

General Terms and Conditions MO-I

Insurance of mortality benefits

June 2019 version

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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 Triesen, Liechtenstein. The Dutch office is located in Hoofddorp.

1.2 You / your

The policyholder: the legal entity with which we have concluded the insurance contract.

1.3 Insured party

The employee employed by you and who does the work that he has agreed with you in a contract. 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 Beneficiary

The person for whom the benefit is intended. The insurance contract states which person is the beneficiary. This can be a company (legal person) or an individual (natural person). If a partner or child of the insured person is the beneficiary, we mean:

Partner:

- a) the insured person's spouse or registered partner;
- b) the unmarried person with whom the insured person runs a joint household on a long-term basis. That person may not be related by blood or marriage to the insured person in the direct line. We recognise that there is a long-term and joint household if:
 1. a cohabitation contract has been recorded by a civil-law notary; or
 2. there is proof that the insured person has been registered at the same address as his partner for a period of six months or longer.

An insured person can only have one partner.

Child:

the insured person's legitimate children.

Heir:

The persons who are the statutory heirs of the insured person under the Dutch Civil Code. It is irrelevant whether they accept or reject all or part of the inheritance, or to what extent they are entitled to the inheritance.

1.5 Mortality benefit

The amount we pay when an insured person dies during the term of this insurance contract. You will find this amount in the insurance contract.

1.6 Liability

The maximum amount that we insure for each insured person. This maximum is the sum of all insured amounts for each insured person, of all insurance contracts between you and us. You will find this amount in your insurance contract. You cannot insure the insured persons for an amount in excess of the liability.

1.7 Statement

A statement is a list of all insured persons. We will provide you with a form that you can complete for this purpose.

1.8 Location

A building or group of buildings connected to each other by a passage. A parking garage or ventilation system is an example of a passage.

1.9 Employee

Someone who is employed by you, does work for you, and receives a salary for that purpose. Trainees do not fall under the definition of employee. Directors and major shareholders are also not employees.

1.10 Insurance contract

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

Article 2 General

2.1 Purpose of the insurance

If an insured person dies, his surviving relatives receive a benefit

If an insured person dies during the term of this insurance, his surviving relatives will receive a lump sum payment.

2.2 Our agreements

We have committed all our agreements with you to paper

We will provide you with two or three different documents. These documents contain all the agreements we make with you about your insurance policies. Any verbal agreements or agreements in other documents are no longer applicable. You will always receive the insurance contract and the terms and conditions. You will receive the special terms and conditions only for certain types of insurance.

Order of importance

This insurance contract takes precedence over the special and general terms and conditions. The Special Terms and Conditions take precedence over the general terms and conditions. For example, if the insurance contract and general terms and conditions contradict each other, the provisions of the insurance contract will apply.

2.3 Changes to the arrangement

Let us know if anything important changes in relation to the cover.

The insurance contract is the basis for the cover. We assume that the cover will not change. However, if something changes and that has consequences for the cover, we will talk to you again about the terms and conditions. We will then work with you to see whether we can continue with the insurance or need to adapt the terms and conditions. If we choose to amend this insurance contract, the amendment will apply only if we agree to it and have confirmed this to you in writing.

Insured parties and acceptance

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.

The insurance stops automatically in the event 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 are allowed to cancel it 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

By this we mean 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 Offer and acceptance of mortality risks

4.1 Notification and acceptance of insured persons in the event of compulsory participation

You must notify us of all insured persons

The insured persons are your employees.

We automatically accept all those insured persons up to the free acceptance limit.

The free acceptance limit is an amount that we agree with you. You will find this amount in your insurance contract.

The insured persons are insured up to no more than the liability

You cannot insure the participants for an amount in excess of the liability. The maximum amount is specified in your insurance contract.

4.2 Notification and acceptance of insured persons in the event of voluntary participation

We accept all voluntary insured persons who register themselves on time

If employees are not obliged to take out this insurance, yet wish to be insured, they must register at their employer. The employer must give us notice of them within one month of:

- a) the start of this insurance;
- b) the employee taking up employment;
- c) the employee marrying or becoming a partner.

