

Special Terms and Conditions governing WIA insurance

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governing WIA insurance

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General

These special terms and conditions apply if:

- a. this is stated in your insurance or reinsurance contract;
- b. the participant is insured or reinsured under the WIA Work and Income (Capacity for Work) Act [Wet werk en inkomen naar arbeidsvermogen; WIA];
- c. the participant is insured or reinsured for a WIA top-up, WGA follow-up shortfall, WIA foundation, WIA basic pension or for the waiver of premiums to accrue old age pension, or a combination of these insurances.

These special terms and conditions prevail over the general terms and conditions. The insurance or reinsurance contract prevails in turn over the special terms and conditions. The contract also stipulates whether you have insurance or reinsurance. Any reference in these terms and conditions to the word 'insurance' includes reinsurance. If something applies only to reinsurance, this will be mentioned.

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 from Ruggell in 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 Participant

The employee whom you employ and who does the work that they have agreed with you in a contract. A participant:

- a. is obliged to be insured under the Work and Income (Capacity for Work) Act (WIA); and
- b. has entered into a pension agreement with you. An occupational disability pension and/or waiver of premiums in case of incapacity for work is/are part of this pension agreement.

In case of reinsurance:

The employee who is employed by the employer affiliated to the fund. A participant:

- a. is obliged to be insured under the Work and Income (Capacity for Work) Act (WIA); and
- b. has entered into a pension agreement with an employer affiliated to you. An occupational disability pension is covered by that pension agreement.

1.4 WIA wage limit

Maximum annual WIA benefit basis The maximum daily wage under the WIA multiplied by 261. We work on the statutory WIA wage limit that applies on 1 January of the year used to determine the insured salary.

1.5 WIA benefit

A benefit under the Work and Income (Capacity for Work) Act (WIA).

The WIA consists of:

- a. the Return to Work (Partially Disabled Persons) Regulations [Regeling werkhervatting gedeeltelijk arbeidsgeschikten] (WGA) as referred to in the WIA;
- b. the Fully Disabled Persons Income Scheme [Regeling inkomensvoorziening volledig arbeidsongeschikten] (IVA) as referred to in the WIA.

1.6 Pay-related WGA benefit

Under the WIA, a participant receives a pay-related benefit if they are incapacitated. To determine the amount of any pay-related WGA benefit, we look at the salary that the participant earned before they became incapacitated. A participant receives a pay-related benefit after they have been incapacitated for at least 104 weeks.

1.7 WGA follow-up benefit

Under the WIA, a participant receives a follow-up benefit if they are partially incapacitated and earn less than half the amount that a UWV occupational consultant deems they are still capable of earning. A follow-up benefit is based on the minimum wage.

1.8 WIA indexation

The amount of the WIA benefit may be adjusted every year. We will also adjust the WGA follow-up shortfall benefit based on that.

1.9 First day of illness

The first working day on which the participant does not work due to illness or another problem. It does not matter whether that is a whole day or if the participant stopped working during the day. The first day of illness is the first day of the waiting period. The UWV specifies the first day of illness in the WIA award decision.

1.10 Reinsurance

Reinsurance applies if a pension fund ensures that its participants receive a benefit if they are incapacitated for work and if this pension fund insures the financial risks that this involves with another party.

1.11 Qualifying income

We use the qualifying income to check that the income during incapacity, added to the benefit from the insurance, does not result in a higher income than before incapacity. The qualifying income is the insured salary. If a benefit is indexed, the qualifying income increases every year on 1 January. The insurance contract and the pension regulations specify whether indexation applies and, if so, the associated indexation rate.

1.12 Insured salary

You will find the description of the insured salary in the insurance contract and the pension regulations. We use the insured salary to calculate the amount of a benefit.

1.13 Income

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

1.14 WIA daily wage

We work on the basis of the daily wage mentioned in the award made by the Employee Insurance Agency [Uitvoeringsinstituut Werknemersverzekeringen] (UWV). This is based on the WIA.

