



## **Procedures and conditions**

These are the procedures and conditions for your interaction with the financial services provider 072 Bewind en Inkomensbeheer. They outline how the process unfolds after your initial application and clarify the expectations from both parties involved.

### **Article 1: Application**

Following a registration call, an intake interview is scheduled to assess the suitability of appointing a bewindvoerder. This interview is intended to establish mutual understanding and determine whether a bewindvoerder is the appropriate solution for your financial situation.

### **Article 2: Transfer of the Administration**

During the intake interview, you will discuss an intake form, which is essential for proper administration. It is expected that you provide all relevant financial details, such as pay stubs, benefit statements, bank statements, and debt documents. This information is crucial to identify the issues, the purpose of appointing a bewindvoerder, and the associated responsibilities and commitments.

### **Article 3: Application for onderbewindstelling**

Once your financial situation is assessed, an application for onderbewindstelling (receivership) is submitted to the local court. You are required to sign this application. The court will send you an invoice for the court costs, which you are responsible for paying. If you are under receivership with an income around the minimum wage level, a request for bijzondere bijstand with these costs will be made to your municipality.

### **Article 4: Court Session**

The court will send invitations to both you and the financial services provider for a court session regarding the receivership application. The duration of this process may vary by region, but it is typically around six weeks from the application submission date. During this session, the court will inquire about your reasons for seeking onderbewindstelling. If the court approves the application, they will issue an official receivership decision, which will be sent to both you and 072 Bewind en Inkomensbeheer.

### **Article 5: Bewindvoering costs/Bijzondere bijstand**

The court's decision specifies the bewindvoering costs, which will be reviewed together. If your income is near the minimum wage level, you may apply for bijzondere bijstand from your municipality if you lack financial means. However, for other exceptional expenses, you must apply for special bijzondere bijstand independently if you are capable of doing so.

### **Article 6: Bank Accounts**

A new account will be opened at ABN-AMRO, referred to as a beheerrekening, which the bewindvoerder uses to manage income and expenses. This account is linked to 072 Bewind en Inkomensbeheer but is opened in your name. All your income and deposits must be directed to this account. Additionally, a leefgeldrekening will be opened at ABN-AMRO if you don't already have one. You will receive a debit card for this account, and your weekly/monthly spending money will be deposited according to the agreements made during the intake interview. No deposits are allowed in the personal spending account. Other non-ABN-AMRO accounts will be closed. You can access your account statements online through the website 24/7.

### **Article 7: Handling of Mail**

The financial services provider will contact institutions related to your finances, such as the Tax Authority, your employer, energy provider, benefits agency, landlord, and health insurance. They will



request that these institutions send correspondence to their designated postbox. Although this process is typically swift, you may still receive some mail. In such cases, it is vital to forward that mail to the bewindvoerder.

#### **Article 8: Income**

You are responsible for maintaining your income, including keeping your job and salary intact. If, due to unforeseen circumstances, you lose your income, you must apply for social security benefits. Furthermore, you should adhere to the terms set by your municipality or the UWV (Employee Insurance Agency) for receiving these benefits.

#### **Article 9: Debts**

An inventory of your debts will be created. For non-problematic debts, payment arrangements will be negotiated with creditors. In the case of problematic debts, a debt settlement application will be made by the bewindvoerder after the stabilization phase. You must cooperate fully with the debt settlement process, and you should not incur new debts without consultation or consent from the bewindvoerder (for example ordering/buying things on account).

Without consultation with the bewindvoerder or permission from the bewindvoerder, you may

- Do not enter into new contracts of subscriptions or make changes to existing ones contracts/subscriptions (e.g. different energy supplier, disconnecting of changing telephone/internet subscription);
- Do not register vehicles (for example cars and mopeds) in your name;
- Do not move to another home.

You should keep in mind that the bewindvoerder always has the final financial decision.

#### **Article 10: Accessibility**

You can contact the bewindvoerder via phone, email, or WhatsApp during business days for discussions or requests for additional funds. Their phone hours are from Monday to Thursday, 10:00 AM to 12:00 PM. If they cannot answer the phone, you can send an email or leave a voicemail. In the absence of the bewindvoerder, a replacement will be available. They aim to respond within two business days, provided that a reasonable number of contact moments are maintained.

#### **Article 11: Complaints Procedure**

Respectful and equitable interaction is expected. So mutual understanding and no swearing, aggressive statements or threats. If you have complaints, you can formally communicate them in writing. 072 Bewind en Inkomensbeheer has a dedicated complaints procedure, which will be explained to you during the intake interview, and it can also be reviewed on their website: [www.072bewind.nl](http://www.072bewind.nl).

#### **Article 12: Notification Obligation**

You are responsible for promptly reporting changes in your financial (work/income) and personal (address/cohabitation/separation/birth) situations and for providing complete and accurate information/data. The creation of new debts due to the untimely or incorrect provision or concealment of information/data is not the responsibility of the bewindvoerder.

#### **Article 13: Termination of bewindvoering**

Beschermingsbewind is voluntary, and it can be terminated if the reason for appointing a bewindvoerder no longer exists. If such a situation arises, the bewindvoerder will grant permission to terminate the receivership. In this case, no court session is necessary, and the relevant documents will be returned to you through a file/documents transfer. The financial records will be retained for

at least five years for administrative and court accountability purposes, after which they will be destroyed.



#### **Article 14: Conduct**

While understanding the challenge of relinquishing control of your finances, it is expected that cooperation and mutual respect are maintained. If you do not cooperate as expected, the bewindvoerder may initiate dismissal proceedings with prior official warning. Examples of behaviours leading to dismissal include the loss of income due to your actions, hindrance of the debt settlement process, incurring new debts, withdrawing funds from the personal spending account, withholding information, or displaying aggressive or threatening behaviour.

#### **Article 15: Privacy**

072 Bewind en Inkomensbeheer complies with the General Data Protection Regulation (AVG). You are required to give consent for the use of personal data and its potential disclosure to third parties for the purpose of receivership. You must also consent to inquiries with other organizations/institutions regarding receivership and acknowledge the privacy policy. By signing these agreements, you confirm your understanding of the terms and the complaints procedure.

Please note that this is a translation of the original text, and legal documents often require precise language. You may want to consult with a legal professional for any specific details or questions related to this document.

Date of signature for seen, discussed and received:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_