

General Terms and Conditions WGA-IRBC

Insuring WGA internal risk-bearing capacity

July 2021 version



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General Terms and Conditions WGA-
IRBC

Introduction

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: 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 which we have concluded the insurance contract.

1.3 WIA

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

1.4 UWV

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

1.5 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.

1.6 Relevant wage and salary bill

The wage and salary bill amounts to no more than it does for social insurance purposes. It excludes the social security contributions which you pay in that respect. We do not include the following in the wage and salary bill:

- a) any salary paid to employees who no longer receive a WGA benefit because of their age;
- b) any salary paid to employees who enter the domain of the WIA and in respect of which the self-insurer need not pay for such entry. These include trainees and employees in respect of whom a no-risk policy applies under the WIA.

1.7 Maximum annual WIA benefit basis

The maximum daily wage under the WIA multiplied by 261.

1.8 IVA

The Fully Disabled Persons Income Scheme [*Regeling inkomensvoorziening volledig arbeidsongeschikten*] as referred to in the WIA.

1.9 WGA

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

1.10 Pay-related WGA benefit

An employee receives a pay-related benefit if he fulfils the reference requirement and is at least 35% incapacitated for work on a temporary basis. The UWV determines the entitlement to this benefit and its amount based on the WIA. When determining the amount of the pay-related benefit, the salary that the relevant employee earned before he became incapacitated is examined. An employee receives a pay-related benefit for between three and 24 months. The period depends on the employment history and is calculated by the UWV when a WIA benefit is awarded. If an employee does not fulfil the reference requirement, a WGA pay top-up benefit or WGA follow-up benefit can be requested immediately.

1.11 WGA pay top-up benefit

An employee receives a WGA pay top-up benefit if he is partially incapacitated for work, is not eligible or is no longer eligible for a WGA pay-related benefit, and he earns more than half the amount that the UWV's labour expert believes he is still capable of earning. Employees who are fully but not permanently incapacitated also receive a pay top-up benefit. When determining the amount of any pay top-up benefit, the salary that the relevant employee earned before he became incapacitated is examined. The UWV determines the entitlement to this benefit and its amount based on the WIA.

1.12 WGA follow-up benefit

An employee receives a WGA follow-up benefit if he is partially incapacitated for work and is not eligible or is no longer eligible for a WGA pay-related benefit because he earns less than half the amount that the UWV's labour expert believes he is still capable of earning. A follow-up benefit is based on the minimum wage. The UWV determines the entitlement to this benefit and its amount based on the WIA.

1.13 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 Article 23 of the WIA, starts and from which a right to a WIA benefit may arise.

1.14 Internal risk-bearing capacity

In the case of internal risk-bearing capacity, you bear the risks associated with your employees becoming incapacitated. If an employee becomes incapacitated for work, you pay for his WGA benefit and the costs involved in his reintegration. You have received permission to assume liability yourself in accordance with Section 40(1)(b) of the Social Insurance (Funding) Act [*Wet financiering sociale verzekeringen*]. As a self-insurer, you comply with all of your obligations towards your employees and the UWV properly, in full and on time.

1.15 Wfsv

The Social Insurance (Funding) Act [*Wet financiering sociale verzekeringen*].

1.16 Guarantee

After the insurance contract is concluded, we issue a guarantee to the Dutch Tax and Customs Administration. This is proof that you can bear the risks associated with the payment of a WGA benefit. The Dutch Tax and Customs Administration inspector gives you consent to become a self-insurer.

1.17 Employee

We use the definition of 'employee' stipulated in Section 8 of the WIA. Employees must also be insured under the WIA.

1.18 Waiting period

An incapacitated employee receives a benefit only after a minimum period of incapacity. This period is called the waiting period. It starts on the first day of illness. If the participant has been fully fit for work for four consecutive weeks and then is absent again through illness, the waiting period restarts.

