

General Terms and Conditions AO-R

[Verzekering van arbeidsongeschiktheidsrente] Insurance
of incapacity interest

July 2024 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 Ruggell, 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 WIA – i.e. the Work and Income (Capacity for Work) Act [*Wet werk en inkomen naar arbeidsvermogen*];
- b) has entered into a pension agreement with you. An occupational invalidity pension and/or waiver of premiums in case of incapacity for work is/are part of this pension agreement.
- c) is the insured person.

In these terms and conditions, any reference we make to 'they' means 'the participant'. We use the singular 'they' regardless of the participant's gender. We do this in order to keep the text easy to read.

1.4 Beneficiary

The person for whom the benefit is intended. In these terms and conditions, we refer to 'the participant' as the beneficiary. We do this in order to keep the text easy to read.

1.5 WIA

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

1.6 UWV

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

1.7 Incapacity for work

We refer to incapacity for work if a participant is unable, or not fully able, to perform work due to illness, an accident or other problem and the UWV confirms this within the meaning of the WIA.

1.8 Long-term incapacity for work

A participant is incapacitated for work in the long term if:

- a) the waiting period is over; and
- b) the UWV has declared the participant at least 35% incapacitated for work under the WIA; and
- c) they actually receive a benefit under the WIA on this basis.

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 also the first day of the waiting period. The first day of illness is determined by the UWV.

1.10 Waiting period

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

1.11 Incapacity interest

The right to a benefit when a participant becomes incapacitated for work in the long term. This right arises from your pension scheme. Exactly how we give shape to this right is described in the insurance contract and the special terms and conditions.

1.12 Maximum insurable amount

We insure a maximum amount for each participant. This maximum is the sum of all insured amounts for each participant, in all insurance contracts between you and us. You will find this amount in your insurance contract.

1.13 Statement

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

1.14 Employee

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

1.15 Insurance contract

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

1.16 Administration agreement

An insurance contract between an employer and an insurer to which the Pensions Act [*Pensioenwet*] applies. The purpose of this agreement is to administer the pension agreement that the employer has concluded with its employee(s). This is defined in Section 1 of the Pensions Act. In these terms and conditions, we use the term 'insurance contract'.

1.17 Service provider

An expert case manager whom we have approved or case management performed by elipsLife itself.

Article 2. General

2.1 Purpose of the insurance

A participant receives a benefit if they become incapacitated for work in the long term

If a participant loses income due to incapacity for work, they will receive a benefit to supplement their income and/or to pay old age and surviving dependants' pension premiums.

2.2 Our agreements

We make all our agreements in writing

We will provide you with two or three different documents. These documents contain all the agreements we make with you about your insurance policies. You will always receive the insurance contract and the general terms and conditions. You will receive the special terms and conditions for WIA top-up insurance only.

Order of importance

The 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 pension commitment

Let us know if anything changes in the pension commitment

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

2.4 Assigning rights

The participant cannot commute the rights under the insurance contract or assign them to another person

That means that the participant cannot:

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

2.5 Informing participants

We send the participants all the information they need

Participants receive information from us on four occasions:

- a) At the start of the insurance, each participant receives their Pension 1-2-3.
- b) Every year, each participant receives an occupational invalidity pension statement.
- c) If a participant no longer participates, they receive a termination letter.
- d) If a participant receives a pension benefit, they receive a statement of the pension benefits to which they are entitled.

Acceptance and cover

Article 3. Beginning and end of the insurance contract

3.1 Beginning and end of the insurance

The insurance start and end dates can be found in the insurance contract

Before the end date of the insurance contract, we will contact you with a new proposal. If we do not make a new proposal, we will renew the insurance contract automatically by one year after the end date. You can terminate the insurance contract on a month-to-month basis after the automatic renewal.

3.2 Terminating the insurance contract

The insurance contract can be terminated up to two months before the end date

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

In exceptional circumstances, either of us may give notice to terminate the insurance contract with immediate effect

By this we mean if either of us is put into liquidation or applies for a moratorium on the payment of debts. If such circumstances affect you or us, the party affected is obliged to inform the other party as soon as possible. We will inform you and the participants about the consequences.