1.15 Theoretical degree of incapacity for work

The extent to which the UWV assesses a participant as being incapacitated for work based on the positions that the participant can theoretically hold and with which they can earn the most income. To determine the degree of incapacity for work, a comparison is then made between the salary the participant earned prior to their illness and the salary of the middle of the three theoretical positions with the highest salary. The difference between these is the degree of incapacity for work.

1.16 Practical degree of incapacity for work

The extent to which a participant is incapacitated for work based on the actual income that someone earns. The UWV or we calculate this percentage by comparing the actual income with the salary that the participant earned prior to their illness. The formula reads:

$$IFW\% = (((WIA \text{ daily wage} \times 21.75) - / - \text{monthly income}) / (WIA \text{ daily wage} \times 21.75)) \times 100\%.$$

Article 2. Top-up insurance

2.1 Types of top-up insurance

This insurance supplements the incapacitated participant's WGA and/or IVA benefit after the waiting period.

The employer can choose from three variants:

- WIA top-up insurance, which supplements WGA or IVA benefits;
- WGA top-up insurance, which only supplements a WGA benefit;
- IVA top-up insurance, which only supplements an IVA benefit.

You will find which variant is insured in your insurance contract.

2.2 General

The income above the WIA wage limit is insured

This insurance is for those of your employees whose annual salary exceeds the maximum annual WIA wage limit.

2.3 Purpose of the insurance

A participant receives a benefit if they become incapacitated for work

If a participant loses income due to incapacity for work, they will receive a benefit to supplement their income. This insurance will only pay if the participant is still at least 35% incapacitated after the waiting period.

2.4 Start of the benefit

The entitlement to top-up pension starts after the end of the waiting period

The entitlement to payment of a top-up pension arises on the first day on which the participant receives a WIA benefit that we supplement under the option you have chosen, unless the benefit concerned is what is known as an early IVA benefit. In case of an early IVA benefit, our benefit starts no earlier than 104 weeks after the first day of illness.

Ensure that we receive a copy of the award decision

Ensure that we receive a copy of the UWV's decision as soon as possible. Based on the decision, we assess whether a participant is entitled to a top-up pension. We cannot assess and grant that entitlement based solely on an advance decision of the UWV.

2.5 Amount of the top-up pension benefit

We calculate the top-up pension on an annual basis using this formula:

$$A \times B \times (C - D)$$

A: Benefit rate

B: Pension rate

C: Insured salary

D: WIA wage limit

Benefit rate

The degree of incapacity for work determines the benefit rate. This table shows which benefit rate applies in relation to the degree of incapacity for work. A different table may have been agreed with you. This table then appears in your insurance contract and the pension regulations. The most common table is:

Degree of incapacity for work determined by the Employee Insurance Agency (UWV)	Benefit rate of the insured top-up pension
Less than 35%	0%
35%-45%	40%
45%-55%	50%
55%-65%	60%
65%-80%	72.5%
80-100%	100%

Pension rate

You will find the pension rate in your insurance contract and the pension regulations. The pension rate is usually 70%.

2.6 Indexation of the benefit

The benefit can be increased annually

If we agree that with you, we will increase the benefit in January each year. We call this increase indexation. The insurance contract and the pension regulations state whether we increase the benefit and, if so, by which percentage.

2.7 Change in incapacity for work

We adjust the top-up pension if there is a change in the degree of incapacity

We work on the degree of incapacity that the UWV has determined. We adjust the top-up pension from the date of the change.

2.8 Benefit in case of income

Does an incapacitated participant have income?

We take income during incapacity for work into account like the UWV. If the practical degree of incapacity is lower than the theoretical degree of incapacity, we pay in accordance with the lower percentage.

We will pay in accordance with the percentages from the table in your insurance contract and the pension regulations but based on the adjusted degree of incapacity.

The participant must provide information about all their income if we request it

We consult the UWV's Status of Incapacity Benefit (SIB) to assess income data. We may also request a participant to provide a copy of their income tax return. The participant must then send this to us.