4.3 Insurance above the free acceptance limit

We will insure an insured person above the free acceptance limit after medical information has been submitted

We may request a health declaration or an examination by a general practitioner or internist. This is explained in the document 'Medical guarantees', which can be obtained from the 'Downloads' section of our website. We are also allowed to have an additional examination performed and to 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 may increase the premium and additional conditions could apply. We may also decide to exclude participation.

4.4 Persons who change their mind and late applications

These employees must also submit medical information

A person who has changed his mind is someone who initially did not want or only wanted to be partially insured for death, but now wishes to be insured or to be insured for a higher amount. In that case, we are also allowed to have an additional examination performed and to request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the mortality risk is greater, we may increase the premium and additional conditions could apply. This also applies to late applications.

4.5 Expansion due to merger or acquisition

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

We will first make written agreements with you for the insurance of these new employees.

4.6 Risks not covered by this insurance

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

If you have paid premium for risks which are not covered by the insurance or by the terms and conditions, or if you have paid premium for insured persons whom we should not have been accepted, and we have received this premium, we will still not insure the risks in question. We will refund the excess premium that you have paid.

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

This also applies in the event of an automatically accepted increase in income.

If a medical examination is required, the insurance only applies afterwards.

We will notify you in a letter or e-mail when the insurance commences. We will then also send you the insurance conditions.

5.2 Insured and uninsured

The insured person is covered up to the amounts that we agree with you

You will find these amounts in the insurance contract.

We do not pay for insured persons if it transpires they were already dead at the start of the insurance

It does not matter whether or not you knew that the insured person had already died.

You are not insured for costs relating to legal liability

If you or an insured person are legally liable for something and must incur costs as a result, we will not reimburse you. For example, in case of compensation or a fine that you have to pay in court.

An insured person is no longer insured if:

- a) you stop the insurance contract for this insured person or all insured persons;
- 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 reaches termination age. Details of the termination age are included in the insurance contract.

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. You then have the following choices:

- a) You allow the insurance contract to continue. You accept the consequences referred to in the letter.
- b) You consult with us in order to amend the insurance contract.
- c) You cancel the insurance contract. You can limit the cancellation to the insured person whose life was covered by the insurance.

If you deliberately mislead us with incorrect or incomplete information, we may 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, this will have consequences for the benefits

If an insured person dies and it appears that we have not received all relevant information, the following provisions will apply:

- a) We simply pay the benefit. We will do this if the incorrect or incomplete information is not important for the assessment of the risk that has occurred.
- b) 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.
- c) If we had received all the correct and/or complete information and would have agreed other conditions on that basis, we will only pay as though these conditions had been included in the insurance contract.
- 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 Statement

You must send us a statement within one month of the following situations:

- a) At the start of the contract;
- b) 1 January of each year the contract is in force;
- c) Commencement of employment of a new insured person;
- d) End of employment of an insured person.

We may increase the premium by a maximum of 5% if you submit the annual statement after 1 March

If your contract is profit-sharing that year, we will not take the premium increase into account for the profit-sharing calculation.

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.

7.3 Incorrect settlements

We rectify incorrect settlements in the subsequent settlement

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

7.4 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 8 Exclusions

We do not pay if the insured person dies:

- a) due to a crime committed by a beneficiary for which the beneficiary has been convicted under criminal law;
- b) by suicide or the consequences of an attempted suicide, within one year of the start of this insurance policy.
However, if participation is compulsory, we will pay out in the event of death by suicide or the consequences of an attempted suicide.
- c) during or as a result of participating in a foreign armed service;
- d) during or as a result of acts of war in which the insured person was actively involved;
- e) as a result of acts of war in an area outside the Netherlands, where the insured person was at that time. This exclusion applies if that area was already in a state of war when the insured person knowingly entered this area;
- f) as a result of acts of war in an area outside the Netherlands, where the insured person was at that time. When the insured person knowingly entered the area, it was not yet at war. However, when war broke out, the insured person ignored the instructions of the Dutch or local government. He did not leave the area in time, although he had the opportunity to do so;
- g) as a result of a nuclear reaction, irrespective of how this arises;
- h) 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 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.
- i) by being in an area designated as an orange or red code area by the Dutch government. The rules in this regard are set out in Article 14 of these general terms and conditions.