Article 4. Offer and acceptance of incapacity risks

4.1 Notification and acceptance of participants if participation is mandatory

You must notify us of all participants within two months

The employer must report an employee to us within two months of:

- a) the start of this insurance;
- b) the employee becoming eligible to participate.

Consequences of late registration

If you register new participants late, we cannot send them a Pension 1-2-3 in time. We are obliged to do this by law. The supervisory authority can fine us for sending the Pension 1-2-3 late. If this happens because you failed to give us notice of the new employee on time, we will hold you responsible for any fine and/or the costs. We will charge you for these costs.

We automatically accept all participants 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 participants are insured up to the maximum amount

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

If you fail to register employees and we pay out, you will have to repay those amounts

If a participant becomes incapacitated for work, but is not registered with us, we may still have to pay out. In this case, you must repay those payments and all associated costs to us.

4.2 Medical guarantees for people who change their mind

A person who has changed their mind and an increase in the insured amount require medical data

A person who has changed their mind is someone who initially did not wish to be insured for incapacity for work, but now wants to be fully insured. A participant may also wish to be insured for a higher amount. We may request a health declaration or an examination by a specialist in internal medicine in both cases. This is explained in the document 'Medical guarantees', which can be obtained from the 'Downloads' section of our website. We may also have an additional examination performed and request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the risk of incapacity for work has increased, we may increase the premium and additional conditions could apply. We may also decide to exclude participation.

4.3 Notification and acceptance of participants in case of voluntary participation

You must give notice of a participant within two months of them registering with you

If employees are not obliged to take out this insurance, yet wish to be insured, they must register themselves at their employer within three months of:

- a) the start of this insurance;
- b) the employee taking up employment;
- c) the right to participate arising; for example, if the employee receives a salary increase.

The employer then registers the employees immediately with us, within no more than two months.

We automatically accept participants who have registered with their employer within three months 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. We automatically accept all voluntary participants who register on time.

4.4 Medical guarantees in case of voluntary participation and late registration

A participant must submit medical data if they register late

If an employee applies for this insurance after three months, we may request a medical declaration or an examination by a specialist in internal medicine. This is explained in the document 'Medical guarantees', which can be obtained from the '[Downloads](#)' section of our website. We may also have an additional examination performed and request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the risk of incapacity for work has increased, we may increase the premium and additional conditions could apply. We may also decide to exclude participation.

4.5 Increase in participants' income

We automatically accept an increase in participants' income

We accept the increase to the level of the maximum insurable amount.

We do not automatically accept an increase in participants' income if:

- a) it involves one or more salary increases of more than 25% per year;
- b) the increase relates to an earlier choice that a participant reverses;

Changes to the income of an incapacitated participant who is in the waiting period are assessed when the claim is processed.

4.6 Expansion due to a merger or acquisition

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

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

4.7 Risks not covered by the insurance

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

If we have received a premium from you for risks that are not covered by the insurance or by the terms and conditions, or for participants whom we did not wish to accept, we will not insure those risks. We will refund the excess premium that you have paid for these participants.

4.8 Registering participants who are incapacitated for work

We accept incapacitated participants under additional conditions

We work on the terms and conditions of the 'Agreement on cover for occupational invalidity pension and the waiver of premiums in pension schemes' [*Convenant over dekking van arbeidsongeschiktheidspensioen en premievrijstelling in pensioenregelingen*]. You can find this document at www.elipslife.com/nl/nld/downloads. Among other things it states that

we do not accept new participants who are already incapacitated for work on the commencement date of the insurance. If anything changes in this agreement, the change will immediately apply to you and us.

4.9 Anti-abuse provision

If the insurance is misused, no benefit will be paid

We can refuse to pay a benefit (fully or partially, permanently or temporarily) if the participant ceases or partially ceases their work activities within six months of the start of their participation. This applies if the illness or other problem was foreseeable at the start of the participation. This refusal depends on the findings of any examination we initiate into the participant's health on their admission to the scheme.

Participating in an examination

The participant must cooperate in this examination in order to qualify for a benefit. Our medical adviser will be asked to assess whether the long-term occupational invalidity is the result of the participant's health at the time of their admission to the scheme. If that is the case, no benefits or only limited benefits will be paid.