Article 2 General

2.1 Purpose of the insurance

Insuring the financial obligations of WGA benefits

Companies and/or institutions that are the self-insurer for the WGA may insure the financial obligations of WGA benefits. The WGA self-insurer insurance covers the financial consequences of the obligation to pay WGA benefits and the accompanying social security contributions. If an employee is incapacitated for work and entitled to a WGA benefit, we pay this WGA benefit with the accompanying social security contributions. If an employee dies and there is an entitlement to a death benefit under the WGA, we pay this death benefit.

2.2 Amendments to the WIA

We operate on the basis of the WIA applicable at the start of the insurance contract

If the WIA is amended after this insurance contract is concluded, you cannot recover the change from us Unless we have given a written confirmation for this purpose.

2.3 Insurance contract

These terms and conditions will apply if this is stipulated in the relevant insurance contract.

An insurance contract prevails over these 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.

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

The contract ends on the end date. The insurance contract stipulates whether or not we automatically extend the insurance. If we automatically extend the insurance contract, the period of the extension is recorded in the insurance contract.

The insurance stops automatically in case of war in the Netherlands

The insurance contract stops as soon as the Dutch Central Bank [*De Nederlandsche Bank*] determines that the Netherlands is in a state of war.

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. In that instance, you must send us a letter or email cancelling the insurance. The insurance will then stop after the end date. The reverse also applies. We are also allowed to cancel up to two months in advance by letter or email.

In exceptional circumstances you are allowed to cancel the insurance contract with immediate effect

This applies if either of us are put into liquidation or apply for a suspension of payments. If such circumstances occur in your or our situation, the party affected is obliged to inform the other party as soon as possible.

Article 4 Insurance of internal risk-bearing capacity under the WGA

4.1 Internal risk-bearing capacity

You insure the financial obligation as the self-insurer for the WGA

If an employee becomes incapacitated for work, you pay for his WGA benefit for a period of up to ten years and the costs involved in his reintegration. The financial obligation of the WGA benefit under the WIA, the accompanying social security contributions and any death benefit under the WGA are insured.

4.2 Sickness Benefits Act [*Ziektewet*]

While this insurance applies, you are also the self-insurer under the Sickness Benefits Act

You implement absence policy or arrange for it to be implemented. In this way you avoid or limit the entry of your existing or former employees into the WGA domain. It is always possible for you to obtain insight into the current status of these reports.

4.3 Acceptance of employees

Employees are automatically accepted

All employees you employ or recruit during the term of the agreement will be automatically accepted.

An employee will be insured provided that his first day of illness occurs within the insured period

The insurance covers the WGA benefit of an employee if the first day of illness falls within the insured period. If the first day of illness falls outside the start or end date of the insurance contract, there is no cover.

4.4 Expansion due to merger or takeover

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

We will first make agreements with you about insuring these new employees. The agreements are laid down in writing.

Article 5. Duty of disclosure and implications

5.1 Obligation to provide information

You and/or the current or former employee must provide us with all the information we need

The insurance policies and determination of the relevant premiums are based on the information supplied to us for this purpose by you and/or your current or former employee. Before taking out any insurance and during its term, you and/or your current or former employees are required to notify us of all relevant information that you and/or your current or former employees are or ought to be aware of. This refers to information that you and/or your current or former employees know or ought to understand our decision is or may be dependent on and, if so, the conditions and premiums subject to which we would like to agree to such insurance or the risks associated with incapacity for work that we would be prepared to cover during the term of the insurance. This duty of disclosure does not relate to information in respect of which questions may not be legally asked.

5.2 Failure to comply with the duty of disclosure

If you and/or a current or former employee fail to comply with the duty of disclosure, this will have consequences for the insurance

If we discover that the duty of disclosure as described in 5.1 above has not been complied with, we will inform you of this in writing within two months of the discovery, stating the possible consequences. This could also be an adjustment of premiums during the term of the insurance. It will then be possible for you to:

- a) allow the insurance contract to remain in effect and to assume responsibility for the stated implications;
- b) consult with us to amend the insurance contract;
- c) cancel the insurance contract. In that case, we will cancel the guarantee with the Dutch Tax and Customs Administration.

