will not provide legal assistance if the incident arose, was caused or ensued from a natural disaster or a nuclear reaction or if the incident happened during any of these. This does not apply if you incur damages from incorrect medical treatment using radiation. In that case your damages will be reimbursed.

**1.5.2 Exclusions for immovable real estate (see Article 1.4.11)**

The following immovable real estate is not covered:

- your own home in which you yourself live, most recently lived in or which you have yet to live in;
- the vacant land on which this home is being built or will be built;
- your second home with accompanying garden intended for your own use;
- allotments intended for your own use;
- a caravan with a permanent location intended for your own use;
- a houseboat with a permanent location intended for your own use;
  
- This insurance policy will not cover your legal assistance in the event of:
  - a legal dispute about the letting or exploiting of immovable real estate by you.
  - vacation and rent disputes, if the immovable real estate has been squatted at such time as you purchased it or intended to let it.
  - legal disputes with your neighbours, if the situation in violation of legislation on neighbourhoods already existed when you purchased, received or intended to let the immovable real estate.
  - disputes over servitude, if the situation in violation of legislation on servitude already existed when you purchased, received or intended to let the immovable real estate.

### 1.5.3 Exclusions for specific legal disputes or jurisdictions

You cannot make a claim under this insurance policy in the event that:

- you have financial insolvency, debt restructuring, suspension of payments or bankruptcy.
- you become bankrupt and a receiver is assigned to manage and liquidate your assets, whereupon you can no longer derive any further entitlements from this insurance policy in respect of cases that:
  - are still being handled by SRK.
  - SRK has outsourced.
- suretyship, subrogation, transfer of claims (assignment) or debt renewal.
- fiscal rights, including: rights of succession, taxes, fees, contributions, levies, import duties, excise duties and the cost of hiring a tax expert.
- asset management, including:
- ownership, possession, management, purchases and sales connected with trading securities (shares, bonds, mortgage bonds)
  - options market
  - futures
  - currency trading.
- industrial and intellectual property such as:
  - copyrights
  - image rights
  - domain names.
- legislation pertaining to aliens such as status issues.
- rental or exploitation of goods by you.
- monetary loans between private individuals.
- monetary loans in the absence of a written agreement.
- being or having been the director or a legal entity, in which respect provisions from an agreement with one's fellow shareholders may play a role. This refers to positions such as:
  - Managing Director of a foundation or a company
  - Managing Director of a foundation or a company
  - member of the Board of Directors
  - member of the Board of Directors of a society or foundation.
- formal contentious proceedings.
- in inheritance disputes:
  - if the testator passed away before the commencement date of the insurance policy .
- any appeal lodged with any international or supranational court.
- a legal dispute with the insurance company over this Legal assistance policy itself.

#### 1.5.4 *The only cover is for a one-off, written recommendation*

This insurance policy only covers a one-off, written recommendation and it does not cover a telephone advice service or legal assistance in the following cases:

- conducting a defence against claims arising from an unlawful act<sup>1</sup>;
- recourse actions that take the place of conducting this defence<sup>1</sup>;
- legal disputes over or ensuing from:
  - matrimonial law;
  - divorce law;
  - termination of cohabitation outside of marriage;
  - maintenance obligations.

This involves legal disputes connected to or ensuing from these. There is a scheme for mediation in the event of divorce. You can read more about this in Article 1.4.7.

### 1.6 *What is the insurance coverage area?*

#### 1.6.1 *Cover area*

The insurance coverage area is The Netherlands and the applicable law must be Dutch law. The insurance coverage area is The Netherlands, even for issuing legal recommendations.

There is never cover for legal assistance in respect of disputes connected to the original country of origin.

#### 1.6.2 *In what situations is the cover valid in The Netherlands?*

You are entitled to legal assistance within The Netherlands if the following terms and conditions have been met:

- The counterparty lives or has its registered office in The Netherlands;
- The competent court is in The Netherlands;
- The applicable law is Dutch law;
- Any judgment will have to be implemented in The Netherlands.

