

General Terms and Conditions Extra Insurance under the Return to Work (Partially Disabled Persons) Regulations [WGA Plus]

Insurance in the event of incapacity for work based on the
Work and Income (Capacity for Work) Act [*Wet werk en
inkomen naar arbeidsvermogen*] (WIA)

version

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PLUS

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Introduction

Article 1 Definitions

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

1.1 We / us / our

The insurer: Elips Life AG, established in Vaduz, Liechtenstein. The Dutch branch office is located in Hoofddorp.

1.2 You / your / the policyholder

The legal entity with whom we have concluded the insurance contract.

1.3 Insured person

The employee whom you employ and who does the work that he has agreed with you in a contract. The insured person must be insured for the WIA. In these terms and conditions any reference we make to 'he' means 'the insured person'. We do this in order to keep the text easy to read. It goes without saying that an insured person can also be a woman.

1.4 Employee

We use the definition of 'employee' stipulated in Section 8 of the WIA. The employee must be insured for the WIA.

1.5 First day of illness

The first day on which the employee does not work due to illness or another problem. This is the first day on which the waiting period, as referred to in Section 23 WIA, starts and from which the right to a WIA benefit arises.

1.6 Waiting period

We pay the first benefit after a minimum period of 104 weeks of incapacity for work. This period is called the waiting period. It starts on the first day of illness. If the employee has been fully fit for work for 28 consecutive calendar days during the waiting period and then is absent again through illness, the waiting period restarts.

1.7 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.

1.8 UWV

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

1.9 WIA

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

1.10 WGA

The Return to Work (Partially Disabled Persons) Regulations [*Regeling Werkhervatting gedeeltelijk arbeidsgeschikten*] as referred to in the WIA.

1.11 WGA benefit

The WGA wage-related benefit, the WGA wage supplement benefit and the WGA follow-up benefit as referred to in Chapter 7 WIA.

1.12 WIA indexation

The amount of the WGA benefit can be adjusted every six months. You can read more about this in Section 14 WIA.

1.13 SSC wage amount

The employee's wage used to determine the social security contributions. Social security contributions are abbreviated here as SSC. The government fixes a maximum daily wage each year. The maximum SSC wage is the maximum daily wage converted on an annual basis.

1.14 Relevant wage amount

The relevant wage amount is the SSC wage amount of all insured persons. It excludes the social security contributions that you pay in that respect. This wage amount does not include the salary or part of the salary of insured persons who no longer receive any WGA benefit because of their age.

1.15 Income

We work on the basis of income as defined in the General Income Decree for Social Security Laws [*Algemeen inkomensbesluit socialezekerheidswetten*]. This also includes a benefit under the Regulations governing Private Unemployment Benefit Supplements and Wage-Related WGA Benefits [*Regeling Private Aanvulling WW en loongerelateerde WGA*] (PAWW).

1.16 Insured salary

The employee's insured salary is capped at the maximum SCC wage. We used the maximised indexed daily wage as referred to in the UWV's award decision multiplied by 261. After commencement of the WGA Plus benefit, the insured salary will be adjusted every year on 1 January in accordance with the WIA indexation. Salary increases after the first day of illness will not be taken into account.

1.17 Insurance contract

An agreement in which we commit to reimbursing the insured loss suffered by the insured person. You pay a premium for this agreement. We will reimburse the loss only if you and the insured person fulfil the conditions.

1.18 Maximum insurable amount

The maximum WGA Plus benefit to be insured for each insured person. The insurer's obligation cannot exceed the maximum insured amount. This amount is stipulated in the insurance contract.

1.19 Free acceptance limit

The free acceptance limit is the maximum amount per insured person up to which we can accept an insured person without any additional medical examination, under the terms and conditions of the insurance contract. The free acceptance limit is equal to the liability.

1.20 Expert service

An expert service accepted by the insurer as referred to in the Working Conditions Act [*Arbeidsomstandighedenwet*], referred to below as the WCA.

