General Terms and Conditions WGA Plus

WIA follow-up insurance in case of incapacity for work

July 2024 version

elipsLife
your insurance

Contents

General Terms and Conditions WGA Plus

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 Insured person
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, we use ‘they’ to refer to ‘the insured person’. 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 Employee
We use the definition of ‘employee’ stipulated in Section 8 of the WIA. This section describes who is included under the term employee. The employee must be insured for the WIA.

1.5 First day of illness
The first day on which the employee does not work due to illness or another problem. This is the first day on which the waiting period, as referred to in Section 23 WIA, starts and the right to a WIA benefit arises.

1.6 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 employee has been fully fit for work for 28 consecutive calendar days during the waiting period and then is absent again through illness, the waiting period restarts.

1.7 Incapacity for work
We refer to incapacity for work if an employee is unable, or not fully able, to perform work due to illness or another problem and the UWV confirms this within the meaning of the WIA.

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

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

1.10 WGA
The Return to Work (Partially Disabled Persons) Regulations [*Regeling Werkhervatting gedeeltelijk arbeidsgeschikten*] as referred to in the WIA.

1.11 WGA benefit
The WGA pay-related benefit, the WGA pay top-up benefit and the WGA follow-up benefit as referred to in Chapter 7 WIA.

1.12 WIA indexation
The amount of the WGA benefit can be adjusted every six months. You can read more about this in Section 14 WIA.

1.13 SSC wage and salary bill
The employee’s wage used to determine the social security contributions. Social security contributions are abbreviated here as SSC. The government fixes a maximum daily wage each year. The maximum SSC wage is the maximum daily wage converted on an annual basis.

1.14 Relevant wage and salary bill

The relevant wage and salary bill is the SSC wage and salary bill of all insured persons. It excludes the social security contributions that you pay in that respect. This wage and salary bill does not include the salary or part of the salary of insured persons who no longer receive any WGA benefit because of their age. The relevant wage and salary bill is the wage and salary bill used to calculate the premium for the insurance.

1.15 Income

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

1.16 Insured salary

The employee's insured salary is capped at the maximum SSC wage. We use the WIA monthly salary as referred to in the UWV's award decision. After commencement of the WGA Plus benefit, the insured salary will be adjusted every year on 1 January in accordance with the WIA indexation. Salary increases after the first day of illness will not be taken into account.

1.17 Insurance contract

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

1.18 Maximum insurable amount

The maximum WGA Plus benefit to be insured for each insured person. You will find this amount in your insurance contract under the term 'liability'. The insurer's obligation cannot exceed the maximum insured amount. This amount is stipulated in the insurance contract.

1.19 Free acceptance limit

The free acceptance limit is the maximum amount per insured person up to which we can accept an insured person without any additional medical examination, under the terms and conditions of the insurance contract. The free acceptance limit is equal to the maximum insurable amount.

1.20 Expert service

An expert service accepted by the insurer as referred to in the Working Conditions Act [*Arbeidsomstandighedenwet*], referred to below as the WCA.

Article 2. General

2.1 Purpose of the insurance

An insured person receives a WGA Plus benefit if they become partially incapacitated for work

An insured person can become partially incapacitated for work and, as a result, suffer a loss of income. The WGA Plus insurance supplements some of the income during the partial incapacity for work. By partially incapacitated for work, we mean incapacitated for work by between 35% and 80%.

If the insured person is incapacitated for work by less than 35% or more than 80%, they will not fulfil the conditions and there will be no entitlement to a benefit under the WGA Plus insurance.

2.2 Pensions Act [*Pensioenwet*]

This insurance contract is not an agreement within the meaning of the Pensions Act

This insurance is not based on a pension agreement. In other words there is no pension scheme, nor any pension regulations. During the term of the insurance, the insured persons will not receive any information from us. Only if the insured person receives a benefit will they receive an overview of the benefit they are entitled to.

2.3 Our agreements

We record all agreements with you in writing

We will send you the following documents: the insurance contract, the general terms and conditions, and the 'terrorism cover' clauses schedule. These documents contain all the agreements that we make with you about your insurance policies.

Order of importance

The insurance contract takes precedence over the general terms and conditions. If the insurance contract and the general terms and conditions contradict each other, the provisions of the insurance contract will apply.

2.4 Assigning your rights

You cannot commute your rights under the insurance contract or assign them to another person

That means you cannot:

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

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

After the end date, we will renew the insurance contract automatically. The period by which we will renew the insurance contract is stated in the insurance contract.

3.2 Terminating the insurance contract

You may give notice to terminate the insurance contract up to two months before the end date

For example, if your insurance contract runs until 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 the insurance 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 about the consequences.