Shortened period

The above six-month period will be reduced by the period during which the participant had incapacity cover of a similar nature as that provided by this insurance immediately before the start of their participation.

Article 5. Beginning and end of the cover

5.1 From when are participants insured?

Participants are immediately covered after automatic acceptance

This also applies in case of an automatically accepted increase in income. There is cover only insofar as the participant:

- a) is incapacitated for work; and
- b) performs the work that you have agreed with them.

Incapacity for work due to an existing illness or other problem is not covered

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

If there is no automatic acceptance, the insurance applies only after the medical data is provided

We will notify you in a letter or email when the insurance commences. We will therefore let you know under which conditions we have accepted the insurance.

5.2 Insured and uninsured

The basis for this insurance is the pension agreement between you and your employees

This insurance provides cover only insofar as this follows from the pension agreement. We are never liable for more than has been agreed in the administration agreement.

A participant is no longer insured if:

- a) you stop the insurance contract for this participant or all participants;
- b) the participant no longer fulfils the conditions for participation, the insurance conditions or the conditions for participation in the pension scheme;
- c) the participant resigns, is dismissed or suspended;
- d) the participant reaches their retirement age or retires early;
- e) the participant performs work that, compared to the start of the scheme, is not usual for your organisation;
- f) the participant dies.

5.3 Paid and unpaid leave

A period of leave can have consequences for the insurance

Short-term leave paid by the employer and the statutory leave arrangements do not affect cover. For participants on long-term leave, whether paid or unpaid, maximum cover is for 18 months.

Note: if a participant falls ill during long-term leave, the first day of illness is deemed to be the first day after the end of the leave. The premium must continue to be paid during the leave.

Article 6. Duty of disclosure and consequences

6.1 Duty of disclosure

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 a participant. For this reason, you and/or the participant are obliged, before taking out the insurance (and during its term), to provide us with all the information that you and/or the participant 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.

Consequences of not providing all information

If we discover that you have not provided us with all the information, we will notify you within two months of discovering this. You will receive a letter from us, informing you which information you have not shared with us and the consequences that this has for your insurance.

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

We will do this if we would not have entered into 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 all relevant information has not been provided

If you or the insured person have failed to comply with the duty of disclosure, this will have consequences for the payment

If a participant becomes incapacitated for work and it transpires that we have not received all relevant information, the following provisions will apply:

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

6.3 Fraud

Consequences of fraud

We work on the basis of trust. However, we do closely monitor possible fraud cases.

Fraud occurs if you or a participant intentionally misleads or attempts to mislead us. As committing fraud leads to financial loss, it is in your and our interest to tackle fraud.

If fraud is suspected, we will investigate. We will comply with applicable laws and regulations for this purpose. If fraud is established, there are consequences. These consequences can include us:

- a) not paying a benefit or recovering paid benefit(s);
- b) charging the cost of investigating the established fraud;
- c) terminating the insurance policy or policies;
- d) terminating the contract(s);
- e) recording the personal data in our internal incidents register;
- f) having the personal data entered in Stichting CIS's External Reference Register (ERR);
- g) reporting the suspected fraud to the police.

Information about the Financial Institutions Incidents Warning System Protocol (FIWSP) can be found on Stichting CIS's website: www.stichtingcis.nl.

Article 7. Statements and information

7.1 Statement

You must send us a statement within two months in the following situations:

- a) at the start of the contract;
- b) on 1 January of each year the contract is in force;
- c) at the start of a new participant's employment;
- d) at the end of a participant's employment;
- e) if a change in a participant's data occurs that is relevant to the insurance, for example in case of death.

We may increase the premium by 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 documents as soon as we request them

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

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

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

Article 8. Exclusions

8.1 Excluded

A participant who is incapacitated for work will not receive any benefit in the following instances

If the incapacity for work arises or worsens due to one of the causes referred to below, it does not matter whether this is an indirect or direct consequence. The causes are:

- a) intent, deliberate or unintentional recklessness of the participant. By intent, we also mean attempted suicide.
- b) The participant participates in a non-Dutch armed service.
- c) Nuclear reactions, regardless of how they occur.
- d) Civil unrest. Civil unrest means:
 1. an armed conflict, namely any instance in which States or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict also includes 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. mutiny, namely a more or less organised, violent movement of members of any armed force, directed against the authority under whom they have been placed.