Article 2 General

2.1 Purpose of the insurance

An insured person receives a WGA Plus benefit if he becomes partially incapacitated for work

An insured person can become partially incapacitated for work and thus suffer a loss of income. The WGA Plus insurance supplements some of the income during the partial incapacity for work. By partially incapacitated for work we mean incapacitated for work by between 35% and 80%.

If the insured person is incapacitated for work by less than 35% or more than 80%, he will not fulfil the conditions and there will be no entitlement to a benefit under the WGA Plus insurance.

2.2 Pensions Act [*Pensioenwet*]

This insurance contract is not an agreement within the meaning of the Pensions Act

This insurance is not based on a pension agreement. In other words there is no pension scheme, nor any pension rules and regulations. During the term of the insurance, the insured persons will not receive any individual information from us. Only if the insured person receives a benefit will he receive an overview of the benefit he is entitled to.

2.3 Our agreements

We record all agreements with you in writing

We will send you the following documents: the insurance contract, the general terms and conditions, and the 'terrorism cover' clauses schedule. These documents contain all the agreements that we make with you about your insurance policies.

Order of importance

This insurance contract takes precedence over the general terms and conditions. If the insurance contract and the general terms and conditions contradict each other, the provisions of the insurance contract will apply.

2.4 Assigning your rights

You cannot commute your rights under the insurance contract or assign them to another person

That means you cannot:

- a) commute these rights;
- b) borrow money on these rights;
- c) alienate these rights;
- d) relinquish these rights; or
- e) use them as security.

Acceptance and cover

Article 3 Beginning and end of the insurance contract

3.1 Beginning and end of the insurance

The start and end date of the insurance can be found in the insurance contract

After the end date, we will renew the insurance contract automatically. The period by which we will renew the insurance contract is stated in the insurance contract.

3.2 Terminating the insurance contract

You may give notice of termination of the insurance contract up to two months before the end date

For example, if your insurance contract runs until 31 December, you may give notice of termination up to and including 31 October. Send us a letter or email for this purpose. The insurance will then stop after the end date. The reverse also applies. We are also allowed to cancel the insurance up to two months in advance by letter or email.

In exceptional circumstances, either of us is allowed to cancel the insurance contract with immediate effect

By this we mean if either of us is put into liquidation or applies for a suspension of payments. If either of us is in such a situation, the party affected is obliged to inform the other party as soon as possible. We will inform you about the consequences.

Article 4 Offer and acceptance of incapacity risks

4.1 Acceptance

All employees you employ or recruit during the term of the insurance contract will be automatically accepted. Article 5.1 of these general terms and conditions will continue to apply in full.

4.2 People who change their minds

Someone who has changed his mind must submit medical details

A person who changes his mind is an employee who initially did not want to be insured, but reversed this decision later. In that case, we are allowed to perform an additional examination and request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the risk of incapacity for work has increased, we are allowed to increase the premium and/or impose extra conditions or refuse to insure the person in question.

4.3 Expansion due to merger or takeover

We do not automatically accept new employees after a merger or takeover

We first make agreements with you about insuring these new employees. These agreements are recorded in writing.

4.4 Risks not covered by this insurance

We do not insure risks that are not covered by this insurance

If we have received a premium from you for risks that are not covered by the insurance or by the terms and conditions, or for employees whom we did not wish to accept, you cannot claim any payment from this insurance for this purpose or demand that we still insure these risks. We will refund the excess premium that you have paid.

4.5 Registering employees who are incapacitated for work

We do not accept employees who are incapacitated for work

We use the terms and conditions of the 'Covenant on cover for occupational disability pension and premium waiver in pension schemes' [*Convenant over dekking van arbeidsongeschiktheidspensioen en premievrijstelling in pensioenregeling*] as a basis (you can find this document at www.elipslife.com/nl/nld/downloads). Among other things it states that we do not accept new insured persons who are already incapacitated for work on the commencement date of the insurance. If anything changes in this covenant, the change will immediately apply to both of us.