5.3 Benefits if there is a failure to comply with the duty of disclosure

If you and/or a current or former employee fail to comply with the duty of disclosure, this will have consequences for the benefit:

- a) the benefit will be paid in full if the facts that have not been stated or that have been stated incorrectly are not important for the assessment of the risk, as this has materialised;
- b) the benefit will be reduced proportionally or recovered from you if we would have stipulated a higher premium had we been aware of the true state of affairs;
- c) if we were to have stipulated other conditions had we known the full state of affairs, the benefit will only be paid as though these conditions had been included in the relevant agreement;
- d) we will not pay any benefit if we would not have entered into an insurance contract had we known the true state of affairs;
- e) we will not pay any benefit if we have been intentionally misled.

5.4 Intentionally misleading

We may terminate the insurance immediately if you intentionally try to mislead us

If you have acted with intent to mislead us and we would not have entered into the insurance contract had we known the true state of affairs, we may stop the insurance within two months of discovering the deception. We would then cancel the insurance immediately. We also cancel the guarantee with the Tax and Customs Administration.

Article 6 Statements and information

6.1 Sending a report

You must send us a report before 30 June of each year

We will inform you how you may send us this report. In addition, we may request an auditor's report for the purposes of substantiating your wage and salary bill. You need not inform us of any changes in your workforce during the year. However, you must inform us of any far-reaching changes, as described in Article 8.

The report will contain the following:

- a) the wage and salary bill that you submit to the Dutch Tax and Customs Administration office and the UWV for the purposes of levying employee and social insurance premiums;
- b) the wage and salary bill which you anticipate during the next contract year;
- c) your workforce;
- d) any salary that you paid to incapacitated employees in accordance with your duty to continue paying a salary in the event that an employee is sick;
- e) the workplace health and safety agency for the purposes of sick absence. In this respect you should mention any current or former employees who have already been incapacitated for more than 42 weeks.

We may increase the premium by 10% if you send the annual statement after 30 June

If you do not submit the annual statement on time, we may increase the advance premium by 10%. The obligation to submit the statement remains in force.

Article 7 Failure to comply with obligations

If you fail to fulfil your obligations, we may reduce or cancel the benefit

This is possible if you fail to comply with your obligations under this insurance contract, if you comply with them late or only partially, and our interests are harmed as a result. If you have intentionally misled us, you will no longer be entitled to benefits.

Article 8 Interim changes or early termination of the insurance contract

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

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

- a) the type of work within your company changes. It no longer corresponds to the work on which the insurance contract is based;
- b) more than 20% of the employees are seconded to another company;
- c) your organisation's legal structure changes;
- d) your organisation is involved in a merger, restructuring, the acquisition of a business, division or a similar change;
- e) the number of employees or total wage and salary bill increases by 20% or more within one insurance year;
- f) you cease all of your business operations;
- g) your registered office is no longer situated in the Netherlands.

If you do not agree with the proposal to amend the contract, you may terminate it.

Provision of insurance

Article 9 Determination of benefits

9.1 Commencement date and amount of benefits

The date on which the benefits will commence and the amount involved depends on your WGA benefit obligations.

Because of internal risk-bearing capacity, you are obliged to pay WGA benefits, the accompanying social security contributions and any death benefit under the WGA to the UWV. This obligation arises from the WIA. The UWV determines the amount of the benefit and the commencement date. We comply with the UWV's decision.

We pay WGA benefits for no more than 10 years

The following types of WGA benefits are covered by this insurance:

- a) a pay-related WGA benefit;
- b) the WGA pay top-up benefit. We pay no more than the value of the WGA follow-up benefit;
- c) the WGA follow-up benefit: we pay this if the person concerned is not entitled to a WGA pay top-up benefit;
- d) the death benefit under the WGA.