We will pay if the insured person dies:

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.

Article 9 Maximum liability per event

9.1 Paying the maximum amount

We pay a maximum of €50,000,000 (fifty million euros) per event

This is a total amount that we pay for all your insurance policies with us. We can also agree another maximum amount with you. You will find this amount in the insurance contract.

We pay the maximum amount in the following situations:

- a) Several insured persons die as a result of one event.
- b) Several insured persons die as a result of a series of connected events. We will pay for insured parties who die within one year of the first event in the series. We determine the date of the first event. We refer to a series if:
 1. the events have the same cause; or
 2. the events are the result of circumstances that have persisted for a long time; or
 3. the events are the result of recurring circumstances; or
 4. the events are the result of circumstances relating to each other; or
 5. the events collectively form a systematic whole, even if they occur in different places and at different times.

If €50,000,000 is not enough, we will reduce the payment for each beneficiary

We then reduce the benefits proportionately, as follows:

Step 1: $50,000,000 / \text{the total amount of all benefits to which the beneficiaries are entitled.}$

Step 2: We multiply the result of step 1 by the individual, full benefit for each beneficiary.

9.2 Increasing the maximum amount

We can increase the maximum amount for each location

If you can provide us with a list of the insured parties and the postal code showing each location where they are based during working hours, we will see if we can increase the maximum amount. This can be done for each building or group of buildings connected to each other by a passage. A parking garage or ventilation system is an example of a passage.

Article 10 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 may opt not to pay the benefit, or only to pay a partial benefit. If you have deliberately misled us, you will not receive any benefit.

Provision of insurance

Article 11 Notification of death, payment of death benefit and surviving dependants' benefits

11.1 Death of an insured person.

You must notify us as soon as possible if an insured person dies

We need the following in each case:

- a) valid proof of death;
- b) a copy of each beneficiary's bank statement;
- c) a copy of each beneficiary's identification document;
- d) a completed 'death benefit form'. (You can find this form at www.elipslife.com/nl).

Please also enclose any documents that you know or think we will need to arrange the benefit.

11.2 Start of the benefit entitlement

We pay the death benefit directly to the beneficiary or beneficiaries after receipt of the documents listed in Article 11.1.

11.3 Late claims

Request a benefit within three years

When an insured person dies, you can claim the death benefit. If you do not file a claim within three years, we will no longer pay the death benefit as the right to this benefit will then have prescribed.

11.4 Payments abroad

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

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

11.5 Levies and revision interest

We may set off government levies and revision interest against the future benefit payment

If we have already paid benefits, we may recover the levies and revision interest from the beneficiary. The beneficiary must repay us the amount as quickly as possible after our request.

Premium

Article 12 Determination of the insurance premium

12.1 Determining the premium

We determine the premium

We agree a premium rate with you for this purpose. We take into account all policy conditions and additional conditions that could apply on medical grounds. We determine the premium based on the age of an insured person when the insurance starts. Our calculation is done in whole years. We then adjust the premium on 1 January of each year based on the insured person's age at that time, again taking into account all policy conditions and additional conditions that could apply on medical grounds.

12.2 Notification of changes

Changes in the group of insured persons must be communicated as soon as possible.

These changes will affect your premium. You can read more about your obligations to send information in Article 7. We use this information to calculate your premium. At the end of a calendar year, we set off your premium against the advance premium you have paid. You will either receive a refund or need to pay in.