Article 5 Beginning, term and end of the cover

5.1 From when are insured persons covered?

Insured persons are immediately covered after automatic acceptance

An employee is automatically accepted as an insured person if he meets the following three conditions:

- a) the employee is fit for work; and
- b) he performs the work that you have agreed with him; and
- c) you have submitted details of the employee in the annual statement.

New employees

A new employee is automatically accepted as an insured person if he meets the following three conditions:

- a) the employee is fit for work; and
- b) he performs the work that you have agreed with him; and
- c) you submit details of the new employee in the next annual statement.

No retrospective risk

If a new employee is ill and does not work at the start of the insurance, there is no automatic acceptance and no cover. New employees are accepted only after recovery and a period of four weeks of working according to the hours and the activities in the employment contract.

Incapacity for work due to an existing illness is not covered

If an insured person becomes incapacitated for work and this is due to a cause that already existed in the four weeks before the insurance contract was concluded, this will not be covered.

5.2 When does the cover cease?

An insured person is no longer covered if:

- a) the insurance contract stops for this insured person or all insured persons. Article 12.1 will then still apply;
- b) the insured person no longer belongs to the insured group of employees. The insurance contract specifies which employees belong to the insured group;
- c) the insured person resigns, is dismissed or suspended;
- d) the insured person reaches his retirement age or retires early;
- e) the insured person performs work that, compared to the start of the scheme, is not usual for your organisation;
- f) the insured person reaches termination age. Details of the termination age are included in the insurance contract.

5.3 Paid and unpaid leave

A period of leave can have consequences for the cover

Short-term leave paid by the employer and the statutory leave arrangements do not affect cover. For insured persons on long-term leave, whether paid or unpaid, maximum cover is for 18 months. Note: if an insured person falls ill during long-term leave, the first day of illness equates to the first day after the end of the leave. The premium must continue to be paid during the leave.

Article 6 Duty of disclosure and consequences

6.1 Obligation to provide information

You must provide us with all the information we need

We base this insurance on the information you provide to us, or that we receive from the insured persons. For that reason, you and/or the insured person are obliged, before entering into the insurance policy (and during its term), to provide us with all the information that you and/or the insured person know is important for the insurance terms and conditions and cover, and which you believe, could know, or should realise is important for our decision whether or not to conclude the insurance contract or to cover certain risks during its term.

If we discover that you have not provided us with all the information, we will notify you within two months

We will send you a letter informing you which information you have not shared with us, and the consequences that this has for your insurance.

If you deliberately mislead us with incorrect or incomplete information, we can terminate the insurance with immediate effect

We will do this if we would not have concluded the insurance contract had we received all the information, or the correct information, from you. We will decide whether we are going to do this within two months of discovering that you did not provide us with all, or the correct, information.

6.2 Payment if not all relevant information has been provided

If you or the insured person have failed to comply with the obligation to provide information, that will also have consequences

The consequences differ for each situation:

- a) We pay the benefit with no adjustments. We will do this if the incorrect or incomplete information is not important for the assessment of the risk that has occurred.
- b) We pay the benefit if the conditions that we would have imposed had we received the correct and/or complete information are met.
- c) We reduce the benefit proportionally. We will do this if we would have agreed a higher premium had we received the correct and/or complete information.
- d) We do not pay. We will do this if we would not have concluded an insurance contract with you had we received all the correct and/or complete information or if you or the insured person deliberately did not provide us with all the correct and/or complete information.

Article 7 Statements and information

7.1 Annual statement

You must submit a statement to us by no later than 31 March after the end of the insured year

We refer to this as the annual statement. The insured year starts on 1 January and ends on 31 December. You use the annual statement to submit the following information to us:

- a) the relevant wage amount of the previous insured year as you submit for the insured employees to the Tax and Customs Administration and the UWV for levying the premium for the employee insurance and national insurance;
- b) a prognosis of the expected relevant wage amount for the new insured year;
- c) an overview of all insured employees in the manner we have indicated. This overview must include the name, date of birth, gender, start and finish date of their employment and the SSC wage for the previous insured year for each employee.