Article 4. Offer and acceptance of incapacity risks

4.1 Acceptance

Automatic acceptance

All employees you employ or recruit during the term of the insurance contract will be automatically accepted. Article 5.1 of these general terms and conditions will continue to apply in full.

4.2 People who change their minds

Someone who has changed their mind must submit medical data

A person who changes their mind is an employee who initially did not want to be insured but reversed this decision later. In that case, we are allowed to perform an additional examination and request extra clarification from a doctor. You or your employee will have to pay the costs of the medical examination. If we conclude after this examination that the risk of incapacity for work is greater than the average of the labour force, we are allowed to increase the premium, impose extra conditions and/or refuse to insure the person in question.

4.3 Expansion due to a merger or acquisition

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

We first make agreements with you about insuring these new employees. These agreements are recorded in writing.

4.4 Risks not covered by this 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 employees we do not accept, you cannot claim any payment from this insurance for this purpose or demand that we still insure these risks. We will refund the excess premium that you have paid.

4.5 Registering employees who are incapacitated for work

We do not accept employees who are incapacitated for work

We work on the basis of the conditions in the 'Agreement on access to labour-related insurance'. You can find this document at www.elipslife.com/nl/nld/downloads. Among other things it states that we do not accept employees who are already incapacitated for work on the insurance start date. If anything changes in this agreement, the change will immediately apply to you and us.

Article 5. Beginning and end of the cover

5.1 From when are insured persons covered?

Insured persons are immediately covered after automatic acceptance

An employee is automatically accepted as an insured person if they meet the following three conditions:

a) the employee is fit for work; and
b) they perform the work that you have agreed with them; and
c) you have submitted details of the employee in the annual statement.

New employees

A new employee is automatically accepted as an insured person if they meet the following three conditions:

a) the employee is fit for work; and
b) they perform the work that you have agreed with them; and
c) you submit details of the new employee in the next annual statement.

No retrospective risk

If a new employee is ill and does not work at the start of the insurance as a result, there is no automatic acceptance and no cover. New employees are accepted only after recovery and a period of four weeks of working according to the hours and the activities specified in the employment contract.

Incapacity for work due to an existing illness is not covered

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

5.2 When does the cover cease?

An insured person is no longer covered if:

a) you stop the insurance contract for this insured person or all insured persons; Article 12.1 will then still apply;
b) the insured person no longer belongs to the insured group of employees. The insurance contract specifies which employees belong to the insured group;
c) the insured person resigns, is dismissed or suspended;
d) the insured person reaches their retirement age or retires early;
e) the insured person performs work that, compared to the start of the scheme, is not usual for your organisation;
f) the insured person reaches the upper age limit. Details of the upper age limit are included in the insurance contract.

5.3 Paid and unpaid leave

A period of leave can have consequences for the cover

Short-term leave paid by the employer and the statutory leave arrangements do not affect cover. For insured persons on long-term leave, whether paid or unpaid, maximum cover is for 18 months. Note: if an insured person 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 the insured persons. For this reason, you and/or the insured person are obliged, before entering into the insurance policy (and during its term), to provide us with all the information that you and/or the insured person know is important for the insurance terms and conditions and cover, and which you believe, could know, or should realise is important for our decision whether or not to conclude the insurance contract or to cover certain risks during its term.

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

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, that will have consequences
The consequences differ for each situation:

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 an insured person intentionally misleads or attempts to mislead us. As committing fraud leads to general 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 (FIIWSP) can be found on Stichting CIS's website: www.stichtingcis.nl.

Article 7. Statements and information

7.1 Annual statement

You must submit a statement to us by no later than 31 March after the end of the insured year
We refer to this as the annual statement. The insured year starts on 1 January and ends on 31 December. You use the annual statement to submit the following information to us:

a) the relevant wage and salary bill of the previous insured year as you submit for the insured employees to the Tax and Customs Administration and the UWV for levying the premium for the employee insurance and national insurance;
b) the expected relevant wage and salary bill for the new insured year;
c) a list of all insured employees in the manner we have indicated. This list must include the name, date of birth, gender, start and finish date of their employment and the SSC wage for the previous insured year for each employee.

In the first year of the insurance contract you need to submit to us, by no later than three months after the start of the contract, a statement of the information as of 1 January of that same year. We may request an audit report so that we can check the relevant wage and salary bill.

7.2 Relevant information

Send us all relevant information and/or documents as soon as we request them
We will let you know which information and/or documents we need in order to implement the insurance properly.

The information that you send us must be complete, accurate, not misleading and truthful at that point in time
This applies at the beginning of the insurance, during the term of the insurance, and during claim settlement.

