Special Terms and Conditions for WIA insurance under binding authority

Version July 2026

elipsLife
We Care

Contents

Special Terms and Conditions for WIA insurance under binding authority

General

These special terms and conditions apply if:

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

These special terms and conditions prevail over the general terms and conditions. The insurance contract takes precedence over these special terms and conditions.

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.

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. The follow-up benefit is based on the minimum wage.

1.8 WIA indexation

The UWV may adjust the amount of the WIA benefit on 1 January and 1 July every year. If we apply WIA indexation to our benefits, we do so once a year by comparing the WIA index on 1 January of the current calendar year with the WIA index on 1 January of the previous calendar year. We cap the result of this calculation at 3%.

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 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.

1.11 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. For this purpose, we use the insured salary for the calendar year in which the first day of illness falls.

1.12 Income

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

1.13 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.

1.14 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.

1.15 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 daily wage×21.75) –/- monthly income)\(WIA daily wage×21.75))×100%.

Article 2. WIA top-up insurance

2.1 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.

2.2 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.

2.3 Start of the benefit

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

The entitlement to payment of the top-up pension 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, 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.

2.4 Amount of the top-up pension benefit

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

$$\boxed{A \times B \times (C - D)}$$

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.

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%.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 End of the benefit payment

Payment of the top-up pension will 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. 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.

2.11 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 insurance taken out under binding authority;
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.

2.12 Maximum benefit

We supplement the income until no more than 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. WIA foundation insurance

3.1 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.

3.2 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.

3.3 Start of the benefit

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

The entitlement to payment of foundation pension 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, 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.

3.4 Benefit amount

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

$$\boxed{A \times B \times C}$$

A: Benefit rate
B: Pension rate
C: The insured annual salary is capped at the 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.

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%.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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 to the participant. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for insurance taken out under binding authority;
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:

$$\boxed{A \times B \times C}$$

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. 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 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. 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 to the participant. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for insurance taken out under binding authority;
b. you have not paid all of the premiums for this insurance until the time when the WGA follow-up gap 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. SME top-up insurance

5.1 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.

5.2 Start of the benefit

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

The entitlement to payment of the top-up pension 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, 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.

5.3 Amount of the top-up pension benefit

If the participant is entitled to a WGA benefit, we calculate the SME top-up pension on an annual basis using this formula:

$$\boxed{A \times B \times (D - C) + A \times (B - 70\%) \times C}$$

If the participant is entitled to an IVA benefit, we calculate the SME top-up pension on an annual basis using this formula:

$$\boxed{B \times (D - C) + (B - 75\%) \times C}$$

A: Benefit rate
B: Pension rate
C: The insured salary is capped at the WIA wage limit.
D: 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.

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 75%, 80% or 85%.

5.4 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.

5.5 Change in incapacity for work

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

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

5.6 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.

5.7 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.

5.8 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.

5.9 End of the benefit payment

Payment of the top-up pension will 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. 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.

5.10 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 to the participant. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for insurance taken out under binding authority;
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.

5.11 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 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 15% or more but 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:

$$\boxed{A \times B}$$

A: Benefit rate

B: The insured salary is capped at the 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 WIA basic pension
Less than 15%	0%
15-35%	20%
35% or more	0%

The benefit period may be chosen as 1, 2, 3, 4, 5, 6, 7, 7.5, 8, 9 or 10 years. The insurance contract sets out your choice.

6.6 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.

6.7 End of the benefit payment

Payment of a WIA basic pension will stop on:

a. the date on which a participant is no longer incapacitated for work in accordance with the UWV's determination;
b. the date on which a participant is 35%-100% incapacitated for work in accordance with the UWV's determination;
c. 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;
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.

6.8 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.

6.9 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 to the participant. We will take Articles 5.1 and 5.2 of the general terms and conditions INC-I into account for insurance taken out under binding authority;

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.

6.10 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.

6.11 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.