9.2 WGA benefit cuts

If a WGA benefit has been cut, we never pay more than the UWV benefit amount.

A WGA benefit may be cut for reasons that include the current or former employee's income or UWV measures. Entitlement to a benefit under the agreement cannot exceed the amount that the UWV requests from you.

9.3 Disbursements to the UWV

We pay the benefits directly to the UWV

We pay the benefits to the UWV. We will pay you only if we agree this with you in writing, notwithstanding these general terms and conditions. After a call on a guarantee that we have given, we always make payment directly to the UWV.

9.4 Recovery

Has the UWV repaid the benefit to you?

The UWV may repay you an amount. If elipsLife has previously paid this amount to the UWV, you must repay this amount to us. This also applies to amounts that are partially repaid because the benefit recovered from you is incorrect. In addition, you will be required to present us with the relevant rulings. We may also set off the amount against future payments.

9.5 Disbursement to an employee

You will not pay the WGA benefit directly to a current or former employee

The UWV pays the WGA benefit directly to the current or former employee. If an employee dies, the UWV pays the death benefit to the surviving relatives.

Article 10. Grounds for the exclusion of a benefit

10.1 No entitlement to a benefit

There will be no entitlement to a benefit pursuant to this insurance if:

- a) the person concerned is not (or no longer) entitled to a WGA benefit;
- b) the grounds for exclusion stipulated in the WIA are applicable;
- c) you have failed to comply with your obligations under the WIA, no longer comply with them or have failed to do so in their entirety;
- d) you fail to pay the premiums for this insurance on time;
- e) an employee who is subject to a waiting period as referred to in Section 23 WIA has failed to comply with his obligations (in relation to reintegration or otherwise). In that case he will not be entitled to a salary or its payment will have been suspended in accordance with the Dutch Civil Code. The employee has these obligations under the Dutch Civil Code [*Burgerlijk Wetboek*], the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet verbetering poortwachter*], the Work and Income (Capacity for Work) Act [*Wet werk en inkomen naar arbeidsvermogen*], or a measure under the Sickness Benefits Act [*Ziektewet*];
- f) an employee starts working outside the Netherlands for a period of 12 months or more before the first day of the WIA waiting period;
- g) you and/or a current or former employee commit fraud;
- h) the incapacitated current or former employee no longer participates in the labour market. In this respect we take his degree of incapacitation into account;
- i) you do not cooperate with the claims cost controller or follow his advice.

10.2 Reporting the above situations

If one of the above situations applies, report it to us and the UWV

You are not entitled to a benefit under this insurance in these situations, not even if you fail to report a situation while the benefit continues to apply. You must also report any of the above situations to the UWV in writing, where applicable. The UWV then decides what this means for the employee's entitlement to a WGA benefit and whether that benefit will continue to apply or not.

Article 11 Implementing the insurance

11.1 Sending documents

You will send us all documents provided by the UWV and any other business involved.

Please ensure that you send us such documents within two weeks after the UWV has provided them. This refers to the following documents pertaining to you or your current or former employee:

- a) any ruling that has been received;
- b) awards;
- c) decisions to effect recovery;
- d) other relevant documents, without violating the employee's privacy.

Consequences of sending documents late

If documents are sent late, this may have consequences for the payment of this insurance. We may reject a claim or reduce a benefit under this insurance.

We will effect payment after receiving such documents.

We will only make a payment after receiving the relevant bill and decision to effect recovery from the UWV. Payment will be made within one month of receipt of these documents.

Advance decision of the UWV

We do not pay on the basis of an advance decision.

11.2 Reporting a sick employee

You must report a sick employee to us by no later than the 42nd week after his first day of illness

By no later than the 42nd week, you must provide us with insight into any risk of entry into the WGA domain. After this report, we may try to prevent or limit damage, for example through interventions to promote reintegration. We may agree on a different reporting procedure for you. In that case it will be set out in the insurance contract.

