

# Special Terms and Conditions WP-RI

Reinsured waiver of premiums

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# Waiver of premium payments in case of incapacity for work

These special terms and conditions supplement the general terms and conditions D-RI. These terms and conditions apply if:

- a) this is stated on your reinsurance contract;
- b) a waiver of premiums in case of incapacity for work is also insured.

These special terms and conditions take precedence over the general terms and conditions D-RI. However, the reinsurance contract takes precedence over these special terms and conditions.

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## Article 1 Definitions

In these terms and conditions and the insurance contract, the following terms have the stated meaning:

### 1.1 We / us / our

The insurer: elipsLife AG, established in Triesen, Liechtenstein. The Dutch office is located in Hoofddorp.

### 1.2 You / your

The fund: the legal person specified in the reinsurance contract with which the reinsurer has entered into the reinsurance contract.

### 1.3 Participant

The participant or prospective participant in the fund's pension scheme, for whom you have taken out the reinsurance.

In these terms and conditions, the participant is always referred to as 'he'. We do this in order to keep the text easy to read. It goes without saying that a participant can also be a woman.

### 1.4 WIA Act

The Work and Income (Capacity for Work) Act [*Wet werk en inkomen naar arbeidsvermogen*] (WIA)

### 1.5 UWV

The Dutch Employee Insurance Agency [*Uitvoeringsinstituut Werknemersverzekeringen*].

### 1.6 Incapacity for work

We refer to incapacity for work if an employee is unable, or not fully able, to perform work due to illness, an accident or other problem and the UWV confirms this within the meaning of the WIA Act.

### 1.7 Waiting period

The waiting period for a waiver of premiums in case of incapacity for work equals the waiting period for the WIA benefit, subject to a minimum of 104 weeks.

A reduced waiting period within the meaning of the WIA Act does not confer the right to an earlier benefit under this reinsurance. If the waiting period is voluntarily extended, the benefit under this reinsurance will not commence before the date on which the WIA benefit is granted. If the participant has been fully fit for work for four consecutive weeks and then is absent again through illness, the waiting period restarts.

### 1.8 Income

We work on the basis of income as defined in the General Income Decree for Social Security Laws [*Algemeen inkomensbesluit socialezekerheidswetten*].

### 1.9 WIA daily wage

We base our calculations on the daily wage as stated in the UWV's award decision. This is based on the WIA Act.

### 1.10 Degree of incapacity in practical terms

The extent to which a participant is actually incapacitated as assessed by us based on the income which someone actually earns in practice.

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## Article 2 General

### 2.1 Purpose of the reinsurance

**We reinsure your financial risks. You no longer have to pay premiums if the participant becomes incapacitated for work**

If a participant loses income due to incapacity for work, you no longer have to pay premiums for the participant's main insurance. That is the purpose of this reinsurance contract. This reinsurance grants the right to a waiver of premiums if the participant is still at least 35% incapacitated for work after the waiting period and for the period during which he is incapacitated for work.

### 2.2 Acceptance of participants

**We accept participants in accordance with the general terms and conditions**

The rules for acceptance are set out in the general terms and conditions. We grant cover only if the participant on the date of acceptance of this insurance:

- a) is not incapacitated for work; and
- b) performs the work that the employer has agreed with him.

**Incapacity for work due to an existing illness is not covered**

If a participant becomes incapacitated for work and this is due to an illness and/or incapacity for work that already existed in the four weeks before the reinsurance contract was concluded, this will not be covered.

**In case of acceptance after a medical examination, we may adjust the premium and conditions**

We may do the following:

- a) increase the premium;
- b) exclude the causes of incapacity for work from cover;
- c) reduce the period of cover;
- d) refuse acceptance.

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## Article 3 Waiver of premiums

### Start of the entitlement to waiver of premium payments

We comply with the decision of the UWV in accordance with the WIA Act. If the participant is entitled to a WIA benefit, he will also be entitled to a waiver of premium payments from that same day. The waiting period as referred to in Article 1.7 of these terms and conditions applies.