Article 8. Exclusions

8.1 Excluded

An employee 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 insured person. By intent, we also mean attempted suicide.
b) The insured person participates in a non-Dutch armed service.
c) Nuclear reactions, regardless of how they occur.
    1. Civil unrest. Under civil unrest, we mean 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 employee 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 employee 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. And only if the employee was unable to leave or avoid the area on time. The employee 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 that 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

If you fail to fulfil your obligations resulting from this insurance contract, this will have consequences for the payment
If you fail to fulfil your obligations, or you do so late or only partially, and that is to our disadvantage, we can choose not to pay the benefit, or only to pay a partial benefit. If you have deliberately misled us, the insured person will not receive a payment.

Implementation of the insurance

Article 10. Reporting a sick employee

You must report a sick employee to us by no later than the 42nd week after their first day of illness
You must do this by no later than 42 weeks after the first day that the insured person is no longer able to work due to illness or another problem. Use the Report Form for sick employees 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 sick employee to your insurance administrator.

Consequences of late reporting
Late reporting can have consequences for payments under this insurance. Because we need to be able to assess the risk of entering the WGA, late reporting can prejudice us. We can reject a claim on the basis of late reporting. We may also reduce a benefit under this insurance.

Article 11. Benefit in case of incapacity for work

11.1 Start of the benefit entitlement

The entitlement to the WGA Plus benefit starts whenever the employee is entitled to the WGA benefit
We comply with the UWV's decision under the WIA. If the insured person is entitled to a WGA benefit, they will also be entitled to a WGA Plus benefit from the same day. The amount of this benefit can also be €0.00.

11.2 WGA Plus benefit

Using the residual earning capacity
The amount of the WGA Plus benefit depends on the extent to which the insured person uses the residual earning capacity. The residual earning capacity is the amount that, according to the UWV, the insured person can still earn despite their partial incapacity for work. If the annual salary of the insured person exceeds the maximum SSC wage, we take the ratio between the capped and uncapped annual salary into consideration when determining the benefit. This ratio is called 'factor f'.

What happens if the insured person earns 50% or more of their residual earning capacity?
The WGA Plus benefit will be calculated using this formula:
75% of the insured salary, minus the statutory WGA benefit, the unemployment benefit (WW) and 75% of the income that the insured person is still earning through work, adjusted by factor f.

Formula: A -/- (B + C x F)

A: insured salary x 75%
B: WGA benefit + WW (unemployment) benefit
C: income x 75%
F: factor f. Maximum SSC wage divided by the uncapped annual salary. Factor f cannot exceed 1.

What happens if the insured person earns less than 50% of their residual earning capacity?
The WGA Plus benefit will be calculated using this formula:
70% of the insured salary, minus the statutory WGA benefit, the unemployment benefit (WW) and 70% of the income that the insured person is still earning through work, adjusted by factor f.

Formula: A -/- (B + C x F)

A: insured salary x 70%
B: WGA benefit + WW (unemployment) benefit
C: income x 70%
F: factor f. Maximum SSC wage divided by the uncapped annual salary. Factor f cannot exceed 1.

11.3 Paying the insured person

We pay the benefit directly to the incapacitated insured person
We deduct the statutory levies and premiums from the benefit. The beneficiary receives a payment from us at the end of every month.

11.4 Advance and definitive benefit

The WGA Plus benefit is an advance
The benefit payable under this insurance is an advance. We calculate the definitive WGA Plus benefit to the insured person afterwards based on the insured person's actual income. We do this at least once a year. Possible consequences of the definitive calculation are:

a) no setoff: the advance is equal to the definitive calculation;
b) any excess amounts paid out are deducted from future WGA Plus benefits;
c) the insured person must repay any excess amounts paid out to the insurer;
d) we pay underpaid amounts to the insured person.

11.5 Measures taken by the UWV

If a measure is imposed, an insured person will not receive a WGA Plus benefit, or will receive a lower amount
The UWV can impose a measure on an insured person under the WIA or the Social Security Acts (Measures) Decree [*Maatregelenbesluit socialezekerheidswetten*]. If a measure is imposed, the insured person will receive no, or a partial, WIA benefit. This is the case, for example, if the insured person does not fulfil their reintegration obligations. We also adapt the WGA Plus insurance benefit accordingly. We use the period and extent of the measure imposed by the UWV as a basis for this purpose.