2.9 Measures taken by the UWV

A participant will receive a smaller or no top-up pension in the case of any measure

The UWV can impose a measure on a participant under the WIA or the Social Security Acts (Measures) Decree [Maatregelenbesluit socialezekerheidswetten]. If a measure is imposed, the participant will receive no, or a partial, WIA benefit. This would be the case, for example, if the participant fails to comply with their reintegration obligations. We use the duration and extent of the measure imposed by the UWV as a basis. We also adjust the top-up pension benefit accordingly.

You or the participant must notify us of the measure

If a measure has been imposed on a participant, you or they must notify us accordingly. You or the participant must do this within one week of the UWV imposing the measure.

2.10 Waiver of premiums in case of incapacity for work

A participant receives a waiver of premium payments after the top-up pension starts

If a participant receives a benefit under this insurance, they need not pay any premium on the portion of the top-up pension that they receive.

2.11 End of the benefit payment

Payment of the top-up pension will stop on:

- a. the day on which entitlement to the WIA benefit that we supplement under the option you have chosen ceases;
- b. the date on which a measure is imposed on the participant under the WIA or the Social Security Acts (Measures) Decree. We also take account of the duration and extent of the measure;
- c. the day after the agreed end date of the benefit payment to the participant. This end date is stipulated in the insurance contract and the pension regulations;
- d. the date on which the participant dies. However, a final benefit payment will still follow. The amount of the final benefit is the amount of one monthly benefit as applicable on the date of death.

2.12 No entitlement to the benefit

The participant is not entitled to a benefit if:

- a. The first day of illness falls before the date on which this insurance became applicable for the insured person. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for this purpose;
- b. you have not paid all of the premiums for this insurance by the time the top-up pension commences;
- c. the participant is subject to a waiting period and fails to comply with their obligations (in relation to reintegration or otherwise). In that case, the participant will not be entitled to a salary in accordance with the Dutch Civil Code. The insured person has these obligations under:
 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 grounds for exclusion under the WIA apply.

2.13 Maximum benefit

We will supplement the income up to the qualifying income

A participant has their missed income supplemented to no more than the qualifying income. Our calculation is based on the entire income. In some cases we ask for a copy of their income tax return. The participant must then give this to us.

Article 3. Foundation insurance

3.1 Types of foundation insurance

This insurance supplements the incapacitated participant's WGA and/or IVA benefit after the waiting period.

The employer can choose from three variants:

- WIA foundation insurance, which supplements WGA or IVA benefits;
- WGA foundation insurance, which only supplements a WGA benefit;
- IVA foundation insurance, which only supplements an IVA benefit.

You will find which variant is insured in your insurance contract.

3.2 General

The portion of the income up to the maximum WIA wage limit is insured

This insurance is for your employees. The amount of the insured salary is capped at the WIA wage limit.

3.3 Purpose of the insurance

A participant receives a benefit if they become incapacitated for work

If a participant loses income due to incapacity for work, they will receive a benefit to supplement their income. This insurance will only pay if the participant is still at least 35% incapacitated after the waiting period.

3.4 Start of the benefit

The entitlement to foundation pension arises after the end of the waiting period

The entitlement to payment of the foundation pension arises on the first day on which the participant receives a WIA benefit that we supplement under the option you have chosen, unless the benefit concerned is what is known as an early IVA benefit. In case of an early IVA benefit, our benefit starts no earlier than 104 weeks after the first day of illness.

Ensure that we receive a copy of the award decision

Ensure that we receive a copy of the UWV's decision as soon as possible. Based on the decision, we assess whether a participant is entitled to foundation pension. We cannot assess and grant that entitlement based solely on an advance decision of the UWV.