In the first year of the insurance contract you need to submit to us, by no later than three months after the start of the contract, a statement of the information as of 1 January of that same year. We may request an audit report so that we can check the relevant wage amount stated.

7.2 Relevant information

You must send us all relevant information and/or documents as soon as we request them

We will let you know which information and/or documents we need in order to implement the insurance properly.

The information that you send us must be complete, accurate, not misleading, and truthful at that point in time

This applies at the beginning of the insurance, during the term of the insurance, and during claim settlement.

Article 8 Exclusions

8.1 Excluded

An employee who is incapacitated for work will not receive any benefit in the following instances

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 by the insured person and/or policyholder. By intent we also mean attempted suicide.
- b) The insured person participates in a non-Dutch armed service.
- c) Nuclear reactions, regardless of how they occur.
- d) 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 is also deemed to refer to armed action by a UN 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.

8.2 Not excluded

An incapacitated employee will receive a benefit if the incapacity for work is the result of:

- a) Civil unrest in an area outside the Netherlands, but only if the employee travelled across or through that area before the situations in question arose, or he is staying in that area in order to carry out his work. This applies only if the employee was unable to leave or avoid the area on time. The employee 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 that 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.

Article 9 Failure to comply with obligations

If you fail to fulfil your obligations resulting from this insurance contract, this will have consequences for the payment

If you fail to fulfil your obligations, or you do so late or only partially, and that is to our disadvantage, we can choose not to pay the benefit, or only to pay a partial benefit. If you have deliberately misled us, the insured person will not receive a payment.

Provision of insurance

Article 10 Reporting incapacity for work

You must report any incidence of incapacity for work

You must do this by no later than 42 weeks after the first day that the insured person is no longer able to work due to illness, accident, other problems, pregnancy or childbirth. Use the Report Form for employees who are incapacitated for work for this purpose. You can request this form by emailing claims.nl@elipslife.com.

Consequences of late reporting

Late reporting of the risk of entry into the WGA domain can have consequences for payments under this insurance. If a late report is to our detriment, we may reject a claim. We may also reduce a benefit under this insurance.

Article 11 Benefit in case of incapacity for work

11.1 Start of the benefit entitlement

The entitlement to the WGA Plus benefit starts whenever the employee is entitled to the WGA benefit

We comply with the UWV's decision under the WIA. If the insured person is entitled to a WGA benefit, he will also be entitled to a WGA Plus benefit from that same day. The amount of this benefit can also be €0.00.

The benefit is always related to the insured salary on the reference date

The amount of the benefit is related to the insured salary on the reference date. This reference date is 1 January before the first day of illness.

11.2 WGA Plus benefit

Using the residual earning capacity

The amount of the WGA Plus benefit depends on the extent to which the insured person uses the residual earning capacity. The residual earning capacity is the amount that, according to the UWV, the insured person can still earn despite his partial incapacity for work. If the annual salary of the insured person exceeds the maximum SSC wage, we take the ratio between the maximised and non-maximised annual salary into consideration when determining the benefit. This ratio is called 'factor f'.

If the insured person earns 50% or more of his residual earning capacity, the WGA Plus benefit will be calculated using the following formula:

75% of the insured salary, minus the statutory WGA benefit, unemployment benefit (WW) and 75% of the income that the insured person is still earning through work, adjusted by factor f.

$$\text{Formula: } A -/-(B + C \times F)$$

A: insured salary x 75%

B: WGA benefit + WW benefit

C: income x 75%

F: factor f. Maximum SSC wage divided by the non-maximised annual salary. Factor f is no more than 1.

If the insured person earns less than 50% of his residual earning capacity, the WGA Plus benefit will be calculated using the following formula:

70% of the insured salary, minus the statutory WGA benefit, unemployment benefit (WW) and 70% of the income that the insured person is still earning through work, adjusted by factor f.

$$\text{Formula: } A -/-(B + C \times F)$$

A: insured salary x 70%

B: WGA benefit + WW benefit

C: income x 70%

F: factor f. Maximum SSC wage divided by the non-maximised annual salary. Factor f is no more than 1.

