



Terms and Conditions

Arbeidsongeschiktheidsverzekering

3-12 jaar

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This translation of the Dutch Terms & Conditions 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.

Basismodule Arbeidsongeschiktheid Vast en Basisimodule Arbeidsongeschiktheid Flex

Where in these conditions reference is made to module or modules Arbeidsongeschiktheid is understood the module Arbeidsongeschiktheid Vast and module Arbeidsongeschiktheid Flex.

Your policy, the general terms and conditions and in these specific terms and conditions explain your rights and obligations under the module Arbeidsongeschiktheid.

The general terms and conditions of your Moduleverzekering explain the topics that apply to each module within your Moduleverzekering. In the terms and conditions of this particular module you will find the topics that only apply to the module Arbeidsongeschiktheid. Should the provisions in the terms and conditions of this particular module deviate from the general terms and conditions? In such cases, the provisions of the module Arbeidsongeschiktheid apply.

1 Definitions

In these terms and conditions, we refer to:

1.1 Incapacity for work

An insured party is incapacitated for work providing this falls within the provisions of the WIA. The incapacity for work commences on the first day on which the insured party no longer works due to illness or an accident or ceases work during working hours. This also signals the start of the WIA deferred period. Periods of incapacity for work that succeed each other with a gap of less than four weeks are considered as one period of incapacity for work.

1.2 WIA deferred period

The period between the first working day on which the insured party no longer works due to illness or has ceased to work during working hours and the moment when he becomes entitled to a WIA benefit.

1.3 WIA index

The percentage by which the WIA benefits are increased with the half-yearly indexation.

1.4 WIA salary

The daily salary on the basis of which the UWV calculates the WIA benefit of an insured party who is incapacitated for work.

1.5 Maximum WIA salary

The maximum daily salary on the basis of which the WIA benefit is calculated.

1.6 Employee for the Module Arbeidsongeschiktheid Vast

Contrary to the general terms and conditions, for the module Arbeidsongeschiktheid Vast the term employee means:

- the employee with an employment contract for an indefinite period of time

1.7 Employee for the Module Arbeidsongeschiktheid Flex

Contrary to the general terms and conditions, for the module Arbeidsongeschiktheid Flex the term employee means:

- the employee with a fixed-term employment contract and the employee with a on-call contract;
- the employee whose employment relationship pursuant to Article 4 or 5 of the Ziektewet (fictitious employment) is considered to be employment;
- the ex-employee who, within 4 weeks after the end of the employment relationship with the policyholder, has become incapacitated for work, with the exception of the former employee who - on the first day of his incapacity for work - claims benefits under the Werkloosheidswet or has an employment relationship by another employer.

2 The basis of your module Arbeidsongeschiktheid

2.1 The information received from you on commencement of the module (duty of disclosure)

When applying for the module, you will be required to answer various questions posed by us and on our behalf. You are legally obliged to provide accurate and full answers. Based on your answers, the module will be drawn up and agreed upon.

Are your answers inaccurate or have you failed to fully answer our questions? And if on receipt of accurate answers, your application would still have been refused? Or the application would have been accepted only by offering other terms & conditions or a higher premium? Then it enables us to:

- reduce, terminate or refuse your compensation. Compensations that we have already paid out, will be recovered from you;
- recover from you wholly or in part de compensations we had to pay out to UWV
- adjust the premium and/or the terms & conditions of the module;
- terminate the module. We will only carry out the latter option should you have intentionally provided us with inaccurate answers, or if we would have chosen not to accept the module should the answers have been accurate.

2.2 When an employee's incapacity for work is to be expected

Has an employee become incapacitated for work within six months of the commencement of the module or of his employment? And was his state of health at the commencement of the module or of his employment already such that you could have expected this incapacity? We can then refuse payment of the compensation temporarily or permanently, in whole or in part.

If you held a similar insurance immediately prior to the commencement of the module, the above provision does not apply. However, the provision always applies to new employees.

3 The coverage of your module Arbeidsongeschiktheid

3.1 What is the objective of your module Arbeidsongeschiktheid?

The purpose of the module Arbeidsongeschiktheid is to provide a compensation to you for the WGA benefits you have to pay as self-insurer for the incapacitated insured party.

3.2 When are you entitled to a compensation?

You are entitled to a compensation if all the following conditions are met:

- the insured party receives a WGA benefit due to partial incapacity for work that you have to pay as self-insurer;
- the incapacity for work commenced on or after the effective date of this module;

- the insured party was able to fully perform his working activities in the four weeks prior to the commencement date of this module;
- the general terms and conditions and these module terms and conditions have been complied with.

