

# Special Terms and Conditions PVI-V

[*Verzekering van premievrijstelling*] Insurance of the waiver of premiums

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# Contents

## Special Terms and Conditions PVI-V

|  |          |
|--|----------|
| <b>General</b>   | <b>3</b> |
| Article 1 Definitions  | 3        |
| Article 2 General  | 4        |
| Article 3 Waiver of premiums   | 5        |
| Article 4 Obligations in the event of incapacity for work                          | 5        |
| Article 5 Extent of waiver   | 6        |
| Article 6 Change in incapacity for work  | 6        |
| Article 7 Benefit in case of income  | 6        |
| Article 8 Increasing the insurance   | 7        |
| Article 9 Exclusions   | 7        |
| Article 10 End of waiver of premiums   | 7        |
| Article 11 Premium waiver after termination of the<br>insurance contract (run-off) | 8        |
| Article 12 Miscellaneous   | 8        |

# General

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## For insurance taken out through Elips Life AG

These special terms and conditions supplement the general terms and conditions of the mortality risk (MR) insurance. These conditions apply if:

- a) this is stated in your insurance contract;
- b) a waiver of premiums in case of incapacity for work is also insured.

These special terms and conditions take precedence over the general terms and conditions MR. The insurance contract takes precedence in turn over the special terms and conditions.

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

### 1.4 WIA

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

### 1.5 UWV

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

### 1.6 Incapacity for work

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

### 1.7 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.

### 1.8 Waiting period

An incapacitated participant no longer has to pay premiums after a minimum period of incapacity for work. This period is called the waiting period. This waiting period is as long as the waiting period for the WIA benefit. This is a minimum of 104 weeks.

- a) If the waiting time through the WIA is shorter, the participant will not receive an earlier payment from this insurance.
- b) If the waiting period is voluntarily longer, the participant will only receive a payment on the date on which the WIA benefit commences. They cannot receive an earlier payment through this insurance.

If the participant has been fully fit for work for four consecutive weeks and then is absent again through illness, the waiting period restarts.

### 1.9 WIA daily wage

We base our calculations on the daily wage as stated in the UWV's award decision. This is based on the WIA.

### 1.10 Theoretical and practical degree of incapacity

The UWV determines a theoretical degree of incapacity for work based on health, work capacity and residual earning capacity. A partially incapacitated person may have a higher income than the estimate of theoretical incapacity. The benefit from the UWV and the insurer can be adjusted to the higher income. The practical incapacity is the extent to which a participant is actually incapacitated as assessed by us based on the income that someone actually earns in practice.

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## Article 2. General

### 2.1 Purpose of the insurance

#### **A participant no longer has to pay premiums if they become incapacitated for work**

If a participant loses income due to incapacity for work, they no longer have to pay premiums for the main insurance. That is the purpose of this insurance contract. This insurance grants a waiver of premiums if the participant is still at least 35% incapacitated for work after the waiting period and for the period during which they are incapacitated for work.

### 2.2 Acceptance of participants

#### **We accept participants in accordance with the general terms and conditions**

The rules for acceptance are set out in the general terms and conditions. Cover exists only if the participant on the date of acceptance of this insurance:

- a) is not incapacitated for work; and
- b) performs the work that you have agreed with them.

#### **Incapacity for work due to an existing illness is not covered**

If a participant becomes incapacitated for work and the first day of illness that led to incapacity for work is not within the insured contract period, this will not be covered.

#### **In case of acceptance after a medical examination, we may adjust the premium and conditions**

We may do the following:

- a) increase the premium;
- b) exclude the causes of incapacity for work from cover;
- c) reduce the period of cover;
- d) refuse acceptance.

### 2.3 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](http://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.

### 2.4 Anti-abuse provision

#### **If the insurance is misused, no benefit will be paid**

We can refuse a waiver of premiums 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.

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## Article 3. Waiver of premiums

### Start of the waiver of premiums

We comply with the UWV's decision under the WIA. The entitlement to a waiver of premiums arises on the first day on which the participant receives a WIA benefit. The waiting period as referred to in Article 1.8 of these terms and conditions applies in all cases.

### Communicate incapacitated employees to us using the report form

If you think that your employee is entitled to a waiver of premiums, notify us of this using the 'incapacitated employees' report form. You can request this form by emailing [claims.nl@elipslife.com](mailto:claims.nl@elipslife.com). Send the completed report form to us as soon as possible, but no later than 42 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 waiver of premiums. The waiver has retroactive effect to three years before the date on which we receive the award decision. This prescription does not apply if the main insurance policy falls under the Pensions Act [*Pensioenwet*].

### 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.

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## Article 4. Obligations in case of incapacity for work

### 4.1 Your and the participant's obligations

#### These are your and the participants' obligations in case of incapacity for work:

- a) 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.
- b) Ensure that the UWV and/or expert service provides support to incapacitated participants during reintegration.
- c) 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.
- d) Comply with our recommendations in relation to reintegration.

### 4.2 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 self-insurer, let us know immediately if the UWV imposes fines or other measures on you or the incapacitated participant.