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1 You will receive legal assistance in this case if you hold a personal liability insurance policy that does not provide any cover for this and if it does not involve an exclusion on account of:

- intent;
- sexual conduct.

# Article 2

## What to do if you require legal assistance

*This Article details how you can report an incident, what obligations you have and what costs SRK will reimburse.*

### 2.1 How do you report the incident?

#### 2.1.1 Where do you report the incident?

You inform SRK of all details, facts and circumstances that led to the incident. You can do so in one of the following ways:

- via the Internet: [www.srk.nl](http://www.srk.nl). This is our preferred method!
- by post: SRK,  
PO Box 3020  
2700 LA ZOETERMEER, The Netherlands
- by fax: +31 (0) 79- 330 33 77
- 

If you require assistance with making your report or if you have doubts about making a report, then please call SRK's Telephone Advisory Service (see also Article 1.4.2.1). SRK can be contacted by telephone from Monday to Friday between 08:30 and 17:00.

#### 2.1.2 Don't wait too long to report a case!

You must report incidents as soon as possible. If you report the case late, you run the risk SRK will no longer provide cover. The reasons for this may be that:

- SRK can no longer handle the case itself;
- SRK must make an extra effort to handle the case itself.
- SRK must incur additional expenses to handle the case itself.

*You have already received various warnings on the bus. Then the summons comes and it is only then that you decide to contact SRK. In that case SRK no longer has the option of making an arrangement without the intervention of an solicitor. Court case proceedings have already been initiated and SRK must then litigate, which costs more money. For this reason, SRK will not provide any cover.*

#### 2.1.3 Are there multiple representatives?

If SRK commences your legal assistance, then you are authorising SRK to represent your interests. In doing so, you exclude any other party from representing your interests. It does not make a difference whether the case goes to court or not.

*For example, you are a member of a trade union and you have notified them of your case. Then you decide to involve SRK. In that case SRK will inform you it is not possible for both organisations to accept the case. They will then ask you to make a choice.*



#### 2.1.4 *What happens to your report?*

SRK will first check if:

- your insurance policy commenced on time;
- your insurance policy covers the incident;
- your policy contains special terms and conditions.

If the reported case is covered by your insurance policy, then one of SRK's specialist employees will contact you as soon as possible.

If the reported case is not covered by your insurance policy, then you will receive written notification stating there is no cover, as well as the reasons why.

## 2.2 *What obligations do you have?*

### 2.2.1 *Notification obligation*

If you are aware or should be aware of an incident that may require legal assistance, then you are obligated to notify SRK of this incident as soon as possible.

### 2.2.2 *Information obligation*

You will provide SRK with the following:

- any information or documents that led to the incident;
- any information or documents that SRK required to determine whether or not you are entitled to legal assistance or any other rights under this insurance policy;
- any new facts or developments in the case.

You will also do so if the case is being handled by an solicitor or by an expert authorised by the court.

### 2.2.3 *Cooperation obligation*

You will provide your full cooperation and you will not do anything that can damage our interest or the interests of SRK. You will also do so if the case is being handled by an solicitor or an expert authorised by the court.

### 2.2.4 *Criminal action obligation*

If SRK requests you file a criminal action against the counterparty in criminal proceedings, then you are obligated to do so. A criminal action means you file a claim for compensation from the accused in criminal proceedings against the counterparty.

### 2.2.5 *Obligation to provide your correct address*

You will ensure SRK is always aware of your correct address.

### 2.2.6 *What will happen if you do not comply with your obligations?*

If you do not comply with the obligations contained in Article 2.2 and our interests or the interests of SRK are damaged as a result, then you will not be able to derive any entitlements under this insurance policy.

If you do not comply with the notification or information obligations, then any entitlement to cover will expire if you intentionally fail to comply with your obligations, with the aim of misleading us. This does not apply if the misleading information is so limited that it does not warrant denying you cover.

