



General Terms and Conditions
Moduleverzekering

Arbeidsongeschiktheid Collectief

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This translation of the Dutch Terms & Conditions including annex 1 and 2 is provided for your convenience, in the case of any discrepancies, the Dutch original shall prevail. The model number of the Terms and Conditions must match with the model number in your policy schedule.

Your policy, the general terms and conditions for your Moduleverzekering and the terms and conditions for the specific modules explain your rights and obligations under this insurance.

These general terms and conditions explain the topics that apply to each module within your Moduleverzekering. In the terms and conditions for each module you will only find the topics that apply to that module. If the provisions in the terms and conditions for a specific module deviate from the general terms and conditions, then the provisions of the terms and conditions for that module apply.

1 Definitions

In these terms and conditions we refer to:

1.1 a.s.r. (we/us/our)

The trading name of the insurer stated on your policy schedule.

1.2 The Policyholder (you/your)

The person who entered into the insurance with us. By this we also mean the owner/partner of the policyholder as well as the director(s) of the policyholder and the ultimate beneficial owner(s) (UBO) of the policyholder.

1.3 Werkgeversportaal

Your online environment where you can view your insurance with a.s.r. and pass on any changes.

1.4 Policy Schedule

The policy schedule states what we have agreed with you. The policy schedule, the general terms and conditions and the module terms and conditions together make up your insurance policy. The information on the policy schedule can also be found on your Werkgeversportaal.

1.5 Contract Expiry Date

The date on which we automatically renew your Moduleverzekering. The contract expiry date is stated on your policy schedule.

1.6 Insurance Year

An insurance year runs from 1 January to 1 January.

1.7 Employee

A worker with whom you have entered into an employment contract, who is listed on the (annual) wage sheet and for whom you pay employee insurance premiums. The term employee includes any on-call worker. For an employment contract to exist, the requirements include that in practice the employee works for you in an employer-employee relationship.

The policyholder's director/major shareholder as referred to in the "Regeling aanwijzing directeur-grotaandeelhouder 2016" is not an employee for the purposes of this Moduleverzekering. Any worker who is a director and major shareholder of the policyholder but can be dismissed against his will due to voting rules set out in its articles

of association and for that reason is not a director/major shareholder within the meaning of the regulation shall not be regarded as an employee for the purposes of this Moduleverzekering.

1.8 On-call Worker

An employee with a preliminary contract, zero hours contract or min/max contract.

1.9 Insured Person

An employee who has been registered for one or more modules and whom we have accepted. The term insured persons also includes former employees for whom we still have an obligation to pay benefits.

An employment relationship based on a "overeenkomst van opdracht" (assignment agreement) shall not, even if the employment results in compulsory employee insurance, qualify as an insured person for the module Verzuimverzekering (eigen risico in dagen) and the module MKB Verzuim-ontzorgverzekering.

1.10 Premium

The amount that you have to pay for a module. The premium is stated on your policy schedule and in your Werkgeversportaal.

1.11 No-Risk-Status

If your employee has a No-Risk-Status then they are entitled to sickness benefits from the UWV. This means that in the event of sickness you do not have to pay the wage costs in full yourself.

Several terms and conditions apply in order to be eligible for a No-Risk-Policy. For further information on these terms and conditions see www.uwv.nl.

1.12 Insured Wages

The annual wage (part or full time) per insured person as reported by you to the Belastingdienst in the category 'loon voor werknemersverzekeringen' unless we have agreed a different wage definition with you in writing. A different maximum for these wages may be set for each module. The applicable maximum amount is stated on the policy schedule.

1.13 Insured Wage Total

The total amount of insured wages for all insured persons.

1.14 Maximum Daily Wage

The maximum daily wage applicable under the Ziektewet and the WIA. This maximum is determined annually on the basis of the Wet financiering sociale verzekeringen.

1.15 UWV

Uitvoeringsinstituut Werknemersverzekeringen (Dutch Employee Insurance agency).

1.16 WIA (Wet werk en inkomen naar arbeidsvermogen)

An act consisting of two parts: the IVA scheme and the WGA scheme. These are schemes that compensate the loss of income for employees who are fully or partially incapacitated for work for longer than 104 weeks.