Consequences of late reporting

Late reporting of the risk of entry into the WGA domain can have consequences for payments under this insurance. We may reject a claim or reduce a benefit under this insurance.

You must report within two weeks if an employee leaves your employ while sick

If an employee is sick, entitled to a benefit under the Sickness Benefits Act and then leaves your employ, you must report this to us within two weeks.

11.3 Assistance

You will provide us with every assistance for the purposes of determining any entitlement to a benefit.

This also applies to a determination of the legality of any ruling issued by the UWV.

Article 12. Internal risk-bearing

12.1 Deliberate choice in favour of internal risk-bearing

You have deliberately opted for internal risk-bearing

We assume that you will assume responsibility for the reintegration of a current or former employee, and that you will avoid or avoid the costs of a claim. You will do this in accordance with the Dutch Civil Code, the Sickness Benefits Act, the WIA and any other relevant legislation and regulations. If one of our case managers assists you, you must follow his instructions.

12.2 Absence and reintegration policy

You pursue a policy on the absence and reintegration of long-term incapacitated persons

You may provide evidence of this policy. You may obtain support for this policy from a third party (the case manager) whom we have approved. You must also follow all instructions issued by the insurer and any expert parties hired by the insurer.

We also reimburse part of the reintegration costs

However, we do this only if you ask our prior consent to incur these costs and we have confirmed this consent in writing. 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.

12.3 Claims cost control agreement

You will enter into an agreement on claims cost control.

You will conclude this agreement with our approved expert case manager. The agreement will set out arrangements governing loss prevention, risk management (absence and the WGA), and absence and WGA assistance. You must comply with these arrangements and follow any advice given by the case manager.

If the claims cost control agreement ends, you must:

- a) notify us of this within two weeks;
- b) enter into a new claims cost control agreement with an expert party whom we have approved within four weeks.

12.4 Claims cost control activities

We are entitled to perform claims cost control activities ourselves in the future.

In this case we expect you to assist with those activities.

12.5 Reintegration efforts

You will make every effort to enable a current or former employee to work on his reintegration.

If an employee or former employee does not cooperate, or adequately cooperate in his reintegration, you must do your utmost to ensure that he does cooperate. For example, you will refrain from paying him a salary in accordance with the Civil Code (temporarily). Alternatively, you will take action under the Sickness Benefits Act (during his period of absence) or under the WIA.

This applies throughout his period of absence (even where the relevant employee leaves your employ while sick) and while you bear the risks internally. It does not matter whether any insurance is current at that point in time or not.

Article 13 Guarantee

13.1 Signing the guarantee at the start of the contract

Before the insurance commences, elipsLife signs a guarantee for the Dutch Tax and Customs Administration. We send this guarantee to the Dutch Tax and Customs Administration.

13.2 Revoking the guarantee at the end of the contract

If the contract is terminated, we revoke the guarantee.

13.3 Revoking the guarantee

We may revoke our guarantee with the Dutch Tax and Customs Administration inspector

The insurer may revoke the guarantee if:

- a) the premium(s) are not paid punctually;
- b) you do not comply with the arrangements made with the UWV;
- c) the UWV makes it mandatory for the insurer to pay the WGA benefits because the policyholder has failed to comply with its obligations, to do so in full or on time;
- d) you have intentionally misled us;
- e) you fail to comply with your duties pursuant to these general terms and conditions.

The guarantee then ceases to apply as from the date on which the Dutch Tax and Customs Administration inspector receives notice it has been revoked. The guarantee also ceases to apply as from the date on which you are declared insolvent, the debt restructuring scheme for natural persons is declared applicable to you, or you cease to be an employer.