### 4.3 Participant's obligations

#### The incapacitated participant must cooperate in their recovery

The participant must do their utmost to recover as quickly as possible. 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 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.
- b) 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.
- c) The participant must inform us immediately if they start working longer or shorter hours.
- d) The participant must inform us of any changes to their home address.

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## Article 5. Extent of waiver

### **A participant may receive a waiver of premiums after the waiting period**

If a participant has fulfilled all the conditions, they will receive a waiver of premiums after their waiting period (at least 104 weeks).

### **We use the percentages stipulated in the table for the purposes of calculation**

This table shows the premium waiver percentage for each degree of incapacity for work.

| Degree of incapacity for work as determined by the UWV | Premium waiver percentage |
|--|---------------------------|
| Less than 35%  | 0%                        |
| 35%–45%  | 40%                       |
| 45%–55%  | 50%                       |
| 55%–65%  | 60%                       |
| 65%–80%  | 72.5%                     |
| 80–100%  | 100%                      |

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## Article 6. Change in incapacity for work

### **We adjust the waiver in case of a change in the incapacity percentage**

We work on the incapacity percentage that the UWV has determined. If the practical incapacity percentage is lower than the theoretical percentage, we adjust the waiver of premiums according to the lower percentage. We do this on the change date. If the contract stops, the conditions of Article 11 apply after the UWV's decision.

### **Change in the degree of incapacity for work and cover**

The insured cover can be increased, reduced or terminated because of a change in the degree of incapacity for work. The right to a waiver of premiums and the cover insured under it ends by the date specified in the insurance contract.

### **Leaving employment**

If an insured person leaves their employment and a waiver of premiums has been granted, the insured cover can only still be reduced or terminated because of a change in the degree of incapacity for work.

### **New employee already partially incapacitated for work**

If a partially incapacitated employee becomes a new participant in the scheme, there is only cover for the part that the employee is fit for work. If there is a change to the degree of incapacity for work, the insured cover can be increased, reduced or terminated to the extent of that change at the start of the participation in the insurance. This will take effect on the first award of the statutory incapacity benefit.

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## Article 7. Benefit in case of income

### **Does an incapacitated participant have income?**

Like the UWV, we work on the practical degree of incapacity. We follow the percentage that the UWV deducts, meaning that we reduce the premium waiver to the same extent. We then pay out in accordance with the table in Article 5.

### **The participant must provide us with all the information about their income**

We can ask for a copy of their income tax return. The participant must then give this to us.

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## Article 8. Increasing the insurance

### **The waiver of premiums does not apply to an increase of the insured amount**

We work on the insured amount on the first day of illness for the premium waiver.

### **An exception applies to the Anw shortfall insurance**

If the insured amount increases due to the statutory adjustment of the amount under the Surviving Dependents Act ('Anw amount'), the premium waiver also applies to this amount.

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## Article 9. Exclusions

### 9.1 Excluded

#### **A participant who is incapacitated for work will not receive any premium waiver 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) during or as a result of participating in a foreign armed service;
- c) a nuclear reaction, irrespective of how this arises;
- d) civil unrest. The following situations are defined as civil unrest:
  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 means armed action by a United Nations 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.

### 9.2 Not excluded

#### **An incapacitated participant will receive a premium waiver if the incapacity for work is due to:**

- a) civil unrest in an area outside the Netherlands if the participant travels across or through that area before the situations mentioned in Article 9.1d arise or resides in that area for the purpose of practising their profession and cannot leave or avoid the area in time. The participant must then comply with the instructions of the Dutch or local authorities.
- 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.

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## Article 10. End of waiver of premiums

### **The participant does not receive any waiver or further waiver of premiums if:**

- a) the participant dies;
- b) the end date has been reached for the cover for which the waiver of premiums applies;
- c) the incapacity percentage does not entitle the participant to a waiver. We base this on the incapacity percentage determined by the UWV. The benefit rate is determined in accordance with the table in Article 5 or, in case of income, with the calculation in Article 7;
- d) you or the participant fails to comply with the obligations of Article 4.

**The waiver of premiums stops on the agreed end date**

This is no later than on the agreed end date of the benefit as specified in the insurance contract.

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## **Article 11. Waiver of premiums after termination of the insurance contract (runoff cover)**

### **11.1 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. The waiver of premiums applies even after the insurance contract stops.

### **11.2 Waiver of premiums after termination of the insurance contract**

**A waiver of premiums after the insurance contract has stopped 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 waiver of premiums.
- c) If no incapacity percentage has yet been determined under the WIA when the insurance contract is terminated, the maximum is the incapacity percentage that is subsequently determined as the first based on the WIA.
- d) We take changes in the WIA benefit rate into account only if the percentage decreases or if the participant no longer receives a premium waiver.

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## **Article 12. Miscellaneous**

**The general terms and conditions apply in all other cases**

The general terms and conditions are set out in the contract. These also apply to the insurance of the waiver of premiums in case of incapacity for work.

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