1.17 IVA (Inkomensvoorziening volledig en duurzaam arbeidsongeschikten)

A scheme for employees who are fully and permanently incapacitated for work and who have little chance of recovery.

1.18 WGA (Regeling werkhervatting gedeeltelijk arbeidsgeschikten)

A scheme for employees who:

- are partially incapacitated for work;
- or are unlikely to be fully incapacitated for work for longer than five years.

1.19 AOW pension age

The AOW pension age is the (expected) age of pension entitlement under Article 7a of the Algemene Ouderdomswet (AOW). When calculating the premium, consideration is given to the expected increase in the age of pension entitlement such as may be assumed on the basis of the most recent life expectancy estimate by the Centraal Bureau voor de statistiek (CBS). The cover continues until the relevant insured person has reached the legal pension age applying to them.

1.20 Reintegration Assistant

The reintegration assistant is an employee who in the context of prevention and reintegration assesses an insured person's health information. The reintegration assistant works in a separate department and will keep the health information confidential. Health information will only be processed by employees authorised to do so.

2 The components of your Moduleverzekering

2.1 What does a Moduleverzekering consist of?

The Moduleverzekering from a.s.r. consists of various insurance solutions each comprising a range of basic modules and extension modules. The insurance solutions contained in the package are:

Verzuimverzekering 0-2 jaar

Arbeidsongeschiktheidsverzekering 3-12 jaar

Inkomensaanvulverzekering

You can also take out one or more extension modules for each basic module.

3 Duration and termination of your Moduleverzekering

3.1 What is the duration of your Moduleverzekering?

The standard contract term for your Moduleverzekering is three years. If the start date of your Moduleverzekering is 1 January, then the three-year period starts immediately. If the start date is later than 1 January, then the three-year period starts on the following 1 January. After three years, we will renew your Moduleverzekering for one year on each occasion.

We may also have agreed a different contract expiry date with you. The contract expiry date is stated on your policy schedule. During the term of your Moduleverzekering you may add extra modules. These modules have their own start date but will have the same contract expiry date as your Moduleverzekering.

3.2 When can you terminate your Moduleverzekering or an individual module?

You cannot terminate your Moduleverzekering or an individual module during the initial three-year contract period.

You can do this from the first contract expiry date. In that case, we must receive your notice to terminate no later than one month prior to the contract expiry date.

After the first contract expiry date you may give notice to terminate your Moduleverzekering or an individual module on any day. In that case we will terminate it:

- one month after we have received your notice to terminate; or
- with effect from such later date as you indicate.

Some modules and/or extension modules can only be taken out as part of a combination. If you wish to terminate a module (or extension module) that forms part of a combination then this is only possible if the other modules (and extension modules) in the combination are also terminated. We will inform you about this before we terminate the modules.

3.3 When can we terminate your Moduleverzekering?

We are not permitted to terminate your Moduleverzekering without any reason, even on the contract expiry date. We can terminate your Moduleverzekering if:

- you did not provide us with the correct or complete information about your situation when making the application. And if we would not have entered into the Moduleverzekering if we had had that information;
- you do not comply with your obligations under this insurance;
- you have committed fraud or have deliberately misled us. More information about fraud is provided in chapter 10;
- you do not pay the premium in full, you do not pay on time or you refuse to pay after we have sent you a reminder. More information about paying the premium is provided in chapter 9;
- the risk profile of your company changes. More information on changes within your company is provided in paragraph 6.1;
- we are prohibited under the Sanctiewet 1977 from having a business relationship with you. Under the Sanctiewet 1977 we are not permitted to do business with or make payment to persons or organisations that have been placed on a sanctions list pursuant to national or international arrangements and regulations;
- we ask you for information about the persons mentioned in paragraph 1.2 and we do not receive the information requested, or if you provide us with incorrect or incomplete information;
- you are involved in (the preparation of) a crime;
- you no longer have the required permits or registrations that are required to carry out your business activities.

3.4 When does your Moduleverzekering or an individual module terminate automatically?

In certain situations, the insurance or an individual module terminates automatically. These situations are described in paragraph 6.1.

4 Exclusions

If the insured person is incapacitated for work, then you are entitled under this insurance to an allowance, supplement and/or benefit payment. In certain cases incapacity for work does apply, but despite this there is no cover. We refer to these situations as exclusions. The exclusions that apply to all modules are described below. Specific exclusions also apply for each module. Information about this is provided in the module terms and conditions.