### **2.2.7 Reimbursement of incurred expenses**

If you do not comply with an obligation pursuant to this agreement or if you do not sufficiently comply with it and we or SRK suffer damages as a result, then you will be obligated to reimburse any expenses ensuing from this.

If you withdraw your power of solicitor to act in the reported case, then you will be obligated to reimburse any expenses incurred by us or by SRK.

## **2.3 What expenses are included in the cover?**

### **2.3.1 When will SRK reimburse the cost of legal assistance?**

SRK will reimburse the full costs of:

- legal assistance, as set out in these terms and conditions;
- a recommendation from SRK;
- the handling of the case by SRK.

### **2.3.2 What are the exceptions?**

In some cases SRK will not limit the compensation of expenses. Below you will read what situations this involves.

### **2.3.3 In the event of cases involving personal lawsuits, family law or succession law**

In the event of cases involving personal lawsuits, family law or succession law, there is a maximum applicable external cover sum of €20.000 per incident.

### **2.3.4 In the event of employment law and social insurance law cases**

In the event of cases involving employment law or social insurance law, there is a maximum applicable external cover sum of €20.000 per incident.

### **2.3.5 In the event of a quarrel with your neighbours**

In the event of legal disputes related to a quarrel with your neighbours, there is a maximum applicable cover sum of €20.000 per incident.

## 2.4 What expenses will SRK reimburse?

SRK will reimburse:

- the cost of translating Dutch correspondence regarding a dispute into the English language, up to a total amount of €500 per dispute;
- the costs of hiring an solicitor, solicitor, other specialists and experts authorised by the court;
- the cost of proceedings and legal costs;
- the cost of arbitration;
- the cost of a binding recommendation;
- the cost of mediation;<sup>1</sup>
- the cost of mediation in the event of divorce;<sup>2</sup>
- witnesses expenses, insofar as the witnesses were assigned by the court;<sup>3</sup>
- the cost of proceedings for the counterparty you are ordered to pay pursuant to an irrevocable judgment;
- any extrajudicial costs you are ordered to pay pursuant to an irrevocable judgment;
- any necessary travel or accommodation expenses incurred by you;
- reasonable expenses you must incur, in order to execute a judgment.<sup>4</sup>

## 2.5 What expenses will SRK not reimburse?

SRK will not reimburse:

- redemption fees, penalties or any other measures imposed as punishment;
- the VAT amount you can deduct from your VAT payments;
- the cost of legal assistance, all or part of which you can receive pursuant to contractual or statutory provisions. SRK will assist you in reclaiming or recovering these costs, as compensation for the expenses that SRK advanced. We will not do so if you can file a claim under the Dutch Recovery Aid Act.

*Imagine you are eligible for legal assistance from the government and the government then finances your legal assistance. If you wish, you can still file a claim under your Legal assistance policy. In that case SRK will provide you with legal assistance.*

*We advise you to avail yourself of this insurance policy, because it includes all of the accompanying costs for legal assistance, while this is not true in the case of the legal assistance financed by the government.*

- 
- 1 The following agreements apply to reimbursement of mediation expenses:
    - A maximum of five sessions are covered under this insurance policy. This involves sessions lasting a maximum of 2 hours.
    - Your share of the mediation costs is covered. These costs cannot be greater than 50% of the total costs. We will not cover the counterparty's share of the costs.
    - The mediator must be hired in accordance with the terms and conditions of this insurance policy.
  - 2 The following agreements apply to reimbursement of divorce mediation expenses:
    - The SRK will reimburse the costs of one mediator per marriage.
    - SRK will reimburse the expenses up to a maximum of €3,000, inclusive of VAT.
    - You (and the other party) will pay any additional expenses yourself. SRK will not advance these expenses.
  - 3 This refers to witnesses in judicial or administrative proceedings.
  - 4 SRK will reimburse these expenses for a maximum of five years after the date on which the judgment was rendered.