11.6 End of the benefit payment

Payment of the WGA Plus benefit stops:

a) on the day on which the entitlement to the WGA benefit stops;
b) on the day on which a measure is imposed on the insured person under the WIA or the Social Security Acts (Measures) Decree. We also take account of the period and extent of the measure;
c) on the day on which this insurance stops. Article 12. 'Payment of benefits after termination of the insurance contract' of these general terms and conditions continues to apply;
d) on the day after the agreed benefit end date. The benefit end date is stated in the insurance contract;
e) on the day on which the insured person 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.

11.7 No entitlement to the benefit

The insured person is not entitled to the benefit if:

a) the first day of illness falls before the date on which this insurance became applicable for the insured person;
b) you have not paid all the premiums due for the insurance;
c) the insured person does not fulfil their reintegration or other obligations during the waiting period. In that case, they will not be entitled to a salary in accordance with the Dutch Civil Code. They have these obligations in accordance with:
    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 insured person ceased to be employed before the end of the waiting period for the WIA and, as a result, they are not entitled to an unemployment benefit or a benefit under the Sickness Benefit Act;
e) the grounds for exclusion under the WIA apply.

11.8 Maximum compensation

We supplement the incomes to a maximum of the insured salary
An insured person will receive a supplement to their income during the period of partial incapacity for work. The WGA Plus insurance supplements the income based on the formulas but capped at the indexed insured salary.

11.9 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 can impose additional requirements. For example, requirements regarding establishing the beneficiary's identity, or requirements related to tax rules, other legislation or legal feasibility. The costs of foreign transfers and additional administrative acts are payable by the beneficiary.

Article 12. Payment of benefits after termination of the insurance contract

12.1 Incapacity for work when the insurance contract is terminated

Incapacitated employees will continue to be insured when this insurance contract stops

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

12.2 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 employees who receive a benefit.

Article 13. Obligations in case of incapacity for work

13.1 Your obligations

These are your obligations in the event of incapacity for work

a) Report your incapacity for work to us as described in Article 10.
b) If you are incapacitated for work, you must provide us with all the information we need.
c) Send us all the documents relevant to your incapacity for work and that you receive from the UWV. By these documents, we mean the confirmation from the UWV of the WIA incapacity percentage or WIA benefit percentage at the end of the waiting period and afterwards.
d) Let us know if anything changes in the situation of the incapacitated insured person.
e) You must cooperate in order to facilitate the recovery and/or the reintegration of the incapacitated insured person, for example, by adapting or changing the work activities. Do not do anything that hinders recovery or reintegration.
f) Make sure that the UWV and/or an expert service provides support to the incapacitated insured person during reintegration.
g) 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.
h) Comply with our recommendations in relation to reintegration.
i) Let us know if the incapacitated insured person is fully or partially recovered. And let us know if the insured person starts fully or partially working again.
j) Let us know immediately if the UWV imposes fines or other measures on you or on the incapacitated insured person.

13.2 Obligations of the insured person

These are the insured person's obligations in the event of incapacity for work

The insured person must cooperate in their recovery. Everything they do must be focused on recovering and starting work again as soon as possible. They must therefore do nothing that hinders their recovery or reintegration. If we ask them, the insured person must also do the following:

a) The insured person must declare all their income to us. We can then ask for a copy of their income tax return, payslips and annual statements.
b) The insured person must arrange to be examined by an expert service, such as a doctor appointed by the insurance company, medical specialist or labour expert at our request.
c) The insured person must seek treatment as soon as possible from a qualified doctor and be supervised by an expert service that we have approved.
d) The insured person must cooperate if others give them the opportunity to reduce the incapacity for work or to start working again.
e) The insured person must cooperate in a reassessment at the UWV, if the expert service mentioned in paragraph b) recommends this and we follow this recommendation.
f) The insured person must inform us immediately if they have fully or partially recovered. They must also inform us immediately if they fully or partially resume their work.
g) The insured person must inform us immediately if they start working longer or shorter hours. In this context, the change in income will affect the benefit under the WGA Plus insurance.
h) The insured person must inform us of any changes to their home address and/or their bank account number.

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

If you or the insured person fail to fulfil the obligations, this will have consequences for the benefit

If you or the insured person fail to fulfil the obligations , or do not do so on time, and this has detrimental consequences for us, we can opt not to pay out, or only to partially pay out, in case of incapacity for work. If you or the insured person have deliberately misled us, the insured person will no longer be entitled to a benefit. You and/or the insured person must pay any wrongly received benefits back to us.