4.1 Deliberate action or recklessness

No cover applies if:

- the insured person caused his incapacity for work himself by deliberate action or recklessness;
- the insured person became incapacitated for work due to your deliberate action or recklessness.

4.2 Detention

No cover applies if the insured person is, either in the Netherlands or abroad:

- in prison or on remand; or
- subject to a hospital order (tbs).

4.3 War and kindred risks

No cover applies if the insured person is incapacitated for work due to war and kindred risks. By war and kindred risks we mean:

- an armed conflict: countries are at war with one another;
- a civil war: inhabitants of one country are at war with one another;
- an uprising: inhabitants of a country use violence to oppose the government of that country;
- civil disturbance: groups of people use violence at several locations within a country;
- riot: a group of people use violence to oppose the government at one location;
- mutiny: a group of military personnel use violence to oppose their commanding officers.

The legal description of these six types of war and kindred risks is set out in annex 1. If we seek to rely on this exclusion, then we will use the legal description.

4.4 Nuclear reaction

No cover applies if the insured person is incapacitated for work due to a nuclear reaction. In this context it is not relevant how the reaction originated. We will pay an allowance, supplement or benefit payment if the insured person is incapacitated for work due to radioactive substances. It is a condition that these substances:

- are outside the nuclear facility in accordance with their intended purpose; and
- are used outside the nuclear facility.

Moreover, they must be intended for and/or used by:

- industry;
- trade;
- agriculture;
- a medical purpose;
- science;
- an educational purpose;
- security, but not military security.

In addition, a government permit must have been issued for the manufacture, use, storage and clean-up of radioactive substances.

The Wet aansprakelijkheid kernongevallen defines what we mean by a nuclear facility. This act is published in the Staatsblad 1979-225. In addition to this, our definition includes a nuclear facility on board a ship.

4.5 Terrorism

If the insured person has become incapacitated for work as a consequence of terrorism, then the scope of the allowance, supplement or benefit payment will be determined by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT). The terms and conditions for this allowance, supplement or benefit payment are described in the Terrorism cover clause schedule. You will find this clause schedule in annex 2.

4.6 Sanctiewet 1977

No cover applies if we are not permitted under the Sanctiewet 1977 to give you and/or the insured person any benefit payment, supplement or allowance. Under the Sanctiewet 1977 we are not permitted to do business with or make payment to persons or organisations that have been placed on a sanctions list pursuant to national or international arrangements and regulations.

5 Keeping your employee database up to date

It is important that we are always supplied with your current employee database. Only then will we be able to satisfy our obligations to you properly and fully. This chapter explains what we expect you to do in this context. Are you making use of the Salariskoppeling? Then this chapter does not apply. In that case, we take the necessary information from your salary administration package each month.

5.1 Which changes to your employee database do you need to report?

When the insurance starts, you notify us of all your employees. If during the term of the insurance new employees join, employees leave or you make salary changes, then you must inform us of this immediately, within one month at the latest. We will need the following information:

If a new employee enters your employment:

- name
- address (only for the modules WIA Excedent, WIA Vaste aanvulling and WGA-gat Basis);
- gender;
- date of birth;
- annual salary;
- date on which the employee enters into employment and type of employment contract;
- end date of employment (in the case of temporary employment contracts);
- Burgerservicenummer (only for the modules WIA Excedent, WIA Vaste aanvulling and WGA-gat Basis);
- the date on which any no risk status starts to apply (if this is not known at the start of employment, ask about this once the agreed trial period has ended).

If an employee's temporary contract is extended:

- the end date of the extended employment relationship;
- conversion to a permanent contract.

If an employee leaves your employment:

- the date on which the employment relationship is/will be terminated.

If an employee's salary changes:

- the date on which the salary changes;
- the new annual salary.

If a salary increases by more than 15% then we may refuse to insure some or all of the increase.

For on-call workers you should report the salary paid over the past year.

5.2 When should you report changes to the employee database?

Please report each change as soon as possible, but no later than one month after the change takes place.

5.3 How should you report changes to the employee database?

You can report the changes in the secure environment of your Werkgeversportaal.