11.3 Paying the insured person

We pay the benefit directly to the incapacitated insured person

We deduct the statutory levies and premiums from the benefit. The beneficiary receives a payment from us at the end of every month.

11.4 Advance and definitive benefit

The WGA Plus benefit is an advance

The benefit payable via this insurance is an advance. We calculate the definitive WGA Plus benefit to the insured person afterwards based on the insured person's actual income. We do this at least once a year. Possible consequences of the definitive calculation are:

- no setoff: the advance is equal to the definitive calculation;
- any excess amounts paid out are deducted from future WGA Plus benefits;
- the insured person must repay any excess amounts paid out to the insurer;
- we pay underpaid amounts to the insured person.

11.5 Measures taken by the UWV

If a measure is imposed, an insured person will not receive a WGA Plus benefit, or will receive a lower amount

The UWV can impose a measure on an insured person under the WIA or the Social Security Acts (Measures) Decree [*Maatregelenbesluit socialezekerheidswetten*]. If a measure is imposed, the insured person will receive no, or a partial, WIA benefit. This is the case, for example, if the insured person does not fulfil his reintegration obligations. We also adapt the WGA Plus insurance benefit accordingly. We use the period and size of the measure imposed by the UWV as a basis for this purpose.

11.6 End of the benefit payment

Payment of the WGA Plus benefit stops:

- a) on the day on which the entitlement to the WGA benefit stops;
- b) on the day on which a measure is imposed on the insured person under the WIA or the Social Security Acts (Measures) Decree. We also take account of the period and extent of the measure;
- c) on the day on which this insurance stops. Article 12 'Payment after termination of the insurance contract' of these general terms and conditions continues to apply;
- d) the day after the agreed benefit end date. The benefit end date is stated in the insurance contract;
- e) the day on which the insured person dies.

11.7 No entitlement to the benefit

The insured person is not entitled to the benefit if:

- a) the first day of illness falls before the date on which this insurance became applicable for the insured person;
- b) you have not paid all the due premiums for the insurance;
- c) the insured person does not fulfil his reintegration or other obligations during the waiting period. In that case he will not be entitled to salary in accordance with the Dutch Civil Code. He has these obligations in accordance with:
 1. the Dutch Civil Code [*Burgerlijk Wetboek*]
 2. the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet verbetering poortwachter*]
 3. The Work and Income (Capacity for Work) Act [*Wet werk en inkomen naar arbeidsvermogen*] (WIA)
 4. the Sickness Benefit Act [*Ziektewet*]
- d) the insured person ceased to be employed before the end of the waiting period for the WIA and, as a result, he is not entitled to an unemployment (WW) benefit;
- e) the grounds for exclusion under the WIA apply.

11.8 Maximum compensation

We supplement the incomes to a maximum of the insured salary

An insured person will receive a supplement to his income during the period of partial incapacity for work. The WGA Plus insurance supplements the income based on the formulas but capped at the indexed insured salary.

11.9 Payments abroad

We only pay the benefit to a bank account in the Netherlands

We can make an exception to this rule. If we give permission for the payment to be made to a foreign account, we can impose additional requirements. For example, requirements regarding establishing the beneficiary's identity, or requirements related to tax rules, other legislation or legal feasibility. The costs of foreign transfers and additional administrative acts are payable by the beneficiary.

Article 12 Payment of benefits after termination of the insurance contract

12.1 Incapacity for work when the insurance contract is terminated

Incapacitated employees will continue to be insured when this insurance contract stops

If the employee's first day of illness is within the contract period, the employee remains insured and the insurance contract with policy conditions continues to apply to him.

12.2 Payment of benefits after termination of the insurance contract

Payments after the insurance contract has been terminated are subject to the same rules

- a) These benefits are no longer subject to any changes in the WIA. We act on the basis of the WIA applicable at the time when the insurance contract terminated.
- b) The obligations in these insurance terms and conditions continue to apply to incapacitated employees who receive a benefit.