### Communicate incapacitated participants to us using the report form

If you think that a participant is entitled to a waiver of premiums, notify us of this using the 'incapacitated employees' report form. The form is available at [www.elipslife.com/nl](http://www.elipslife.com/nl). Send the completed report form to us as soon as possible.

### Ensure that we receive a copy of the award decision

If we think that a participant is entitled to a full or partial waiver of premiums, we will follow the UWV's award decision under the WIA Act, observing any conditions laid down on medical grounds upon acceptance. Ensure that we receive a copy of this decision as soon as possible. The waiver has retroactive effect for up to 12 months before the date on which we receive the award decision.

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## Article 4 Obligations in case of incapacity for work

### 4.1 Obligations of the participant and employer

**You warrant that the participant and his employer will comply with the following obligations:**

- a) They will do their utmost to promote the recovery and/or reintegration of the participant, for example by adapting or changing the work. They will omit everything that could hinder or prevent this recovery and/or this reintegration.
- b) They will be assisted by an expert service and/or the UWV in the guidance and reintegration of the participants who are incapacitated for work.
- c) They will comply with the statutory obligations, such as those set out in the Working Conditions Act [], the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (Dutch Civil Code) [()], the Sickness Benefits Act [] and the WIA Act.

## 4.2 Your obligations

### In case of incapacity for work you must provide us with all the information we need:

- a) Please send us all relevant documents (including the UWV's decisions) relating to the incapacity for work.
- b) Let us know if anything changes in relation to the obligation to pay benefits under the WIA Act for the incapacitated participant. Send us all the documents related to this.
- c) Inform us if the incapacitated participant fully or partially recovers or fully or partially returns to work.
- d) Let us know immediately if the UWV imposes fines or other measures on you or the incapacitated person. Also let us know if the employer imposes a measure in the capacity of self-insurer.

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## Article 5 Extent of waiver

### A participant may receive a waiver of premiums after the waiting period

If a participant has fulfilled all the conditions, you will be reimbursed for the waiver of premiums you granted the participant after his waiting period (at least 104 weeks). We work on the reinsured amount on the first day of illness for the waiver.

### We use the rate stipulated in the table for the purposes of calculation.

This table shows which benefit percentage belongs to which degree of incapacity for work.

Degree of incapacity for work as determined by the UWV	Benefit percentage as a percentage waiver of the premium due
Less than 35%	0%
35 to 45%	40%
45 to 55%	50%
55 to 65%	60%
65 to 80%	72.5%
80 to 100%	100%

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## Article 6 Change in incapacity for work

### We adjust the waiver in case of a change in the incapacity percentage

We work on the incapacity percentage that the UWV has determined. If the practical incapacity percentage is lower than the theoretical incapacity percentage, we adjust the waiver of premium payments according to the lower percentage. We do this on the change date. If the contract stops, the conditions of Article 10 apply after the UWV's decision.

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## Article 7 Increasing the reinsurance

### The waiver of premiums does not apply to an increase in the reinsurance of the mortality risk

This concerns an increase of the mortality risk after the date on which the full or partial waiver commences.

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## Article 8 Exclusions

### 8.1 Excluded

#### We will not pay in the following cases:

If the incapacity for work arises or worsens due to one of the causes referred to below, it does not matter whether this is an indirect or direct consequence. The causes are:

- a) intent, deliberate or unintentional recklessness of the participant. By intent we also mean attempted suicide;
- b) during or as a result of participating in a foreign armed service;
- c) as a result of a nuclear reaction, irrespective of how this arises;
- d) as a result of civil unrest. Civil unrest means:
  1. an armed conflict, namely any instance in which states or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict also means armed action by a United Nations peacekeeping force;
  2. civil war, namely a more or less organised violent conflict between residents of one and the same state, involving a significant number of the residents of that state;

3. an uprising, namely organised violent resistance within a state directed against the public authorities;
  4. domestic civil unrest, namely more or less organised violent actions which occur at various places within a state;
  5. rioting, namely a more or less organised, local, violent movement directed against the public authorities;
  6. rebellion, namely a more or less organised, violent movement of members of some armed power, directed at the governing authorities;
- e) by being in an area designated with an orange or red travel advice code by the Dutch government. The rules in this regard are set out in Article 15 of the general terms and conditions.