5.4 Are all changes processed automatically?

Changes that you report using your Werkgeversportaal are automatically processed. If automatic processing is not possible then you will be notified about this. In that case we will only implement the change once we have accepted it.

Automatic processing does not mean that the change will also be incorporated in the insurance automatically. Sometimes employees will only be included in the insurance later, for example because they are incapacitated for work. And in some cases an employee will be included for a lower salary, as they have entitlement (or partial entitlement) under another (government or other) scheme. Different rules may apply for different modules. More information on this is provided in chapter 5 of the module terms and conditions.

5.5 What other information are you required to pass on to us?

You must provide us with the following items if we request them:

- a copy of your annual payroll record, if necessary checked and certified by an accountant;
- a report of the information described in paragraph 5.1, prepared and certified by an accountant.

We must receive this information within one month of our request for it.

5.6 What are the consequences if you fail to report changes or provide information or fail to do so on time?

If we have not received changes or information or do not receive them on time, this will have consequences for the benefit payment, allowance and/or supplement that we provide. These consequences differ for each module.

More information on this is provided in chapter 5 of the module terms and conditions.

6 Keeping your Moduleverzekering up to date

It's important that you keep us informed of changes within your company. This ensures that your Moduleverzekering is optimally adjusted to your situation. This paragraph explains which changes you need to tell us about.

6.1 Changes to your company

We expect you to tell us if something changes in your company. This applies to two types of changes:

- changes that result in the termination of your Moduleverzekering;
- changes that affect the risk of incapacity for work.

Changes that result in the termination of your Moduleverzekering;

Certain changes result in the termination of your Moduleverzekering. This is the case if:

- your company is declared insolvent;
- you have applied to the court for a suspension of payments;
- you, or one of your creditors, have/has applied to court for an order declaring your company to be insolvent;
- you apply for 'schuldsanering voor natuurlijke personen' or this is imposed on you;
- you wind up your company or cease your business activities;
- your company is taken over (in the case of a partial takeover the insurance does not terminate automatically);
- you merge with another company, with the result that your company is incorporated into that other company or a new company;
- your company is demerged, in which case the insurance terminates for the split-off entities that are given a new payroll tax number;
- you (also) engage in business activities that are prohibited by law. This also applies if these activities are tolerated by the (local) government.
- you no longer have any employees;
- you have terminated your contract with your arbodienst of bedrijfsarts and you have not entered into a contract with another arbodienst of bedrijfsarts accepted by us.

These changes result in the termination of your Moduleverzekering. Please report these changes as soon as possible, but no later than one month after the event takes place. We will then terminate your Moduleverzekering with effect from the date on which the event occurs.

Changes to the risk of incapacity for work

Certain changes can alter the risk of incapacity for work within your company. This is the case if, for example:

- you take over another company (or part of another company);
- you merge with another company, with the result that the other company is incorporated into your company;
- your company is demerged, in which case you will receive a quotation for the part that continues under the same payroll tax number;
- you sell part of your company;
- the Belastingdienst reclassifies you in a different sector.

Please let us know as soon as possible if one of these situations has occurred or is going to take place. We must receive your notification within one month after the event has occurred or before it is going to take place. We will then send you a quotation for the changed situation.

If you do not agree to the change to the premium and/or the terms and conditions, please inform us as soon as possible and in any event no later than one month after the quotation was issued. In that case, your Moduleverzekering will terminate with effect from the date on which we give notice terminating your insurance.

6.2 Other changes related to the policyholder

Please inform us of any changes to the administrative details for your Moduleverzekering. This is required if:

- your company has a new name or a new address;
- you have a new bank account number;

- you have received a new or additional registration number from the Arbodienst;
- new or changed registration in the Chamber of Commerce;
- change of legal form;
- full or partial transfer of shares;
- Change of payroll tax number.

Please notify us of your changes as soon as possible. We must receive your notification no later than one month after the change has occurred.

6.3 Changes to the cover for your module(s)

If you wish to change the cover for a module, we will send you a quotation. In the quotation we will describe the revised cover and the new premium applicable to it.

If you agree to the premium, please notify us of this. We must receive this notification from you within one month. The new premium will apply from the time when the cover changes. You will receive a revised policy.

If you do not agree to the premium, then please notify us of this as well. We must receive this notification from you within one month. In that case we will not change the cover for the module and we will continue to provide the existing cover.