Article 13 Obligations in case of incapacity for work

13.1 Your obligations

These are your obligations in the event of incapacity for work

- a) Report your incapacity for work to us as described in Article 10.
- b) If you are incapacitated for work, you must provide us with all the information we need.
- c) Send us all the documents relevant to your incapacity for work and that you receive from the UWV. By these documents, we mean the confirmation from the UWV of the WIA incapacity percentage or WIA benefit percentage at the end of the waiting period and afterwards.
- d) Let us know if anything changes in the situation of the incapacitated insured person.
- e) You must cooperate to help speed up the recovery and/or the reintegration of the incapacitated insured person, for example, by adapting or changing the work activities. Do not do anything that hinders recovery or reintegration.
- f) Make sure that the UWV and/or an expert service provides support to the incapacitated insured person during reintegration.
- g) Comply with the obligations laid down in the Working Conditions Act [*Arbowet*], the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet verbetering poortwachter*], the Dutch Civil Code [*Burgerlijk Wetboek*], the Sickness Benefits Act [*Ziektewet*] and the WIA.
- h) Comply with our recommendations in relation to reintegration.
- i) Let us know if the incapacitated insured person is fully or partially recovered. And let us know if the insured person starts fully or partially working again.
- j) Let us know immediately if the UWV imposes fines or other measures on you or the incapacitated insured person.

13.2 Obligations of the insured person

These are the insured person's obligations in the event of incapacity for work

The insured person must cooperate in his recovery. Everything he does must be focused on recovering and starting work again as soon as possible. He must therefore do nothing that hinders the recovery or reintegration. If we ask him, the insured person must also do the following:

- a) He must declare all his income to us. We can then ask for a copy of his income tax return, payslips and annual statements.
- b) The insured must arrange to be examined by an expert service, such as a doctor appointed by the insurance company, medical specialist or labour expert at our request.
- c) The insured person must seek treatment as soon as possible from a qualified doctor and be supervised by an expert service which we have approved.
- d) The insured person must cooperate if others give him the opportunity to reduce the incapacity for work or to start working again.
- e) The insured person must cooperate in a reassessment at the UWV, if the expert service mentioned in paragraph b) recommends this and we follow this recommendation.
- f) The insured person must inform us immediately if he is fully or partially recovered. He must also inform us immediately if he fully or partially resumes his work.
- g) The insured person must inform us immediately if he starts working more or less. In this context, the change in income will affect the benefit under the WGA Plus insurance.
- h) The insured person must inform us of any changes to his home address and/or his bank account number.

13.3 Failure to comply with obligations in the event of incapacity for work

If you or the insured person fail to fulfil the obligations, this will have consequences for the benefit

If you or the insured person fail to fulfil the obligations or do not do so on time, and this has detrimental consequences for us, we can opt not to pay out, or only to partially pay out, in case of incapacity for work. If you or the insured person have deliberately misled us, the insured person will no longer be entitled to a benefit. You and/or the insured person must pay any wrongly received benefits back to us.

Article 14 Reimbursement of the reintegration costs

We also reimburse part of the reintegration costs

If you have a suggestion which may help the recovery of the incapacitated insured person and if there are costs related to this, ask for our prior permission. We will then be able to decide to reimburse those costs in full or partially. We will send you a written confirmation of our permission. The costs in question will not be included in the normal costs for medical treatment. If you can also have these costs reimbursed on the grounds of a different contract or provision, that other contract or provision will take precedence.

Article 15 Concurrence

We do not pay out if you can also get a benefit from a different contract

The WGA Plus insurance does not pay out if the loss is also insured under a different insurance contract or other provision, and you are entitled to a benefit from that other contract or provision. Nor do we pay out if you can get any benefit as though the insurance contract for the WGA Plus insurance had not existed. It does not matter what the start date of that other contract or provision is.

Article 16 Recourse

16.1 Incapacity for work caused by another party

You and the insured person recover the loss if another party is liable

If the incapacity for work of an insured person has been caused by another party, and that other party is liable for the loss, you should recover the loss from this other liable party and inform us as soon as possible. You and the insured party must update us on any developments. If the other party reimburses the loss, you should let us know immediately. If you do not recover the loss yourself, you and the insured person must give us permission to recover the loss and/or costs from that other party. In that instance you and the insured person must provide us with all the information we need.