## 8.2 Not excluded

**An incapacitated participant will receive a benefit if the incapacity for work is due to:**

- a) civil unrest in an area outside the Netherlands if the participant travels across or through that area before these situations arise, or resides in that area for the purpose of practising his profession, and cannot leave or avoid the area in time. The participant must then comply with the instructions of the Dutch or local authorities;
- b) Radioactive nuclides which, in accordance with their purpose, are outside a nuclear facility and are used or are intended to be used for industrial, commercial, agricultural, medical, scientific, educational or military or non-military security purposes, provided a valid permit has been issued by a competent authority (insofar as necessary) for the manufacture, storage and disposal of radioactive substances. The term, 'nuclear facility', is deemed to mean a nuclear installation within the meaning of the Nuclear Incidents (Third Party Liability) Act [Wet Aansprakelijkheid Kernongevallen] (Bulletin of Acts and Decrees [Staatsblad] 1979-225), as well as a nuclear installation on board of a ship.

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## Article 9 End of waiver of premiums

**The participant does not receive any waiver or further waiver of premiums if:**

- a) he dies;
- b) the end date has been reached for the cover for which the waiver of premiums applies;
- c) the incapacity percentage does not entitle the participant to a waiver. We base this on the incapacity percentage determined by the UWV. The benefit rate is determined in accordance with the table in Article 5;
- d) you, the employer or the participant fails to comply with the obligations of Article 4.

**The waiver of premiums stops after the agreed end date**

This is no later than the day after the agreed end date of the benefit as specified in the insurance contract.

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## Article 10 Waiver of premiums after termination of the reinsurance contract (runoff)

### 10.1 Incapacity for work when the reinsurance contract is terminated

**Incapacitated participants may retain their claim**

If the contract is terminated, the reinsurer's liability for any benefit claims already recognised or to be recognised remains unchanged. For claims still to be recognised, the first day of illness as stated in the WIA ruling must be within the contract period.

### 10.2 A waiver of premiums after the reinsurance contract has been terminated is subject to the following provisions

- a) These benefits are no longer subject to any changes in the WIA Act. We act on the basis of the WIA Act applicable when the insurance contract stopped.
- b) The obligations in these reinsurance terms and conditions continue to apply to incapacitated participants who receive a waiver of premiums.
- c) If no incapacity percentage has yet been determined under the WIA Act when the reinsurance contract is terminated, the maximum is the incapacity percentage that is subsequently determined as the first under the WIA Act.
- d) We only take changes in the WIA benefit percentage into account if this change leads to classification in a lower incapacity class or if the waiver of premiums stops completely.
- e) We may increase the incapacity percentage and thus the benefit class if the exempted cover is not insured elsewhere.

**You submit a statement of benefits to us for the coming year**

After the termination of the contract, the reinsurer grants premium-free cover for the claims under this contract for which it has accepted liability. Before 31 January of each year, you must send the reinsurer a statement of all the mortality risk

cover that is exempt from premium payments for the next year. You warrant that the information contained in this statement is complete, accurate, true and not misleading.

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## Article 11 Miscellaneous

### **The general terms and conditions apply in all other cases**

The general terms and conditions are set out in the contract. These also apply to the reinsurance of the waiver of premiums in case of incapacity for work.

### *Disclaimer*

Please note that this document is a translation of the Dutch original. In the event of any inconsistency or ambiguities in the meaning of any word or phrase in this translated version, the Dutch version of the General Conditions will prevail. You cannot derive rights from the content of this English version of the General Conditions.