6.4 Changes to your package of modules

If you wish to change your package of modules, we will send you a quotation. In the quotation we will describe the revised modules and the new premium that applies to them.

If you agree to the premium, please notify us of this. We must receive this notification from you within one month. The new premium will apply from the time when the cover changes. You will receive a revised policy.

If you do not agree to the premium, then please notify us of this as well. We must receive this notification from you within one month. In that case we will not change the cover for the module and we will continue to provide the existing cover.

Some modules and/or extension modules can only be taken out as part of a combination. If you wish to add such a module or extension module to your package, you will also need to add the other modules or extension modules in the combination as well.

If you wish to terminate a module (or extension module) that forms part of a combination then this is only possible if the other modules (and extension modules) in the combination are also terminated. We will inform you about this before we terminate the modules.

7 Changes during the term of your Moduleverzekering

7.1 Are we permitted to change the premium and the terms and conditions?

The general terms and conditions and the module terms and conditions specify when we are permitted to make changes to your insurance. This is for example the case when the cover of your insurance changes or when the insured risk changes.

We may also adjust your premium and the terms and conditions if the (actuarial) premium bases and/or the terms and conditions no longer fit the changed circumstances and our assessment that the risk of absenteeism and/or incapacity for work changes. This is the case, for example, if the national absenteeism and/or the risk of incapacity for work changes or inflation and interest rates change.

If we change the terms and conditions and/or the premium for this reason, then we will not do this for your insurance only. In that case we will make the change for all insurance policies of the same type. Or we will do it for all customers in the same target group as you.

7.2 When are we permitted to change the premium and the terms and conditions?

If we change the terms and conditions and/or the premium for this reason, then we will do this with effect as of the contract expiry date. We will inform you at least two months in advance by letter or e-mail about your new premium percentage and/or the new terms and conditions.

In special circumstances it may be necessary for us to make the change on a date other than the contract expiry date. For example, if the law changes on an earlier date. Or if continuing your insurance without making any changes would have serious financial consequences for us, making the continuation of your insurance unchanged irresponsible. These are situations over which we have no influence. We will then let you know by letter or e-mail when the adjustments take effect.

7.3 What are the consequences for insured persons who are already incapacitated for work?

If an insured person is incapacitated for work at the time when we change the insurance, then the existing terms and conditions will continue to apply to him. The new terms and conditions will only apply once they are no longer incapacitated for work. The new premium will start to apply from the time when we change the insurance.

7.4 What if you don't agree to the change?

If you don't agree to the change, then you can terminate the insurance. In that case, we will terminate your insurance with effect from the date on which the change takes effect. However, we must receive your notice of termination before the date on which we make the adjustment.

8 Your obligations in the event of incapacity for work

Both you and the insured persons have obligations in the event of incapacity for work. We set out below the obligations under the various applicable laws. These apply to all modules. In addition to this, a number of specific obligations apply for each module. These are described in the module terms and conditions. They also describe the consequences if you and/or the insured persons do not comply with the obligations.

8.1 What should you and the insured persons do in the event of incapacity for work?

In the event of incapacity for work, you and the insured persons must comply with the legal obligations relating to prevention, supervision of absenteeism and reintegration.

Your legal obligations as an employer

If an insured person is incapacitated for work, then as an employer you have the following obligations:

- you must engage an arbodienst or bedrijfsarts to assist you with the supervision of the insured person;
- you must arrange for bedrijfsarts to prepare a problem analysis in good time;
- you must prepare an Action Plan in good time;
- you must appoint a case manager in good time;
- you must discuss the matters agreed in the Action Plan with the insured person on a regular basis;
- if necessary, you must ensure that appropriate work is available for the insured person. If no appropriate work is available within your company, then if necessary you must guide the insured person to find appropriate work with a different employer.

The insured persons' legal obligations

If an insured person is incapacitated for work, they have the following obligations:

- they must do everything they can to get back to work as soon as possible;
- they must cooperate with the preparation (in good time) of an Action Plan;

- they must comply with the matters agreed in the Action Plan;
- they must accept the appropriate work that you offer, if the bedrijfsarts considers them to be fit to do so.