16.2 The benefit as an advance

If the loss is recovered from another party, the benefit will be an advance

As soon as the other party fully or partially reimburses you or the insured person for the loss, the insured person must repay us all or part of the benefit.

Premium

Article 17 Determination of the insurance premium

17.1 Determining the premium

We determine the premium

We agree a premium rate with you.

The premium is calculated for the relevant wage amount

The premium we charge is expressed as a percentage of the relevant wage amount known to us. You can find this percentage in the rates annex to the contract.

Definitive determination of the premium

We must have received the specification of the actual insured person's wage amount by no later than 31 March of the year following the insured year. The definitive premium over the previous insurance year is calculated on the basis of this specification. We will settle the difference between the premium already paid and the definitive premium with you.

17.2 You pay no premium or a partial premium for insured persons who are incapacitated for work

You pay a premium for an incapacitated employee until the WGA Plus benefit commencement date

If an employee becomes fully incapacitated for work, you still pay premiums for the calendar year in which the benefit starts. In the following calendar year, you do not pay any premium for this insured person as long as he is incapacitated for work. If the insured person is partially incapacitated for work, you will not pay any premium on that part.

17.3 Premium for employees who are no longer eligible for benefits

You pay no premium for employees who are no longer entitled to a benefit

These are employees who can no longer receive benefits as a result of:

- a) their age on 1 January of the calendar year for which you pay; and
- b) the agreed waiting period.

17.4 No risk

In a year without insured persons, you will not pay any premium

However, you will pay for our expenses. We will agree a reasonable amount with you.

Article 18 Premium payments

18.1 Payment

You are required to pay the premium in advance

The provisional insurance premium is payable in advance on 1 January of each calendar year. The definitive settlement follows after the end of the insured year. You will either receive a refund or pay in. If you have to pay extra, you must do so within 30 days of the invoice date. If you are entitled to a refund, you will also receive this within 30 days of the invoice date.

You pay the premium as an advance

For the first contract year, we determine the premium based on the relevant wage amount stated in the request for an offer and the agreed premium percentage. For each new insurance year we determine the premium on the basis of the wage amount and the premium percentage for that year last known to the insurer.

18.2 Incorrect settlements

We rectify incorrect settlements in the subsequent settlement

This is what happens if a settlement is incorrect or incomplete.

18.3 Non-payment or late payment

If you fail to pay or pay late, the insured persons will not be covered

You must pay invoices within 30 days of the invoice date. This applies to payment of the premium and to additional invoices. We will send you one reminder. This reminder will state the definitive deadline by which you have to pay. We will also send you a letter in which we describe the consequences of you failing to pay.

If the insurance is stopped because you did not pay your premium, we may demand compensation

After all, we are then missing out on income. If we demand compensation from you for missed income, we will agree a reasonable amount with you.

Change of the risk

Article 19 Changes in your organisation

If your organisation changes drastically during the contract period, you must let us know

We reserve the right to terminate the contract early, or to amend the terms and conditions and/or to adjust the premium if one of the following situations occurs:

- a) more than 20% of your employees are seconded to a different company;
- b) your organisation's legal structure changes;
- c) your organisation is involved in a merger, restructuring, the acquisition of a business, division or similar change;
- d) the number of employees or your total wage and salary bill increases by 20% or more within one insurance year;
- e) your organisation changes or completely ceases the business activities;
- f) your business location is no longer in the Netherlands.

Revision of rates and/or terms and conditions

Article 20 Revision of rates and terms and conditions

20.1 Interim change

We may make interim changes to the premium and the terms and conditions

An interim change applies to all insurance policies covered by these general terms and conditions. We make interim changes to the premium or terms and conditions only if there is a good reason for doing so, for example, if the law, regulations or other stipulations change and this has a major effect on how our insurance policies work.