3.5 Benefit amount

We calculate the foundation pension on an annual basis using this formula:

$$A \times B \times C$$

A: Benefit rate

B: Pension rate

C: Insured annual salary

Benefit rate

The degree of incapacity for work determines the benefit rate. This table shows which benefit rate applies in relation to the degree of incapacity for work. A different table may have been agreed with you. This table then appears in your insurance contract and the pension regulations. The most common table is:

Degree of incapacity for work determined by the Employee Insurance Agency (UWV)	Benefit rate of the insured foundation pension
Less than 35%	0%
35%-45%	40%
45%-55%	50%
55%-65%	60%
65%-80%	72.5%
80-100%	100%

Pension rate

You will find the agreed pension rate in your insurance contract. The pension rate is usually 10%.

3.6 Indexation of the benefit

The benefit can be increased annually

If we agree that with you, we will increase the benefit in January each year. We call this increase indexation. The insurance contract states whether we increase the benefit and, if so, by which percentage.

3.7 Change in incapacity for work

We adjust the foundation pension if there is a change in the degree of incapacity

We work on the degree of incapacity that the UWV has determined. We adjust the foundation pension as from the date of the change.

3.8 Benefit in case of income

Does an incapacitated participant have income?

We take income during incapacity for work into account like the UWV. If the practical degree of incapacity is lower than the theoretical degree of incapacity, we pay in accordance with the lower percentage. We will pay in accordance with the percentages from the table in your insurance contract and the pension regulations but based on the adjusted degree of incapacity.

The participant must provide information about all their income if we request it

We consult the UWV's Status of Incapacity Benefit (SIB) to assess income data. We may also request a participant to provide a copy of their income tax return. The participant must then give this to us.

3.9 Maximum benefit

We will supplement the income up to the qualifying income

A participant has their missed income supplemented to no more than the qualifying income. Our calculation is based on the entire income. We may also request a participant to provide a copy of their income tax return. The participant must then give this to us.

3.10 Measures taken by the UWV

A participant will receive a smaller or no foundation pension in the case of any measure

The UWV can impose a measure on a participant under the WIA or the Social Security Acts (Measures) Decree [Maatregelenbesluit socialezekerheidswetten]. If a measure is imposed, the participant will receive no, or a partial, WIA benefit. This would be the case, for example, if the participant fails to comply with their reintegration obligations. We use the duration and extent of the measure imposed by the UWV as a basis. We also adjust the payout of the foundation pension accordingly.

3.11 Waiver of premiums in case of incapacity for work

A participant receives a waiver of premium payments after the foundation pension starts

If a participant receives a benefit under this insurance, they need not pay any premium on the portion of the foundation pension that they receive.

3.12 End of the benefit payment

Payment of the foundation pension will stop on:

- a. the day on which entitlement to the WIA benefit that we supplement under the option you have chosen ceases;
- b. the date on which a measure is imposed on the participant under the WIA or the Social Security Acts (Measures) Decree. We also take account of the duration and extent of the measure;
- c. the day after the agreed end date of the benefit payment to the participant. This end date is stipulated in the insurance contract;
- d. the date on which the participant dies. A final benefit payment will follow. The amount of the final benefit is the amount of one monthly benefit as applicable on the date of death.

3.13 No entitlement to the benefit

The participant is not entitled to a benefit if:

- a. The first day of illness falls before the date on which this insurance became applicable for the insured person. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for this purpose;
- b. you have not paid all of the premiums for this insurance by the time the foundation pension commences;
- c. the participant is subject to a waiting period and fails to comply with their obligations (in relation to reintegration or otherwise). In that case, the participant will not be entitled to a salary in accordance with the Dutch Civil Code. The insured person has these obligations under:
 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 grounds for exclusion under the WIA apply.

Article 4. WGA follow-up shortfall insurance

4.1 General

The WGA shortfall is insured

This insurance is for your employees whose annual salary exceeds minimum wage.

4.2 Purpose of the insurance

A participant will receive a follow-up shortfall benefit if they become incapacitated

If a participant loses income due to incapacity for work, they will receive a benefit to supplement their income. This insurance pays only if the participant is entitled to a WGA follow-up benefit.