8.2 Not excluded

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

- a) civil unrest in an area outside the Netherlands. However, this applies only if the participant travelled across or through that area before the situations specified in Article 8.1d arose, or is staying in that area in order to carry out their work. The participant must then comply with the instructions of the Dutch or local authorities. This only applies if the participant was unable to leave or avoid the area on time;
- b) radioactive nuclides which, in accordance with their purpose, are outside a nuclear facility and are used or are intended to be used for industrial, commercial, agricultural, medical, scientific, educational or military or non-military security purposes, provided 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' means 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 a vessel.

Article 9. Failure to comply with obligations

Consequences of failing to fulfil your obligations under this insurance contract

If you fail to fulfil your obligations, or you do so late or only partially, and that is to our disadvantage, we may choose to hold you liable for the damage. We will recover all or part of the benefit from you.

Consequences if the participant fails to fulfil the obligations under this insurance contract

If a participant fails to fulfil the obligations, or does so late or only partially, and that is to our disadvantage, we can choose to suspend, not to pay or only to pay a partial benefit.

Implementation of the insurance

Article 10. Reporting incapacity for work

You must report any injury that may lead to incapacity for work to us as soon as possible

You must do this by no later than 42 weeks after the first day that the participant is no longer able to work due to illness or another problem. Use the 'Report form for employees who are incapacitated for work' for this purpose. You can request this form by emailing claims.nl@elipslife.com.

If the insurance is not placed directly with us, report the incapacity for work to your insurance administrator.

Consequences of late reporting

Late reporting can have financial consequences for you. If the late reporting prejudices us, we may choose to hold you liable for the loss. We will recover all or part of the benefit from you.

Article 11. Benefit in case of incapacity for work

11.1 Payment of benefits

In case of incapacity for work, we will pay in accordance with the WIA's 6-class system

We look at the UWV's award decision for the degree of incapacity for work. We also comply with the special terms and conditions and additional provisions contained in the insurance contract. If the UWV's award decision only states the remaining earning capacity and no degree of incapacity for work, we calculate the degree of incapacity for work ourselves. We then look at what the participant can still earn. We compare this with what the participant could earn before the incapacity for work. The difference between them indicates the degree of incapacity for work. The waiting period that we have agreed with you applies in any case.

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

The amount of the benefit is related to the insured salary on the relevant reference date.

A participant receives less or no benefit in case of a UWV measure

If a participant is not entitled to a WIA benefit or only to a partial WIA benefit, and is this due to a measure under the WIA Act or the Measures Decree on Social Security Acts [*Maatregelenbesluit socialezekerheidswetten*], the participant will also receive less or no incapacity benefit from us. This lasts as long as the measure is imposed on the participant by the UWV or by you if you are a WGA self-insurer. When adjusting the amount of the benefit, we follow the amount of the imposed measure.

11.2 Benefit in case of a medical exclusion

If the policy specifies a medical exclusion, we will investigate first

Based on this investigation, we determine whether or not to pay. Note: this supplements Article 13.1 of these terms and conditions. This is how we investigate:

- a) We look at how much the participant can still earn, and what they could earn before their incapacity for work. We compare these figures with each other and notify you of our decision.
- b) If we think that a further medical or occupational consultant's examination is still needed, you must ensure that the participant is examined by a doctor or an occupational consultant. We designate the doctor or occupational consultant. We may request additional medical or occupational consultant's examinations. We may also request further information from the general practitioner or attending specialist. The participant authorises us to do this. We only do this if we consider it necessary.
- c) We pay all the costs of determining the incapacity for work. The participant only pays their travel and accommodation costs.

If we believe the incapacity for work is unrelated to the excluded cause, we pay in accordance with the 6-class system.