12.3 Group changes

We can agree that you only need to communicate group changes

In that case, you will not communicate each individual change in the group of insured persons on a monthly basis. Article 12.2 will then not apply to you; this Article 12.3 will apply instead. If we agree this with you, it will be specified in the insurance contract.

A change is considered to be a group change if:

- a) the change applies to at least 5% of the total group of insured persons;
- b) to at least five insured persons; and
- c) the change takes effect at the same time for the whole group. Changes that take effect on 1 January do not count. Early cancellations or new insurance policies taken out in the interim are regarded as a group change.

In the event of group changes, we calculate a new premium for each part of the year.

The premium you pay for the part of the year after the change is different from for the part before it.

Article 13 Premium payments

13.1 Payment

You pay the premium on 1 January of each year

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

Your advance premium is based on the number of insured persons on the payment date

Your advance premium is based on the known data in our records at that point in time. After the end of each calendar year, we calculate the definitive premium and set it off against the advance premium. You will then 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.

13.2 Non-payment or late payment

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

This applies to payment of the premium as well as to additional invoices. 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.

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.

If the premium changes because of a change in the group of insured persons, we will make that adjustment immediately.

You can read more about this in Article 12.

Change of the risk

Article 14 Changes of the risk

14.1 Insured abroad

If the employee works or is travelling in a dangerous area, there are consequences for this insurance

In that case we are allowed to stop the insurance for that insured person or change the premium and conditions. We determine whether an area is dangerous by studying the government's travel recommendations. The government uses colour codes:

- Green: No particular risks to safety;
- Yellow: Please note, risks to safety;
- Orange: Only essential trips;
- Red: Do not travel to this area.

More information is available at rijksoverheid.nl/onderwerpen/reisadviezen. We base our decision on the colour code on the first day that the insured person stays in the area.

Employees who work in an area with a green or yellow code are insured

There are no consequences for this insurance.

Employees who work in an area with an orange or red code are not insured

This applies unless we have made different agreements with you. In that case we are allowed to impose other conditions or demand a different premium for these insured persons.

If the colour code changes while the employee is in a particular area, the following rules will apply:

If the colour code changes from green or yellow to orange or red, the insured person will have four weeks to leave the area. He will still be insured during those four weeks. After that, he will no longer be insured.

If the colour code changes from orange or red to green or yellow, the employee will be insured again.

If an employee dies abroad, we will always check the colour code

You must provide us with all the information we need.

14.2 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 prematurely, or to amend the terms and conditions and/or 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, demerger or other such changes;
- d) The number of employees or your total wage and salary bill increases by 20% or more within one insurance year;
- e) The policyholder changes or completely ceases the business activities;

- f) The policyholder's business location is no longer in the Netherlands.

Revision of rates and/or terms and conditions

Article 15 Revision of rates and terms and conditions

15.1 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 only make interim changes to the premium or terms and conditions if there is a good reason for doing so, for example, if the law, regulations or other stipulations change and that has a major effect on how our insurance policies work.

An interim change does not apply to beneficiaries of deceased insured persons.

If a beneficiary already receives a benefit from us, the conditions will not change for him.

15.2 Rejection of interim change

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

In case of an interim change, we will send you a letter 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 16 Risk of terrorism

You are insured for death caused by terrorism

However, this only applies 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 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 17 Currency and applicable law

The monetary amounts in this insurance contract are in euros.
This insurance contract is subject to Dutch law.

Article 18 Protection of personal data

18.1 Privacy

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

We use that data to:

- a) assess and accept potential clients;
- b) conclude and perform insurance contracts;
- c) maintain relationships with clients;
- 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 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 [*Gedragscode 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 consulted 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.

18.2 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 nonetheless contravene these rules, we will not be liable for that.

Article 19 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 no. +31 (0)20 75 59 800
Email: klachten@elipslife.com

If we are unable to resolve the matter 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) can also always take the matter to court

This would be possible, for example, if you or the insured person disagree with us or 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.