4.3 Start of the benefit

Entitlement to a WGA follow-up shortfall pension starts when the participant becomes entitled to a WGA follow-up benefit

The entitlement to a WGA follow-up shortfall pension arises on the first day on which the participant receives a WGA follow-up benefit.

Ensure that we receive a copy of the award decision

Ensure that we receive a copy of the UWV's decision as soon as possible. Based on the decision, we assess whether a participant is entitled to the WGA follow-up shortfall pension. We cannot assess and grant that entitlement based solely on an advance decision of the UWV.

4.4 WGA follow-up shortfall benefit

We calculate the WGA follow-up shortfall pension on an annual basis using this formula:

$$A \times B \times C$$

A: Benefit rate

B: (insured salary - minimum wage)

C: 70%

Benefit rate

This table shows which benefit rate applies in relation to the degree of incapacity for work. The degree of incapacity for work determines the benefit rate.

Degree of incapacity for work determined by the Employee Insurance Agency (UWV)	Benefit rate of the insured WGA follow-up shortfall pension
Less than 35%	0%
35%-45%	40%
45%-55%	50%
55%-65%	60%
65%-80%	72.5%

We increase the insured salary after the commencement of benefits each year

We use the insured salary for the purpose of calculating the benefit. This is increased each year by the WIA indexation. The maximum indexation amount is agreed at the start of the insurance. The insurance contract states the maximum percentage by which we increase the benefit. If a participant is still not entitled to the WGA follow-up shortfall pension, the increase simply goes ahead. This maximum salary used in the form is capped at the maximum WIA wage limit.

Minimum wage

This is the minimum wage and minimum holiday allowance under the Minimum Wage Act [Wet minimumloon]. We work on the basis of the annual minimum wage that applies on 1 January of the year in which the participant receives a benefit under this insurance. We check the participant's age on that date. The government determines the minimum wage.

4.5 Benefit in case of income

Does an incapacitated participant have income?

We take that income during the incapacity for work into account like the UWV. If the practical degree of incapacity is lower than the theoretical degree of incapacity, we pay in accordance with the lower percentage. This means that we reduce the benefit to the same extent. We will pay in accordance with the percentages in the table in Article 4.4 but based on the adjusted degree of incapacity.

The participant must provide information about all their income if we request it

We consult the UWV's Status of Incapacity Benefit (SIB) to assess income data. We may also request a participant to provide a copy of their income tax return. The participant must then give this to us.

4.6 Measures taken by the UWV

A participant will receive a smaller or no WGA follow-up shortfall pension if a measure is imposed

The UWV can impose a measure on a participant under the WIA or the Social Security Acts (Measures) Decree [Maatregelenbesluit socialezekerheidswetten]. If a measure is imposed, the participant will receive no, or a partial, WIA benefit. This would be the case, for example, if the participant fails to comply with their reintegration obligations. We use the duration and extent of the measure imposed by the UWV as a basis. We also adjust the WGA follow-up shortfall pension benefit accordingly.

4.7 Waiver of premiums in case of incapacity for work

A participant receives a partial waiver of premium payments after a WGA follow-up benefit starts

The premium is then only owed on the salary that the participant actually still earns with their residual earning capacity.

4.8 End of the benefit payment

Payment of a WGA follow-up shortfall pension will stop on:

- a. on the day on which the entitlement to the WGA follow-up benefit stops;
- b. the date on which a measure is imposed on the participant under the WIA or the Social Security Acts (Measures) Decree. We also take account of the duration and extent of the measure;
- c. the day after the agreed end date of the benefit payment to the participant. This end date is stipulated in the insurance contract;
- d. the date on which the participant dies. A final benefit payment will follow. The amount of the final benefit is the amount of one monthly benefit as applicable on the date of death.