8.2 What are the consequences if you or the insured persons do not comply with these obligations?

If you or the insured persons do not comply with these obligations, this can have various consequences.

Consequences for you as an employer

If as an employer you fail to comply with your legal obligations and the insured person applies for benefits under the WIA, then the UWV can require you to keep paying the insured person's salary for even longer after these two years. In that case, the benefits under the WIA will not start until later.

Consequences for the insured persons

If an insured person who is incapacitated for work fails to comply with their obligations, then you can impose a wage penalty on them. In this situation, you temporarily cease to pay the insured person any wages. If the insured person is receiving benefits under the WIA, then the UWV can reduce their benefits.

Consequences for the Moduleverzekering

If you and/or the insured person do not comply with the obligations, this may also have consequences for the allowance or supplement provided under this insurance. These consequences may differ for each module. The consequences of this are explained in chapter 6 of the module terms and conditions.

9 Premium

9.1 When do you pay the premium?

You always pay the premium for the modules that make up your Moduleverzekering in advance. You agree the payment frequency for each module with us: annual, semi-annual, quarterly or monthly. Your cover takes effect if we receive your payment within 30 calendar days after the start of your payment period.

9.2 What happens if you don't pay the premium on time or in full?

For the first premium payment

If you don't pay the first premium for a module on time or in full, then you will not have cover on the start date for that module. If an insured person becomes incapacitated for work during that period then neither you nor they will be entitled to any allowance or benefit payment. The cover will only start once we have received the first premium.

For the subsequent premium payments

If you fail to make a subsequent premium payment for a module on time or in full, then we will send you reminders and we may engage a debt collection agency. You pay the costs of this, including statutory interest.

If you still fail to pay the premium and costs on time after the reminders, this will have consequences for the cover of the module to which the premium applies. These consequences differ for each module. The exact consequences of this are explained in paragraph 7.4 of the module terms and conditions.

10 Fraud

10.1 What do we mean by fraud?

We regard fraud as 'deliberately disadvantaging an insurer to the advantage of the person committing the fraud or a third party'. The person committing the fraud misrepresents the situation in order to, for example, take out insurance or obtain a benefit payment to which they are not entitled or a higher payment than that which they are entitled to. Examples include:

- Not providing honest information to a.s.r., for example when applying for an insurance.
- Not giving an honest account of what happened.
- Altering amounts on bills that will be claimed.
- Claiming more than the actual damage or loss.
- Resubmitting a claim for damage or loss that has been refused, with a different story.

10.2 What do we do if we suspect fraud?

If we have a suspicion of fraud then we will initiate an investigation. If there has been fraud, we will take the following measures:

- you will not receive any further allowance or benefit payment and we will claim back the amounts already paid and the costs incurred. We will also cease to provide you with any services;
- we will terminate your Moduleverzekering. We will also terminate any other insurance that you have taken out with us and with any other ASR Nederland N.V. operating companies, even if you have not committed a fraud in that context;
- you will not be able to take out any other insurance with us or with other ASR Nederland N.V. operating companies in future;
- we will notify the Centrum Bestrijding Verzekeringsfraude van het Verbond van Verzekeraars that you have been listed in the incident register;
- we will report the matter to the police;
- we will report the fraud to the Stichting Centraal Informatie System (CIS), a foundation that stores insurance data for insurance companies. The CIS maintains an incident register. Other insurers in the Netherlands consult this register.

Our complete fraud policy is available at www.asr.nl.

11 Personal data

11.1 Where do we send our communications to?

If we wish to inform you about your insurance, we will send a letter or email to you or to your insurance adviser. You can also find this information in your Werkgeversportaal.

11.2 For what purposes do we use personal data?

You have sent us a range of information about yourself and the insured persons. We will exercise care in dealing with this data. We may use personal data for various purposes, including:

- to process the application;
- to enter into and implement an agreement;
- to process a claim, expenditure or any damage or loss;
- to prevent and combat fraud. We may also use public information about you on the internet for this purpose;
- to ensure the security and integrity of the financial sector;
- to satisfy any laws or regulations;
- to share this, where permitted, with business partners, such as advisers, debt collection agencies, arbodiensten and reintegration companies;

- to conduct market research;
- to carry out statistical analyses and scientific research;
- to improve our services and tailor our services to your personal situation more effectively
- to maintain and expand our relationship with you;
- to inform you about our products;
- to make special offers to you;

In doing so, we comply with the relevant laws and regulations and the codes of conduct of the Verbond van Verzekeraars.