13.4 Guarantee and termination

The guarantee continues to apply for employees who were sick before the Dutch Tax and Customs Administration received the written notice of termination

The guarantee continues to apply after the notice of termination for the payment of obligations under the employer's WGA internal risk-bearing capacity if these two conditions are met:

- a) the employee became ill before the date on which the guarantee ceased to apply because of written notice of termination by the bank or insurer;
- b) on the date that the employee became ill, he was employed by the employer, or he became ill within four weeks of the end of his employment and Article 46 of the Sickness Benefits Act applies.

Article 14 Recourse

14.1 Incapacity for work caused by another party

You may recover any loss if another party is liable

If an employee's incapacity for work 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 will keep us informed of any developments. If the other party reimburses the loss, you should let us know immediately. You will provide us with all of the information and every assistance to facilitate recovery from the third party who is liable. If we consider it necessary, you must also assign your claim to us. We may call upon a third party to facilitate the recovery of any loss and/or expenses. You must cooperate fully in this regard.

14.2 The benefit as an advance

If you can recover the loss from another party, the benefit will be an advance

As soon as the other party compensates you for all or part of your loss and expenses, you must forward all or part of the benefit to us.

Premium

Article 15. Determination of premiums

15.1 Payment

You pay the premium on 1 January of each year

You will receive an invoice from us for this purpose during December of the previous year. You pay in advance, thus for the coming year. If we have agreed a different payment date with you, this will be specified in the insurance contract.

Your premiums will be based on your wage and salary bill, and your premium rate.

We act every insurance year on the basis of the last wage and salary bill known to us and the applicable premium rate.

You will receive the final bill upon receipt of your definite wage and salary bill.

We will receive your definite wage and salary bill in the second quarter of the year following the insured year.

15.2 Non-payment or late payment

If you fail to pay or pay late, you are not insured

elipsLife's payment period is 30 days. This applies to payment of the premium and additional invoices. If you do not pay, the insurance cover stops. We will send you one reminder before the cover stops. 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. Once you have paid any premiums that are in arrears, your insurance will be activated again. If you fail to meet a stipulated deadline by more than three months, we may also decide against reactivation.

If the insurance is stopped because you have not paid 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.

Revision of rates and/or terms and conditions

Article 16 Revision of rates and terms and conditions

16.1 Interim alterations

We may make interim alterations to the premium or the terms and conditions

We may alter the premium or the terms and conditions only if the law, regulations or other rules change and if that affects how this insurance works.

16.2 Rejecting an interim alteration

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

You will receive a letter from us if an interim alteration occurs, detailing what we are altering and when it will 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 alteration, the insurance contract will stop when the interim alteration takes effect. If you do not let us know within the 60-day time limit, we will assume that you agree to the interim alteration.

Other provisions

Article 17 Risk of terrorism

Are you insured for incapacity for work due to terrorism?

You are insured for terrorism only if the 'terrorism cover' clauses schedule is part of the insurance contract. We have re-insured loss due to terrorism with the Dutch Terrorism Risk Reinsurance Company [*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden 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 18 Currency and applicable law

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

Article 19 Protection of personal data

19.1 Privacy

We treat all data relating to you and the employees as confidential

We use these data to:

- a) assess and accept potential and current policyholders, potential and current employees and former employees;
- b) conclude and perform insurance contracts;
- c) maintain our relationship with policyholders, potential and current employees and former employees;
- d) make and receive payments;
- e) protect us and other banks and insurers against 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 necessary;
- c) object against the further processing of personal data or request the processing to 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*]. The full text can be read 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.

19.2 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 20 Complaints and disputes

Please let us know if you have a complaint about how the insurance was taken out or is provided.

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

Elips Life AG
P.O. Box 282
2130 AG Hoofddorp
Telephone no. +31 (0)20 75 59 800
Email: klachten@elipslife.com

If we are unable to resolve the matter together, you may turn to a court of law.

A court will then decide whether your complaint is well-founded or not and whether we have dealt with your complaint properly or not.

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.