Article 12. Obligations in case of incapacity for work

12.1 Your and the participant's obligations

These are your and participants' obligations:

- a) Report the illness or other problem to us within 42 weeks.
- b) Cooperate in order to encourage the recovery and/or the reintegration of the incapacitated participant, for example, by adapting or changing the work activities. Do not do anything that hinders the recovery or reintegration.
- c) Ensure that the UWV and/or service provider assists incapacitated participants during reintegration.
- d) Comply with the obligations laid down in the Working Conditions Act [*Arbowet*], the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet verbetering poortwachter*], the Dutch Civil Code [*Burgerlijk Wetboek*], the Sickness Benefits Act [*Ziektewet*] and the WIA.

12.2 Your obligations

In case of incapacity for work, you must provide us with all the information we need

- a) Let us know if anything changes in the incapacitated participant's situation, for example, if the participant's obligations under the WIA change. Send us all documents related to this.
- b) Let us know if the incapacitated participant recovers. It does not matter whether they have made a full or partial recovery. You should also let us know if the participant starts working again, including partially.
- c) If you are a WGA self-insurer, let us know immediately if the UWV imposes fines or other measures on you or the incapacitated participant.

12.3 Participant's obligations

The incapacitated participant must cooperate in their recovery and share information

The participant must do their utmost to recover as quickly as possible and share relevant information. Everything they do must be focused on starting work again as soon as possible. They must therefore do nothing that hinders their recovery or reintegration. If we ask them, the participant must also do the following:

- a) The participant must seek treatment as soon as possible from a qualified doctor and be supported by a service provider.
- b) The participant must cooperate if given the opportunity to reduce their incapacity for work or to start working again.
- c) The participant must provide us with all the information we need, for example income data and all relevant benefit documents that they receive from the UWV. The participant must give us permission to share that information with experts we choose. The participant must also give us the authorisations we need.
- d) The participant must send us a payroll tax statement. Alternatively, we may pay out to the policyholder. The participant then authorises us to pay the pension instalments to the policyholder.
- e) The participant must inform us immediately if they recover. It does not matter whether they have made a full or partial recovery. They must also inform us immediately if they fully or partially resume their work.
- f) The participant must inform us immediately if they start working longer or shorter hours.
- g) The participant must inform us of any changes to their home address and/or their bank account number.

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

If you fail to fulfil your obligations, this will have consequences for the benefit

If you fail to fulfil your obligations or do not do so on time, and that is to our disadvantage, we can opt not to pay out in case of incapacity for work, or only to make a partial payment. If you have deliberately misled us, you will no longer be entitled to a benefit. You will be required to repay any wrongly received benefits to us.

Article 13. Payment of the incapacity interest

13.1 Payment of benefits

We pay only if we are sure that the incapacitated participant is entitled to a benefit

We first establish that you and the participant fulfil all the benefit conditions.

13.2 Paying the participant

We pay the benefit directly to the incapacitated participant

We deduct the statutory levies and premiums from the benefit. The incapacitated participant receives a payment from us at the end of every month. If the participant is incapacitated for only part of the month, we only pay for that part. If we have overpaid, the participant must repay this as soon as possible, including if we have not withheld certain levies or premiums when we should have. A participant can also authorise us to pay the benefit to you.

13.3 An exception applies to the waiver of premiums for old age and surviving dependants' pension

We pay the benefit directly to the premium pension institution (PPI) or general pension fund (APF)

We pay the premium waiver benefit for old age and surviving dependants' pension after retirement date directly to the PPI or APF at the end of every month. If the participant is incapacitated for only part of the month, we only pay for that part. If we have overpaid, the overpayment must be refunded, including if we have not withheld certain levies or premiums when we should have.

13.4 Payments abroad

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

We can make an exception to this rule. If we give permission for the payment to be made to a foreign account, we may impose additional requirements. Examples include requirements relating to establishing the identity of the beneficiary, to tax rules, other legislation or legal enforceability. The costs of foreign transfers and additional administrative acts are payable by the beneficiary.

13.5 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 and/or recipient(s) of the benefit. The beneficiary and/or recipient(s) must repay us the amount as quickly as possible after our request.

Article 14. Reimbursement of the reintegration costs

We reimburse part of the reintegration costs

However, we do this only if you ask our prior consent to incur these costs and we have confirmed this consent in writing. These costs are not part of the normal costs for medical treatment. If you can also have these costs reimbursed on the grounds of a different contract or provision, that other contract or provision will take precedence.