Our complete, up-to-date privacy statement is available at www.asr.nl.

11.3 Who uses the personal (and other) data?

The personal data and any other data are processed by:

- a.s.r. and/or
- one or more legal entities forming part of our group.

But in some cases, also by other businesses that we work with to implement the insurance contract, such as

- an arbodienst;
- a reintegration company;
- a debt collection company.

Responsibility for their use lies with ASR Nederland N.V.

12 Complaints

If you have a complaint regarding the implementation of your insurance or regarding the services provided, then the following actions are available to you:

You can contact your insurance adviser

Ask your insurance adviser for advice first. Where necessary he will try to find an appropriate solution, in consultation with us.

You can submit a complaint to the complaints department at a.s.r.

If discussing the matter with your insurance adviser and/or the individuals at a.s.r. directly involved has not produced a satisfactory result then you can submit a complaint to a.s.r.:

Complaints Department, P.O. Box 2072, 3500 HB UTRECHT

You can also fill in a complaints form. To be found on our website www.asr.nl.

You can go to court

If you do not wish to make use of these complaint procedure options then a further option is to submit your complaint to the civil court.

Complaints about insurance policies that are covered by the Pensioenwet

Several of our modules are covered by the description in the Pensioenwet. These are:

- Basismodule WGA-gat Basis
- Basismodule WIA Excedent
- Basismodule WIA Vaste Aanvulling;
- Basismodule WIA AO minder dan 35%

If an insured person has a complaint about these products then they can submit their complaint to the independent Pensions Ombudsman. They can do this by sending a letter to:

Ombudsman Pensioenen, P.O. Box 93560, 2509 AN Den Haag.
www.ombudsmanpensioenen.nl

Complaints about the MKB Verzuim-ontzorgverzekering

If you have a complaint about the MKB Verzuim-ontzorgverzekering and the complaints procedure followed by our complaint department has not produced a satisfactory result, then you can submit your complaint to the complaints desk for the MKB Verzuim-ontzorgverzekering:
<https://mkbvov.klachtregeling.nl>

The complaints desk only accepts complaints for processing if we have not adhered to the fundamental principles in the product covenant MKB Verzuim-ontzorgverzekering. It is also a requirement that we have finished processing the complaint first.

13 Choice of law

These terms and conditions are subject to Dutch law.

Annex 1 Legal description of definitions of war and kindred risks

Armed conflict: Armed conflict means any situation in which states or other organised parties fight one another, or at least one fights the other, using military powers. Armed conflict also includes armed action by a United Nations peacekeeping force.

Civil war: Civil war means a more or less organised violent conflict between inhabitants of the same state, involving a significant proportion of the inhabitants of that state.

Uprising: Uprising means organised violent resistance within a state, targeted at the authorities.

Civil disturbance: Civil disturbance means more or less organised violent actions, occurring at several locations within a state.

Riot: Riot means a more or less organised localised violent movement, targeted at the authorities

Mutiny: Mutiny means a more or less organised violent movement by members of any armed force, aimed at the authorities placed in charge of them.

Annex 2 Terrorism cover clause

This clause is always applicable and is not stated separately on the policy. These are the policy terms and conditions for the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT) for the insurance of the terrorism risk.

1. Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1 Terrorism:

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2 Malevolent contamination:

The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.3 Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.] (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

1.5 Insurance contracts:

- 1.5.1 Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- 1.5.2 Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- 1.5.3 Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6 Insurers authorised in the Netherlands:

Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

2 Limitation of the cover for terrorism risk

- 2.1 If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:
- Terrorism, malevolent contamination or precautionary measures,
 - Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures, hereinafter to be collectively referred to as 'the terrorism risk',
- the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.
- 2.2 The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.
- 2.3 Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
- loss of or damage to immovable property and/or the contents thereof;
 - consequential loss due to loss of or damage to immovable property and/or the contents thereof,
- shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.

For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.

For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group company(ies) belonging to the group has/have taken out the polic(y)(ies).

3 Payment Protocol NHT

- 3.1** The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.
- 3.2** The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation
- 3.3** Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.
- 3.4** The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