## **2.6 What happens if the counterparty is ordered to reimburse the costs?**

In the case of proceedings, arbitration or a binding recommendation, if:

- the counterparty is ordered to reimburse the expenses and
  - SRK had applied these expenses, including extrajudicial costs - to its own account;
- then SRK will receive the compensation in respect of the costs.

## **2.7 How will SRK pay compensation in the event of a group action?**

We refer to a group action if more than one person has the same interest in the event. In the event of a group action, SRK will reimburse the expenses in proportion to the number of interested parties. It doesn't matter whether the other interested parties take no action or are only partly involved in the incident.

*Imagine your father passes away. You have two brothers and your youngest brother does not agree with the division of the inheritance. If you and your other brother initiate proceedings, then there are two interested parties and you are one of these two interested parties. This means we will reimburse 50% of the cost of legal assistance for the proceedings.*

*You hear about a new night club opening up beneath your apartment and you don't want this. You ask all of the residents in your apartment building to file a joint petition. There are 10 people living in the apartment building. Six people are prepared to initiate legal proceedings. Even so, you will only be compensated for 10% of the costs of legal assistance, as there are 10 interested parties. To determine the amount of compensation, we will look at the number of interested parties, as opposed to the number of people who take action.*

# Article 3

## What else is important for you to know?

*This article details a number of further topics that are important for you to know about. After all, do you know what you should do if you do not agree with SRK or if you have a complaint? In addition, you will read about what SRK does with your personal data.*

### 3.1 General

#### 3.1.1 Termination of this insurance policy

In addition to the reasons given in the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands, it is also true that:

- the insurance policy will end once the policyholder no longer resides in The Netherlands and has deregistered from the municipal personal records database (GBA). Therefore, if the policyholder moves abroad, then the insurance policy will be terminated for all insured persons as soon as he or she leaves The Netherlands and has deregistered from the GBA. When deregistering from the GBA, any matters still being handled by SRK will come to an end.
- we cancel the insurance following a court order for debt restructuring or bankruptcy for you as the policyholder.

#### 3.1.2 Indexing

We are permitted to adjust your premium on an annual basis in line with the increase in the consumer price index. This is the consumer price index for all households held by the Dutch Central Statistics Bureau.

### 3.2 What can you do if you do not agree with SRK?

#### 3.2.1 Disputes over SRK's handling of a case

If you are unsatisfied with SRK's handling of the matter, then we will refer you to the complaints scheme contained in Article 3.3 in the first instance. In addition, there is the so-called disputes scheme:

If you disagree with:

- SRK's (final) legal stance on the reasonable chance of a success; or
- SRK's legal approach to the case,

then you can make a one-off claim under the complaints procedure.

Making an appeal under the disputes scheme means that an external Dutch solicitor of your choosing will issue a binding recommendation. This recommendation will address the question of whether SRK:

- was correct to take the (final) legal stance it did or whether
- took the right legal approach to the case.

However, you cannot choose an solicitor who is/was involved in the case as a representative of your interests.

SRK will hire this solicitor and pay the costs associated with the recommendation. If you hire an solicitor yourself, SRK will not reimburse the cost of this.

If the solicitor makes a recommendation in your favour, then SRK or an external solicitor can proceed with handling your case. The case will never be continued by the solicitor who issued the binding recommendation, nor can the office colleagues of this solicitor handle the case any further. SRK will issue a written contract for any further handling of the case.

If the solicitor shares SRK's opinion, then you can take over the case and continue proceedings at your own expense. If it is evidenced from the definitive outcome of the case that the intended result was fully achieved, then SRK will reimburse the costs incurred in respect of legal assistance, albeit in accordance with the terms and conditions of the insurance policy. To this end, you must send the definitive outcome to SRK within a month of the case ending. If the intended result was only partly achieved, SRK will reimburse these costs in proportion to the achieved result.