3.3 How is the right to a compensation established?

The UWV determines whether the insured party is incapacitated for work and how high the benefit is. On this basis we determine the amount and duration of the compensation. Furthermore, we assess whether the general terms and conditions and these specific module terms and conditions have been complied with and whether there is a right to compensation.

3.4 How do we calculate the compensation?

We calculate your compensation on the basis of the UWV declaration. This shows the benefit amount that you owe to UWV.

The amount of your compensation is equal to the amount of the WGA benefit that UWV has determined for the insured party. These include:

- the WGA-loongerelateerde uitkering;
- the WGA-vervolguitkering;
- the WGA-loonaanvullingsuitkering, up to a maximum of the amount of the WGA-vervolguitkering. You will not receive any compensation for the part of the WGA-loonaanvullingsuitkering that is borne by the UWV. Do you have to pay statutory contributions on the benefit that you cannot deduct from the benefit? Then we also reimburse these contributions.

3.5 For how long will you receive a compensation?

You are entitled to compensation as long as the insured party receives a WGA benefit and the general terms and conditions and these module terms and conditions are met. The compensation ends after a period of 10 years, but in any case at the AOW pension age. These 10 years start on the day that the insured is awarded a WGA benefit. If the UWV has given you permission for a voluntary extension of the continued payment of wages, the period of 10 years starts after the WIA deferred period has ended. Periods in which the insured party receives an IVA benefit count towards determining the maximum period of 10 years.

Will the insured party's WGA benefit be stopped, but will he be entitled to it again later? Then the 10-year period continues after this interruption. We then speak of reviving the benefit. This is the case, for example, in the following situations:

- the insured party's WGA benefit has been stopped because he was declared incapacitated for work by less than 35%. Within five years, his incapacity for work has worsened again due to the same cause. That is why he has again been declared incapacitated for work for more than 35%;
- the insured party's WGA benefit was stopped because he moved abroad. He now lives in the Netherlands again and is still more than 35% incapacitated for work.

3.6 When and to whom do we pay the compensation?

The compensation will be paid to you after we have received a copy of the UWV invoice and proof that you have paid the invoice to UWV. You can upload the invoice and the proof of payment in your werkgeversportaal.

Payments will only be transferred to an account within the SEPA (Single Euro Payments Area).

3.7 What service provision can you expect?

For the following services you can always contact your arbodienst/re-integratiebedrijf mentioned in your policy. In case you did not obtain arbobegeleiding/reintegration by us, then you can contact a.s.r. re-integratie for these services.

- Advice on prevention. Both for individual insured parties and for any organisation-wide issues.

- Advise on the opportunities of reintegrating individual insured parties.
- Advice on the possibilities to impose a sanction if an incapacitated insured party does not or insufficiently cooperates with his reintegration. They also support you in this process.
- Have you received a decision from UWV? Then you will be supported in assessing the decision and you will receive advice about your options. If you want to object or appeal against the UWV's decision, you will be supported in this.
- Do you want a reassessment of an incapacitated insured party? Then you will receive advice about this and you will be supported in making this request.

3.8 Warranty UWV

Can you only become a self-insurer for the WGA if a written warranty is submitted to the Belastingdienst? Then this module Arbeidsongeschiktheid serves as a legally required warranty. We will send a warranty statement to the Belastingdienst.

Based on the warranty statement, UWV can ask us for compensation for the WGA benefits of your employees. Does it later turn out that you were not entitled to compensation on the basis of the general terms and conditions or these module terms and conditions? Then you must repay us the amount we have paid to UWV.

3.9 Termination of warranty UWV/Termination of your module Arbeidsongeschiktheid

The warranty statement is inextricably linked to the module Arbeidsongeschiktheid. When the module Arbeidsongeschiktheid is terminated, the warranty automatically ends. We then inform the Belastingdienst that we no longer guarantee the benefits of employees who have become incapacitated for work after the date of withdrawal.

If you ask the Belastingdienst to terminate your self-insurership, you must inform us about this at the same time. We withdraw the warranty statement and terminate the module Arbeidsongeschiktheid as of the date on which you are no longer an self-insurer.

Do you not notify us that you are going to terminate your self-insurership, or we will only receive your message about this after the self-insurership has been terminated? Then we will reclaim any compensation we have to pay as a result of the late notification from you.

3.10 Is it possible to transfer the rights under this agreement?

The rights under this agreement may not be transferred, pledged, or otherwise used as security.

4 Expiry of the compensation

4.1 When are you no longer entitled to compensation?

In some cases, you are not entitled to compensation for the insured. Or discontinue your compensation earlier than you have agreed with us. See relevant circumstances listed below.