Article 15. Concurrence

We do not pay if you can also receive a benefit under a different contract or provision

We do not pay if – and insofar as – the incapacity interest or waiver of premiums:

- a) is also insured by another insurance contract or other provision; and
- b) you are entitled to a benefit under this other contract or provision; or
- c) could receive a payment if this insurance contract did not exist.

The start date of that other contract or provision is irrelevant.

Article 16. Recourse

16.1 Incapacity for work caused by another party

You and the participant must recover the loss if another party is liable

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

16.2 The benefit as an advance

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

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

Article 17. Payment of benefits after termination of the insurance contract (run-off cover)

17.1 Incapacity for work when the insurance contract is terminated

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

If the participant's first day of illness falls within the contract period, the participant remains insured and the insurance contract with policy conditions continues to apply to them.

17.2 Payment of benefits after termination of the insurance contract

The payment of benefits after the insurance contract has been terminated is subject to the same rules

- a) These benefits are no longer subject to any changes in the WIA. We act on the basis of the WIA that applies when the insurance contract ends.
- b) The obligations in these insurance terms and conditions continue to apply to incapacitated participants who receive a benefit.
- c) We do take changes in the benefit rate of an occupational invalidity pension into account. It does not matter whether it increases or decreases. We take changes in the benefit rate into account for the premium waiver interest only if the rate decreases or the benefit stops completely.

Premium

Article 18. Determination of the insurance premium due

18.1 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. If we agree an age-dependent rate with you, we look at a participant's age when the insurance starts. Our calculation is done in whole years. We then redetermine the premium on 1 January of each year, again taking into account all policy conditions and additional conditions that could apply on medical grounds.

18.2 Adjusting the premium because of changes in the participants

Changes in the participants must be communicated as soon as possible

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

18.3 Adjusting the premium because of group changes

We can agree that the premium will be adjusted only because of group changes

The previous article (18.2) will then not apply to you; this article (18.3) 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 participants; and
- b) this 5% consists of at least five participants; and
- c) the change commences at the same time for the whole group. Here we mean changes during the year that commence after 1 January and that have not been reported with the annual statement.

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 the premium for the part before it.

18.4 You do not pay a premium for participants who are fully or partially incapacitated for work

You pay a premium for an incapacitated participant until the benefit commencement date

If a participant becomes fully or partially incapacitated for work, you still pay premiums for the calendar year in which the benefit starts. In the following calendar year, you do not pay any premium for this participant as long as they are incapacitated for work. If the participant is partially incapacitated for work, you will not pay any premium on that part.

18.5 Premium for participants who are no longer eligible for benefits

You do not pay a premium for participants who are no longer entitled to a benefit

These are participants who are no longer eligible for benefits as a result of:

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

18.6 No risk

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

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

Article 19. Premium payments

19.1 Payment

You pay the premium on 1 January of each year

You will receive an invoice from us during January. You pay in advance, i.e. for the following year. The payment period is within 30 days of the invoice date. If we have agreed a different invoicing and payment date with you, this will be specified in the insurance contract.

Your premium is based on the number of participants on the payment date

If you have not submitted a statement by the time we send the invoice, we will proceed on the basis of the last statement you have submitted.

You pay the premium as an advance

If you send us another statement or a supplementary statement after the premium has been paid, and your premium changes as a result, depending on the arrangements in the insurance contract, you will receive an invoice from us for this immediately or at the end of the year. You will either receive a refund or pay in. If you have to pay extra, you must do so within 30 days of the invoice date. If you are entitled to a refund, you will also receive this within 30 days of the invoice date. Outstanding differences in the premium are settled at the end of the year.

19.2 Non-payment or late payment

If you fail to pay or pay late, the cover expires

This applies to payment of the premium and to additional invoices.

In case of premium arrears, we comply with the rules laid down in the Pensions Act

This means that we will do our utmost to get the unpaid premium from you, so we can show that we have tried our best. If we cannot obtain payment of the unpaid premium, we will inform the participants of the premium arrears amount. All participants are then still insured for a maximum of three months. After these three months, we stop the contract. You must pay the premium for those three months as normal.