### **3.2.2 Complaint options**

If you are unsatisfied with SRK's handling of the matter, then we will refer you to the complaints scheme in Article 3.3 in the first instance.

### **3.2.3 Disputes over the explanation or implementation of the Legal assistance policy**

You can file a legal claim against us and SRK if:

- SRK believes the incident does not allow for an entitlement to cover under this insurance policy;
- you have a dispute with SRK over the implementation of this insurance policy.

If the court finds in your favour, SRK will reimburse you for any covered costs in respect of legal assistance you reasonably incurred. This refers to the compensation as detailed in Article 2.4 of these terms and conditions.

### **3.2.4 Disputes regarding the experts hired by SRK**

If you do not agree with the expert's report published on SRK's instructions, you can have a second report made by another expert, at your own expense and following consultations with SRK.

Should SRK subsequently use this new expert's report, then it will reimburse you any reasonable costs you incurred for it.

## **3.3 What can you do if you have a complaint about SRK?**

### **3.3.1 Who can you turn to?**

If you have a complaint about SRK, please send your written complaint to:

SRK-klachtenbureau  
PO Box 3020  
2700 LA ZOETERMEER, The Netherlands

### **3.3.2 How does the complaints office work?**

A complaints official from the SRK complaints office will investigate and settle your complaint. He or she will contact you as soon as possible, or send you a message confirming receipt of your complaint. Within ten work days of receipt, you will receive a substantive response to your complaint.

### 3.3.3 Do you not agree with SRK's response?

If you do not agree with SRK's response to your complaint, then you can submit your complaint to us at the following address:

- Klachtencommissie De Goudse  
PO Box 9  
2800 MA Gouda, The Netherlands

If you do not agree with the decision made by the complaints committee, then you can submit your complaint or dispute to the Kifid (Financial Services Complaints Institute):

- Stichting Klachtinstituut Financiële Dienstverlening  
PO Box 93257  
2509 AG The Hague, The Netherlands  
Telephone number: +31 (0) 900 355 22 48  
Website: [www.kifid.nl](http://www.kifid.nl)

If you do not wish to avail yourself of these options or if you are unsatisfied with the way your complaint was handled or with the outcome, then you can submit your complaint or dispute to the Dutch courts.

You can also find this information in the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands.

## 3.4 What happens to your personal data?

SRK will do the following with your personal data:

1. After reporting a case to SRK Rechtsbijstand, SRK will process your personal data. SRK will use this data:
  - to implement legal assistance and/or provide legal services;
  - for the purposes of yield management;
  - to prevent or combat fraud.
2. SRK will inform us of:
  - the fact that you have reported a case;
  - what legal area and type of damage the case involves;
  - the associated expenses SRK incurred internally and/or externally.
3. SRK processes personal data in accordance with the Dutch Data Privacy Act and the Code of Conduct for "Financial Institutions that Process Personal Data". You can request the text of the code of conduct from: de Verbond van Verzekeraars, PO Box 93450, 2509 AL The Hague, The Netherlands (telephone: +31 (0) 70-3338500) or consult its website [www.verzekeraars.nl](http://www.verzekeraars.nl).
4. The personal data SRK provides us with and any other data listed under 2 can also be processed in the Central Information System [CIS] of the insurance companies operating in The Netherlands; property of the CIS Foundation, registered at de Huis ter Heideweg 30, PO Box 124, 3700 AC, Zeist, The Netherlands, [www.stichtingCIS.nl](http://www.stichtingCIS.nl).  
If necessary, SRK can also provide the CIS with the relevant data on our behalf.  
Other insurance companies have access to the CIS for the purpose of assessing and accepting potential clients and in order to safeguard the security and integrity of the industry.