4.9 No entitlement to the benefit

The participant is not entitled to a benefit if:

- a. The first day of illness falls before the date on which this insurance became applicable for the insured person. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for this purpose;
- b. you have not paid all of the premiums for this insurance until the date on which the WGA follow-up shortfall pension commences;
- c. the participant is subject to a waiting period and fails to comply with their obligations (in relation to reintegration or otherwise). In that case, the participant will not be entitled to a salary in accordance with the Dutch Civil Code. The insured person has these obligations under:
 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 grounds for exclusion under the WIA apply.

4.10 Maximum benefit

We will supplement the income up to the qualifying income

A participant has their missed income supplemented to no more than the qualifying income. Our calculation is based on the entire income. We may also request a participant to provide a copy of their income tax return. The participant must then give this to us.

Article 5. Insuring the waiver of premiums for old-age pension under the Future Pensions Act (WTP)

5.1 General

The waiver of premiums for old age pension is insured

This insurance is for employees who participate in a pension scheme. This refers to a pension scheme for an old age pension.

5.2 Purpose of the insurance

A participant will have their premiums waived if they are incapacitated for work

If a participant loses income due to incapacity for work, they will receive a waiver of old-age pension premiums. We call this a premium waiver interest. A benefit under this insurance is used to pay for the participant's pension.

5.3 Start of the benefit

Payment starts as from the right to a WIA benefit

The entitlement to a waiver of premiums arises on the first day on which the participant receives a WIA benefit, unless this is an early IVA benefit. In case of an early IVA benefit, the right to a waiver of premiums starts no earlier than 104 weeks after the first day of illness.

Ensure that we receive a copy of the award decision

Ensure that we receive a copy of the UWV's decision as soon as possible. Based on the decision, we assess whether a participant is entitled to the premium waiver interest. We cannot assess and grant that entitlement based solely on an advance decision of the UWV.

5.4 Payment of premium waiver interest

We calculate the premium waiver interest on an annual basis using this formula:

$\text{Benefit rate} \times \text{annual premiums to be waived}$
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We use the benefit rates stipulated in the table for the purpose of calculation

This table shows which benefit rate applies in relation to the degree of incapacity for work. The degree of incapacity for work determines the benefit rate. A different table may have been agreed with you. This table then appears in your insurance contract and the pension regulations. The most common table is:

Degree of incapacity for work determined by the Employee Insurance Agency (UWV)	Benefit rate of the insured premium waiver interest
Less than 35%	0%
35%-45%	40%
45%-55%	50%
55%-65%	60%
65%-80%	72.5%
80-100%	100%

Annual premium to be waived

This refers to the insured annual premiums required to pay for the pension. The annual premium is calculated by multiplying the pensionable basis by the accrual rate applicable to the participant. You will find the description of the insured annual premium in the insurance contract and/or pension regulations. The exempted pension premium is paid to the pension administrator administering the pension capital accrual.

Increasing the entitlements

When we mention 'entitlements' we mean the right to future benefits. If a participant receives a premium waiver interest, we take account of an increase in entitlements only if it results from the age-related scale with premium percentages that fall under the nonretroactive effect.

5.5 Making supplementary contributions on a voluntary basis

A participant may increase the pension premium on a voluntary basis

Individual and voluntary supplementary contributions are possible under the Future Pensions Act. Supplementary contributions must remain within tax limits. The application for voluntary supplementary contributions is submitted to the pension administrator. The registration periods apply for this purpose. The premium for voluntary additional insurance is paid by the participant. The employer collects this premium from the participant and pays it to the pension administrator. If the participant is incapacitated for work, the premium for voluntary supplementary contributions is also exempted.

5.6 Limits for tax purposes

The insurance contract implements a pension scheme that remains within the limits for tax purposes

The pension scheme remains within the limits of the Wages and Salaries Tax Act 1964 [Wet op de loonbelasting 1964]. If the pension scheme nevertheless falls outside these limits, we will adapt it so that it falls within them again with retroactive effect.

5.7 Benefit in case of income

Does an incapacitated participant have income?

We take that income during the incapacity for work into account like the UWV. If the practical degree of incapacity is lower than the theoretical degree of incapacity, we pay in accordance with the lower percentage. This means that we reduce the benefit to the same extent. We will pay in accordance with the percentages in the table in Article 6.5 but based on the adjusted degree of incapacity.