- **You no longer have a payment obligation of the WGA benefit.**

We no longer pay compensation for an insured party if UWV has terminated his WGA benefit. This is the case if:

- the insured party is deceased (in that case, the compensation ceases one month after death);
- the insured party has been declared less than 35% incapacitated for work. As a result, he is no longer entitled to a WGA benefit;
- the insured party has been declared fully and permanently incapacitated for work. At this point the WGA benefit is replaced by an IVA benefit;
- the insured party has reached the AOW pension age. As a result, the WGA benefit lapses.

- **You are not (or no longer) entitled to compensation on the basis of the policy conditions**

You are not (or no longer) entitled to compensation for an insured party should you cease to meet the policy conditions. This is the case when:

- the insured party was already incapacitated for work on the commencement date of the module. Or was incapacitated for work in the four weeks prior to the commencement date of this module. This also applies to incapacitated employees who are employed by you through acquisition of or merger with another company;
- you do not pay the premium in full, do not pay on time or refuse to pay after we have given you a reminder and the insured party became incapacitated for work during the period that the insurance was suspended;
- you have received compensation for the insured party for 10 years (this is the maximum benefit period);
- you have committed fraud or deliberately misled us;
- there is evidence of an exemption as stated in chapter 4 of the general terms and conditions;
- you do not comply with your obligations in the event of incapacity for work;
- if the UWV declares the WGA benefit directly to us on the basis of the warranty statement issued.

4.2 How will it affect your right to compensation should the module be terminated?

Should the module be terminated when the insured party has become incapacitated for work during the term of the module? You retain the right to compensation. On the provision that you continue to comply with the requirements of the module in the event of incapacity for work.

Is the module terminated for one of the following reasons while the insured party has become incapacitated for work during the term of the module?

- your company is taken over;
- you merge with another company where your company is transferred to that other company or a new company;

Then we pay the compensation for the WGA benefit that the new employer must pay to this insured party during his incapacity for work to the new employer. On the provision that the new employer complies with the obligations in the event of incapacity for work.

However, the compensation will be terminated if the provisions of section 4.1 apply.

5 Keeping your employee database up to date

It is important that we are always supplied with the most up-to-date information relating to your employees. In chapter 5 of the general terms and conditions you can read which changes in your employee database you are required to pass on to us. In this chapter you can read which employees cannot be (directly) insured. We also explain the consequences should you fail to provide us with any amendments or other information (in time).

5.1 When is the employee not (directly) covered by the insurance?

The employee is not (directly) covered by the insurance in the following cases:

- the employee is already incapacitated for work on the commencement date of the module. Or was incapacitated for work in the four weeks prior to the commencement date of this module; He will not be covered by the insurance until he is fully fit for work for four consecutive weeks;
- the employee with a no-risk status. He is only covered when the no-risk status has ended;
- the employee who is entitled to the "oudere werklozenregeling" of Article 29b of the Ziektewet. He is only covered if the employment relationship lasted five years;
- the employee has been employed by you on the basis of the Participatiewet;
- the employee receives a WAO or WIA benefit on the commencement date of the insurance;
- the employee has been declared incapacitated for work in the previous four weeks by the UWV for less than:
 - 35% in the case of a WGA benefit;
 - 15% in the case of a WAO benefit;

this employee will be covered when he is less than 35%, respectively 15% incapacitated for work for four consecutive weeks. The coverage only applies if the insured party becomes incapacitated for work from another cause. Will the insured party become incapacitated for work again within 5 years from the same cause,

as a result of which the WGA- benefit starts later, or the WGA or WAO benefit revives, then this is not insured. Then there is an ongoing incapacity for work. UWV determines whether there is incapacity for work from the same or a other cause.

New employees are not (directly) covered by insurance should one of the aforementioned circumstances occur on the date of commencement of employment.

5.2 Are you making use of the Salariskoppeling?

If that is the case, paragraphs 5.3 and 5.4 do not apply. Periodically we collect the agreed fixed gross period salary and the information described in chapter 5 of the general terms and conditions from your remuneration package. In case of a discrepancy between our administration and the administration in your remuneration package, the data in the remuneration package is leading.

5.3 What are the consequences if you do not give notice (in time) of an amendment in your employee database?

We require receipt of your notification of a new employee within one month. Should we not be in receipt of your notification, this employee will not be covered by the insurance. This means that you will not receive compensation if he becomes incapacitated for work.

Should we receive a notification regarding a new employee after the one-month period? He shall only be included in the module as from the date he entered into your employment, or from the commencement date of the module should this be the later date. From that date onwards, you will also owe a premium for this employee. However, the coverage of the module only starts at the date of registration.