Article 14. Reimbursement of the reintegration costs

We reimburse part of the reintegration costs

If you have a suggestion that could help the recovery of the incapacitated insured person and there are costs related to this, request our permission for this in advance. We will then be able to decide to reimburse those costs in full or partially. We will send you a written confirmation of our permission. 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 get a benefit under a different contract

The WGA Plus insurance does not pay if the loss is also insured under a different insurance contract or other provision, and you are entitled to a benefit from that other contract or provision. Nor do we pay out if you can get any benefit as though the insurance contract for the WGA Plus insurance had not existed. 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 insured person must recover the loss if another party is liable

If an insured person'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 insured party 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 insured person must give us permission to recover the loss and/or costs from that other party. You and the insured person must then provide us with all the information we need.

16.2 The benefit as an advance

If the loss is recovered from another party, the benefit will be an advance
As soon as the other party fully or partially reimburses you or the insured person for the loss, the insured person must repay us all or part of the benefit.

Premium

Article 17. Determination of the insurance premium due

17.1 Determining the premium

We determine the premium
We agree a premium rate with you.

The premium is calculated on the relevant wage and salary bill
The premium we charge is expressed as a percentage of the relevant wage and salary bill known to us. You can find this percentage in the rates schedule to the contract.

Definitive determination of the premium
We must have received the specification of the actual insured wage and salary bill by no later than 31 March of the year following the insured year. The definitive premium for the previous insurance year is calculated on the basis of this specification. We will settle the difference between the premium already paid and the definitive premium with you.

17.2 You pay no premium or a partial premium for insured persons who are incapacitated for work

You pay a premium for a sick employee until the WGA Plus benefit start date
If an employee becomes fully 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 insured person as long as they are incapacitated for work. If the insured person is partially incapacitated for work, you will not pay any premium on that part.

17.3 Premium for employees who are no longer eligible for benefits

You pay no premium for employees who are no longer entitled to a benefit
These are employees who can no longer receive benefits as a result of:
a) their age on 1 January of the calendar year for which you pay; and
b) the agreed waiting period.

17.4 No risk

In a year without insured persons, you will not pay any premium
However, you will pay for our expenses. We will agree a reasonable amount with you and/or whether the insurance must end.

Article 18. Premium payments

18.1 Payment

You are required to pay the premium in advance
The provisional insurance premium is payable in advance on 1 January of each calendar year. The definitive settlement follows after the end of the insured 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.

You pay the premium as an advance
For the first contract year, we determine the premium based on the relevant wage and salary bill stated in the request for an offer and the agreed premium percentage. For each new insurance year we determine the premium on the basis of the wage and salary bill and the premium percentage for that year last known to the insurer.

18.2 Incorrect settlements

We rectify incorrect settlements in the subsequent settlement
This is what happens if a settlement is incorrect or incomplete.

18.3 Non-payment or late payment

If you fail to pay or pay late, the insured persons will not be covered
You must pay invoices within 30 days of the invoice date. This applies to payment of the premium and to additional invoices. We will send you one reminder. This reminder will state the final deadline by which you have to pay. We will also send you a letter in which we describe the consequences of you failing to pay.

If the insurance is stopped because you did not pay your premium, we may demand compensation
After all, we are then missing out on income. If we demand compensation from you for missed income, we will agree a reasonable amount with you.

Change in the risk

Article 19. 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 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) your organisation changes or completely ceases the business activities;
f) your business location is no longer in the Netherlands.

Revision of rates and/or terms and conditions

Article 20. Revision of rates and terms and conditions

20.1 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 this has a major effect on how our insurance products work.

An interim change does not apply to incapacitated insured persons
If an incapacitated insured person 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 us. After the end of the state of war, the insurer will determine whether the reduction of benefits was necessary.

20.2 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 respond, we will assume that you agree to the interim change.

Other provisions

Article 21. 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 22. 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 23. Personal data

23.1 Privacy

We treat all data relating to you and the insured persons as confidential
We use these data to:
a) assess and accept potential and current policyholders and potential and current insured persons;
b) conclude and perform insurance contracts;
c) maintain our relationship with current and potential policyholders and with current and potential insured persons;
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 (CIS) (www.stichtingcis.nl/en-us/)

Obligations of the insured person
The insured person is entitled to:
a) request access to the personal data we process about them;
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 them.

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 [*Gedragscode Verwerking Persoonsgegevens Verzekeraars*] and our Privacy Statement. The code of conduct has been drawn up by the Dutch Association of Insurers [*Verbond van Verzekeraars*]. 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.

23.2 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.

23.3 Status of Incapacity Benefit (SIB)

As the insurer, 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 insurer, we can request data about the insured person's degree of incapacity for work and the accompanying benefit from the UWV.

Article 24. Complaints and disputes

If you or the insured person 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. 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 insured person 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 insured person) could also always take the matter to court
This would be possible, for example, if you or the insured person 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'