The participant must provide information about all their income if we request it

We consult the UWV's Status of Incapacity Benefit (SIB) to assess income data. We may also request a participant to provide a copy of their income tax return. The participant must then give this to us.

5.8 Change in incapacity for work

If the WIA benefit rate changes, the waiver of premiums will also change

The waiver of premiums will change on the date on which the WIA benefit rate changes. We will adjust the new rate, taking Article 5.11 into account.

5.9 No payment of premiums for this insurance in case of incapacity for work

A participant may obtain a waiver of premiums

If a participant receives a benefit under this insurance because they are incapacitated for work, you will either not have to pay any premiums or only a reduced premium for this participant. The percentages that apply to the waiver of premiums for this insurance are set out in the second column of the table in Article 5.4. The degree of incapacity for work determines the waiver of premiums for this insurance.

5.10 Incapacity for work when the insurance contract is terminated

Incapacitated participants will continue to be insured if this insurance contract ends

This applies only to participants whose first day of illness is within the contract period. These participants will retain their waiver of premiums even after the termination of the insurance contract. This is called run-off cover.

5.11 Waiver of premiums after termination of the insurance contract

A waiver of premiums after the insurance contract has been terminated is subject to the same rules

- These benefits are no longer subject to any changes in the WIA. We work on the basis of the WIA applicable on the date that the insurance contract ended.
- The obligations in these insurance terms and conditions continue to apply to incapacitated participants who receive a waiver of premiums.
- We only take changes in the WIA benefit rate into account if the benefit rate decreases, or if the waiver of premiums stops completely.

5.12 Measures taken by the UWV

A participant will receive a smaller or no premium waiver interest if a measure is imposed

The UWV can impose a measure on a participant under the WIA or the Social Security Acts (Measures) Decree [Maatregelenbesluit socialezekerheidswetten]. If a measure is imposed, the participant will receive no, or a partial, WIA benefit. This would be the case, for example, if the participant fails to comply with their reintegration obligations. We use the duration and extent of the measure imposed by the UWV as a basis. We also adjust the payment of the premium waiver interest accordingly.

5.13 End of the benefit payment

Premium waiver interest payments stop on:

- a. the day on which entitlement to a WIA benefit ceases to apply;
- b. the date on which a measure is imposed on the participant under the WIA or the Social Security Acts (Measures) Decree. We also take account of the duration and extent of the measure;
- c. on the day after the agreed end date of the participant's benefit. This end date is stipulated in the insurance contract;
- d. the date on which the participant dies.

5.14 No entitlement to premium waiver interest

The participant is not entitled to premium waiver interest if:

- a. The first day of illness falls before the date on which this insurance became applicable for the insured person. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for this purpose;
- b. you have not paid all of the premiums for this insurance until the time when the premium waiver comes into effect;
- c. the participant is subject to a waiting period and fails to comply with their obligations (in relation to reintegration or otherwise). In that case, the participant will not be entitled to a salary in accordance with the Dutch Civil Code. The insured person has these obligations under:
 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 grounds for exclusion under the WIA apply.

Article 6. WIA basic insurance

6.1 General

The annual salary is insured

This insurance is for your employees. We work on the insured salary as a basis.

6.2 Purpose of the insurance

A participant receives a benefit if they become partially incapacitated for work

If a participant loses income due to partial incapacity for work, they will receive a benefit to supplement their income. This insurance will only pay out if the participant is less than 35% incapacitated after the waiting period, according to the UWV. The insurance contract specifies which cover has been agreed.

6.3 Waiting period

The waiting period for the WIA basic pension is at least 104 weeks

The waiting period for a WIA basic insurance benefit is at least 104 weeks.

- a. If you receive the UWV decision before 104 weeks has passed, the participant will not receive an earlier payment from this insurance.
- b. If the waiting period is voluntarily longer, the participant will receive payment from this insurance only after the longer waiting period.