If the insurance is stopped because you did not pay your premium, we will charge compensation

After all, we are then missing out on income. If we charge compensation for lost income, we will determine an amount that is reasonable and fair.

19.3 Incorrect settlements

We rectify incorrect settlements in the subsequent settlement

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

Change in the risk

Article 20. Changes in the risk

20.1 Changes in your organisation

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

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

- a) more than 20% of your employees are seconded to a different company;
- b) your organisation's legal structure changes;
- c) your organisation is involved in a merger, restructuring, the acquisition of a business, division or a similar change;
- d) the number of employees or your total wage and salary bill increases or decreases 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 21. Revision of rates and terms and conditions

21.1 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 incapacitated participants

If an incapacitated participant already receives a benefit from us, this remains the case as long as they are incapacitated for work. The conditions do not change for them.

Adjusting the insurance if there is war in the Netherlands

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

21.2 Rejection of interim change

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

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

Other provisions

Article 22. Risk of terrorism

You are insured for incapacity for work due to terrorism

The 'terrorism cover' clauses schedule is attached to the insurance contract. We have re-insured loss due to terrorism with the Dutch Terrorism Risk Reinsurance Company [*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*] (NHT). The NHT decides whether loss due to terrorism is insured and, if so, for which amount. You can read more about this in the terrorism cover clauses schedule.

Article 23. Miscellaneous

Currency

The monetary amounts in this insurance contract are in euros.

Governing law

Dutch law applies to the insurance contract.

Sanctions legislation

We provide no cover and pay no benefits if that would breach sanctions or other laws and regulations. At the start of insurance, we enquire about the ultimate beneficial owner (UBO). This is the owner, an interested party, or the person who controls the entity that is the policyholder. If the UBO appears on a national or international sanctions list, we may be prohibited from entering into or continuing an insurance contract. The insurance contract will be concluded only if a review shows that it is not prohibited by sanctions laws or regulations to provide financial services to the policyholder, the insured person(s) and other interested parties such as a UBO. The insurance contract will be terminated early if it transpires that insuring the policyholder, insured person(s) or other interested parties such as a UBO is a breach of sanctions or other laws and regulations. We review our relationships (and their UBOs) regularly, including when benefits are paid, to comply with sanctions and other laws and regulations. You are obliged to provide us with all the information we need to identify, verify and review the UBO. If we do not receive this information from you in time, we may terminate the insurance contract early.

Article 24. Personal data

24.1 Privacy

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

We use these data to:

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

Foundation Central Information System (CIS)

We can access and record personal data at Foundation Central Information System (www.stichtingcis.nl/en-us/).

Obligations of the insured person

The current or potential participant is entitled to:

- a) request access to the personal data we process about the current or potential participant;
- b) ask us to rectify personal data, if necessary;
- c) object against the further processing of personal data or request that the processing be restricted;
- d) request the removal of the personal data we process about the current or potential participant.

Code of Conduct for the Processing of Personal Data by Insurers and our Privacy Statement

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

The code of conduct has been drawn up by the Dutch Association of Insurers [*Verbond van Verzekeraars*]. You can obtain the full text of the code of conduct at www.verzekeraars.nl or 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.

24.2 Laws and regulations on the processing of personal data

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

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

24.3 Status of Incapacity Benefit (SIB)

As the pension administrator, we can request data from the UWV

The UWV provides data to customers with the SIB product. The data relates to incapacity for work. As the pension administrator, we can request data about the participant's degree of incapacity for work and the accompanying benefit from the UWV.

Article 25. Complaints and disputes

If you or the participant have a complaint about how the insurance has been concluded or is being implemented, please let us know

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

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

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

The Financial Services Complaints Institute [*Klachteninstituut Financiële Dienstverlening*] (Kifid) will decide whether the complaint is well-founded, 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 participant) could also always take the matter to court

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

Disclaimer

Please note that this document is a translation of the Dutch original. In the event of any inconsistency or ambiguities in the meaning of any word or phrase in this translated version, the Dutch version of the General Conditions will prevail. You cannot derive rights from the content of this English version of the General Conditions'