Insured wages

We want to receive the (changed) salary from you within one month. If the insured salary is higher than registered with us and we have not received this notification (in time), we will not count the increase in the calculation of the compensation. You will, however, still owe a premium on this salary increase from the moment the increase was initiated.

Should it concern a lower insured salary and we have not received this notification (in time)? And as a result, you received an excessive compensation? In such cases you will be required to pay back the excess. Any overpayment made to us will be refunded to you.

Resignations

Does an employee leave employment and is he incapacitated for work at that time? Then we want to receive your notification no later than the last day of employment. If your employee is not incapacitated for work at the time the employment is terminated, we want to have received your report within one month.

No right to compensation

Did we not receive a notification or received it too late? And did we pay the compensation directly to UWV, while you were not entitled to this compensation on the basis of the general terms and conditions and these module terms and conditions? Then we will reclaim from you the amount we have paid to UWV.

5.4 What are the consequences if you do not pass on requested information (in time)?

Have we requested receipt of your Collective Wage Sheet or a substantiation of your employee database and were we not in receipt of this in time? Suspension of coverage of this module will follow. Consequently, the payment of compensations will be suspended pending receipt of the requested information. Once we are in receipt of the required information, the payment of compensations will recommence.

Have we suspended coverage and are we still not in receipt of the requested information despite reminders? We are subsequently free to terminate the module. If we do so, the warranty statement we have issued will lapse. You will then be compulsorily insured via UWV.

6 Obligations in the event of incapacity for work

Listed below a summary of essential requirements for you should the insured party be incapacitated for work. Furthermore, any liable consequences should you fail to comply with these obligations.

6.1 When do you report incapacity for work?

If the insured party has reported their incapacity for work, you can report this to us via your Werkgeversportaal. You should do this as soon as possible, but no later than the 42nd week after first day of incapacity for work.

If an insured party who is incapacitated for work leaves employment, you must report this no later than the last day of employment, even if this is earlier than the 42nd week after the first day of incapacity for work. If the insured party reports that he is incapacitated for work within four weeks after he has left your employment, you must report this to us on the day that you have received the notification of incapacity for work.

In doing so you must inform us of:

- the first day on which the insured party ceased working due to incapacity for work;
- the percentage of the insured party's incapacity for work;
- the date on which the insured party who is incapacitated for work left your employment.

Notification of amendments

Has the insured party's percentage of incapacity for work been amended or has he (fully) returned to work? This notification must be registered via your Werkgeversportaal within two working days. This also applies when the insured party is required to perform suitable working activities or therapeutic work.

Exemption

This section does not apply should you have also taken out a Verzuimverzekering 0-2-jaar with us. In such cases we will have already received your notifications via that module.

6.2 What are the consequences if you fail to submit a notification in time?

Do we not receive the notification in time and have we been harmed in our interests? Then we reduce the compensation or we postpone the commencement date of any compensation in accordance with the damage we suffer due to the late notification or the right to compensation expires.

When this is the case but we have to pay the compensation directly to the UWV on the basis of the warranty statement, we will reclaim the damage suffered by us from you.

Notification after three years

If we only receive a notification of incapacity for work after three years, you are no longer entitled to a compensation for this insured party.

6.3 What information are you required to pass on to us?

- We must have received any decision and declaration that you receive from the UWV within two weeks of the date of the decision or declaration.
- If you are asked to do so, you authorize UWV to pass on information about WIA benefits of insured party's directly to us. This only concerns the administrative information that UWV uses to determine the amount of the WIA benefits. We must receive the authorization from you within two weeks after we have requested it from you.
- At our request, you provide the reintegration staff with all relevant information needed to assess whether there are reintegration options for the insured party. Or to check whether a decision of the UWV is correct. This may include, for example, the reintegration Plan of Action, or other documents. The reintegration staff must receive the information from you within two weeks of our request

- At our request, you authorize the medical advisor of ASR Re-integratie B.V. to ask UWV on your behalf for a reassessment of the insured party. Or to object to a decision issued by the UWV. We must receive the authorization from you within two weeks after we have requested it from you.
- Do you impose a sanction on an insured party who is incapacitated for work because he does not comply with his reintegration obligations? Then you inform us. We must have received this information from you within two weeks.

6.4 What are the consequences if you fail to pass on this information (in time)?

Should you fail to provide the relevant information (in time), we will reduce or refuse your compensation in its entirety. This is only carried out when submitting an objection or appeal is no longer possible, or if we have been harmed in our interests for other reasons. This means that you will receive no or a lower compensation for the insured party to whom the requested information relates. If this is the case, but we have to pay the compensation directly to the UWV on the basis of the warranty statement, we will (partially) reclaim this compensation from you.