New period of illness and new waiting period for the WIA basic pension

If a participant recovers during the waiting period, and then works all the hours under their employment contract for at least four consecutive weeks, the accrued waiting period ceases to apply. If a participant subsequently becomes ill again, this counts as a new period of illness. The waiting period for the WIA basic pension is then at least 104 weeks again.

6.4 Start of the benefit entitlement

Entitlement to a WIA basic pension starts at least 104 weeks after the first day of illness

The entitlement to the WIA basic pension benefit arises no earlier than 104 weeks after the first day of illness.

Ensure that we receive a copy of the UWV's decision

Ensure that we receive a copy of the UWV's decision as soon as possible. Based on the decision, we assess whether a participant is entitled to the WIA basic pension. We cannot assess and grant that entitlement based solely on an advance decision of the UWV.

6.5 WIA basic pension benefit

We calculate the WIA basic pension on an annual basis using this formula:

$$A \times B$$

A: Benefit rate

B: Insured salary

Benefit rate

The degree of incapacity for work determines the benefit rate. This table shows which benefit rate applies in relation to the degree of incapacity for work. A different table may have been agreed with you. This table then appears in your insurance contract and the pension regulations. The most common table is:

Degree of incapacity for work determined by the Employee Insurance Agency (UWV)	Benefit rate of the insured WIA basic pension
Less than 15%	0%
15-35%	20%
35% or more	0%

6.6 Indexation of the benefit

The benefit can be increased annually

If we agree that with you, we will increase the benefit in January each year. We call this increase indexation. The insurance contract states whether we increase the benefit and, if so, by which percentage.

6.7 Waiver of premiums

A participant receives a waiver of premiums in case of incapacity for work

If a participant receives a benefit under this insurance, they do not have to pay any premium for this insurance. This applies for the entire period of the benefit.

6.8 End of the benefit payment

Payment of a WIA basic pension will stop on:

- the date on which a participant is no longer incapacitated for work in accordance with the UWV's determination;
- the date on which a participant is 35%-100% incapacitated for work in accordance with the UWV's determination;
- the day after the agreed termination age for the benefit or the maximum benefit period. This end date is stipulated in the insurance contract and the pension regulations;
- the date on which the participant dies. A final benefit payment will follow. The amount of the final benefit is the amount of one monthly benefit as applicable on the date of death.

6.9 Variant with a benefit rate equal to the degree of incapacity for work

We also offer the WIA basic pension with a benefit rate equal to the degree of incapacity for work

In this variant, the benefit rate (A) in the formula in Article 6.5 equals the degree of incapacity for work. We offer this variant only with a shorter term of the benefit. That term is usually 7.5 years, but other terms of up to 10 years are possible. In addition, you can choose between cover from 0% and cover from 15% incapacity for work. The insurance contract sets out the choices.

6.10 No entitlement to the benefit

The participant is not entitled to a benefit if:

- a. The first day of illness falls before the date on which this insurance became applicable for the insured person. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for this purpose;
- b. you have not paid all of the premiums for this insurance until the time when the WIA basic pension commences;
- c. the participant is subject to a waiting period and fails to comply with their obligations (in relation to reintegration or otherwise). In that case, the participant will not be entitled to a salary in accordance with the Dutch Civil Code. The insured person has these obligations under:
 - 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 grounds for exclusion under the WIA apply.

6.11 Re-examination

A participant receiving benefits must cooperate in a re-examination

At the insurer's request, a benefit recipient must cooperate in a re-examination. A re-examination takes place no more than once every two years. The purpose of the re-examination is to determine whether the right to the benefit under the insurance still exists. One or more service providers to be appointed by the insurer will conduct this

examination.

6.12 Maximum benefit

We will supplement the income up to the qualifying income

A participant has their missed income supplemented to no more than the qualifying income. Our calculation is based on the entire income. In some cases we ask for a copy of their income tax return. The participant must then give this to us.