5. As other insured persons besides you can also make a claim under this legal assistance policy, it is hereby laid down that you are responsible for informing the other interested parties under this insurance policy of the statements recorded in this Article. In fact, if necessary, the insured persons will avail themselves of this insurance policy via you as the policyholder.
6. The registration for processing personal data was made with the Commission for the protection of data privacy (registration number 1029513).
7. As the policyholder, you can always request a full overview of the personal data processed by SRK. You can request corrections, deletions and/or blocks, if the data held is:
  - incorrect or incomplete;
  - irrelevant for the purposes of processing;
  - processed in violation of the law.You can submit requests of this kind to the Board of SRK Rechtsbijstand.



# Glossary

## **Competent expert**

Someone who has knowledge about the subject matter and who is permitted to provide legal assistance in judicial or administrative proceedings. He or she is permitted to provide said legal assistance in accordance with the rules on competence in proceedings.

## **Dispute**

Disagreement between two or more parties.

## **Expert**

An expert is an acknowledged specialist in a certain field who writes a report to support the case. For example, an expert can specialise in the field of:

- agricultural matters
- cars
- construction
- medical matters
- technical matters

## **External cover sum**

The costs in respect of solicitors and such for a case outsourced by SRK.

## **Injury**

Wounding, fracture or other damage to the body.

## **Legal claim**

A legal claim means you file for legal assistance by way of legal proceedings or you submit a claim in connection with the implementation of legal assistance.

## **Marriage**

In this case marriage refers to:

- a marriage concluded under Dutch law or;
- a registered partnership in The Netherlands between the policyholder and his/her registered partner.

## **Mediation**

Mediation involves a mediator, who assists in finding a joint resolution to a dispute.

## **Mediator**

A mediator is a neutral arbitrator in a conflict.

- In the event of divorce, the mediator will be an solicitor/mediator and a member of the Association of Family Law Solicitors and Divorcees (VFAS).
- In the case of any other kind of mediation, the mediator must be a member of The Netherlands Mediation Instituut (NMI).

### ***One-off written recommendation***

SRK will provide its assessment of your legal position. It will also provide a possible solution to the (imminent) dispute.

### ***Original country of origin***

The country whose citizenship the insured persons on the policy hold on the day before they are registered with the Municipal Personal Records Database (GBA).

### ***Supranational***

Surpassing the national competent authorities.

### ***Termination of marriage***

The termination of the marriage at the joint request of the policyholder and his/her spouse or registered partner.

### ***Unlawful act***

The term 'unlawful act' is defined in the Dutch Civil Code. It refers to:

- an infringement of a right and
- an act or omission contrary to a statutory obligation or to what is appropriate in society pursuant to unwritten law.

### ***War risk insurance***

War risk covers:

- Armed conflict: any event in which states or other organised parties engage each other - or in which one party engages another - in conflict, using military force. We also take armed conflict to mean armed action taken by the United Nations' peacekeeping forces.
- Civil war: a more-or-less organised, violent conflict between residents of the same state, involving a significant proportion of the residents of said state.
- Revolt: organised, violent resistance within a state, directed against the official authority.
- Civil commotion: more-or-less organised, violent actions occurring at various locations within a state.
- Insurgency: a more-or-less organised, local, violent movement, directed against the official authority.
- Mutiny: a more-or-less organised, violent movement comprising members of the armed forces, directed against the authority they serve.

### ***We/Us/Our***

De Goudse Insurance. De Goudse Insurance is a subsidiary of Goudse Schadeverzekeringen N.V.

Goudse Schadeverzekeringen N.V. is registered as an indemnity insurance company with the Dutch Financial Markets Authority (AFM). De Goudse is a provider of insurance policies and other financial products. De Goudse has its registered office at Bouwmeesterplein 1 in Gouda, The Netherlands (postal address: PO Box 9, 2800 MA Gouda, The Netherlands).

### ***You(r)***

The person who entered into the insurance policy contract and the person(s) to whom the cover also applies. Therefore, it refers to both the policyholder and other insured persons.