An interim change does not apply to incapacitated insured persons

If an incapacitated insured person already receives a benefit from us, this remains the case as long as he is incapacitated for work. The conditions do not change for him.

Adjusting the insurance if there is war in the Netherlands

The insurance contract is adjusted as soon as the Dutch Central Bank [*De Nederlandsche Bank*] determines that the Netherlands is in a state of war. The benefits of this insurance are reduced by 10% in this situation. The Financial Transactions (Emergencies) Act [*Noodwet financieel verkeer*] can also impose measures on us. After the end of the state of war, the insurer will determine whether the reduction of benefits was necessary.

20.2 Rejection of interim change

You may reject an interim change to the premium or terms and conditions

In case of an interim change, you will receive a letter from us detailing what we are changing and when it is going to take effect. You will then have 60 days after the date on which the letter is sent to respond. If you inform us in a letter or email that you wish to reject the interim change, the insurance contract will stop when the interim change takes effect. If you do not respond, we will assume that you agree to the interim change.

Other provisions

Article 21 Risk of terrorism

You are insured for death caused by terrorism

However, this applies only if the insurance contract includes the 'terrorism cover' clauses schedule. We have re-insured loss due to terrorism with the Dutch Terrorism Risk Reinsurance Company [*Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.*] (NHT).

The NHT decides whether loss due to terrorism is insured and, if so, for which amount. You can read more about this in the terrorism cover clauses schedule.

Article 22 Currency and applicable law

The monetary amounts in this insurance contract are in euros.
Dutch law applies to the insurance contract.

Article 23 Protection of personal data

23.1 Privacy

We treat all data relating to you and the insured persons as confidential

We use these data to:

- a) assess and accept potential and current policyholders and potential and current insured persons;
- b) conclude and perform insurance contracts;
- c) maintain our relationship with current and potential policyholders and with current and potential insured persons;
- d) make and receive payments;
- e) prevent and combat fraud;
- f) comply with the law;
- g) make anonymised statistics.

The insured person is entitled to:

- a) request access to the personal data we process about the insured person;
- b) ask us to correct personal data if that is necessary;
- c) object against the further processing of personal data or request that the processing be restricted;
- d) request the removal of the personal data we process about the insured person.

We comply with the Code of Conduct for the Processing of Personal Data by Insurers [*Gedragcode Verwerking Persoonsgegevens Verzekeraars*] and our Privacy Statement

The code of conduct has been drawn up by the Dutch Association of Insurers [*Verbond van Verzekeraars*]. You can read the full text at www.verzekeraars.nl or you may request it from the Dutch Association of Insurers by sending a letter to P.O. Box 93450, 2509 AL The Hague or calling +31 (0)70 33 38 500. You can also download the code of conduct from our website www.elipslife.com, where you will also find our Privacy Statement.

23.2 Laws and regulations on the processing of personal data

You ensure that we can comply with all laws and regulations on the processing of personal data

You should therefore only give us data that you may provide under those laws and regulations. This is your responsibility. If you nevertheless contravene these rules, we will not be liable.

Article 24 Complaints and disputes

If either you or the insured person have a complaint about how the insurance came about or is implemented, please let us know

We will readily find the best solution together with you. Please send us a letter or email detailing the complaint or call us to discuss it.

Elips Life AG
P.O. Box 282
2130 AG Hoofddorp
Telephone +31 (0)20 75 59 800
Email: klachten@elipslife.com

If we are unable to resolve the issue together, the insured person can contact the Kifid

The Financial Services Complaints Institute [*Klachteninstituut Financiële Dienstverlening*] (Kifid) will decide whether the complaint is justified, and whether we have dealt with it properly.

Klachteninstituut Financiële Dienstverlening (Kifid)
P.O. Box 93257
2509 AG The Hague
Telephone +31 (0)70 333 89 99
www.kifid.nl

You (or the insured person) could also always take the matter to court

This would be possible, for example, if you or the insured person disagree with us or with the Kifid, or if the Kifid finds the complaint to be 'inadmissible'.

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.