6.5 What are your obligations in cases of reintegration?

In chapter 8 of the general terms and conditions we have explained which legal obligations you must comply with in terms of reintegration and absenteeism counselling. Furthermore, you must abide by the advice of your arbo-dienst, the instructions of the reintegration employee and the instructions of any experts we may deploy. Finally, you are required to inform us immediately should the insured party fail to sufficiently comply with obligations regarding their reintegration. If necessary, you are obliged to refuse the benefit to the insured party in whole or in part, temporarily or permanently to the extent permitted by law.

6.6 What are the consequences if you do not comply with these obligations?

If you fail to comply with the obligations set out in paragraph 6.5, we have the right to reduce or terminate the compensation. This is only carried out in cases where WIA benefit would have been lower or could have been terminated should you had fulfilled your obligations. We can also charge a higher premium or terminate the insurance. We will do this with effect as of the contract expiry date. We will inform you of this at least two months before the contract expiry date.

6.7 What do you do if someone is liable for the insured party's incapacity for work?

Is a third party liable for an employee's incapacity for work? Then you have the legal right to recover the net part of the WGA benefit from this person. This also applies to the reasonable costs you incur for the reintegration of your employee.

If the incapacity for work of an insured party is caused by a liable third party, you must report this to us within one month. You must also let us know if you are going to recover the losses. If you are going to recover the losses, you will inform us about the progress and the result of your recovery action.

If you are not going to recover the losses, you enable us to recover the compensation we have paid to you from the liable third party, without hindering us in this. If we are going to recover, we will only recover the compensation that we have paid ourselves. We cannot recover the reintegration costs you incur.

6.8 What are the consequences for the compensation if someone is liable for the incapacity for work of the insured party?

Is a third party liable for the incapacity for work of an insured party and are you going to recover the losses on him? Then our compensation for the WGA benefit is an advance. You must repay to us the WGA benefit that you recover and for which we have paid an advance.

Are you not going to recover the losses and do you not or insufficiently enable us to recover the compensation paid by us from the liable third party? Then we can reduce the compensation by the amount that we could have recovered if you had enabled us to do so. We determine this amount ourselves and you must repay it to us.

7 Your premium

7.1 How is your premium determined?

We base the premium for your module Arbeidsongeschiktheid on the following data:

- the number of employees and their ages and gender with a permanent employment contract;
- the number of employees and their ages and gender with a temporary employment contract;
- the AOW pension age of your employees;
- the (maximum) insured salary of your employees;
- the sector to which your company is affiliated;
- the WIA inflow statistics based on the Verbond van Verzekeraars model;
- for companies with more than 100 employees: the number of employees in your company who have received a WIA benefit in the previous three years;
- the choices you make in terms of coverage (coverage percentages, indexation);
- any applied discounts or surcharges.

The premium is expressed as a percentage of the insured salaries for employees with an employment contract for an indefinite period and a percentage of the insured salaries for employees with a fictitious employment relationship or a fixed-term employment contract. The percentages can be found on the policy schedule.

7.2 When will your premium percentages be determined?

Your premium percentages will be determined for the first time at the commencement of your module on the basis of the data mentioned in section 7.1. After that, we re-establish the premium percentages on each contract expiry date.

You will receive a letter with your new premium percentages approximately two months before the contract expiry date. Should your premium rates change? The new premium percentages will take effect as of the contract expiry date.

Should you disagree with the adjustment of your premium percentages? We require notification of your objection within one month subsequent to having informed you of the adjustment. The module will thus terminate as from the expiry date on the contract.

Should the number of employees change due to (partial) acquisition of another company, merger, demerger of your company or because you have sold part of your company? In this case the premium percentage will also be adjusted. At this point we will present you with a renewed quotation.

Should you disagree with the adjustment of your premium percentages? We require notification of your objection within one month subsequent to having informed you of the adjustment. The module then terminates as of the date on which your excess changed.

The premium percentages will also change if your activities are reclassified and assigned to another sector. Your premium percentages will also change should you adjust the cover or any discounts or applied surcharges. At this point we will present you with a renewed quotation.

Should you disagree with the adjustment of your premium percentages? We require notification of your objection within one month subsequent to having informed you of the adjustment. The module will thus terminate as from the expiry date on the contract.

7.3 Is your premium adjusted in the event of changes within your workforce?

The premium will be adjusted should the insured wage total of your module change. This may occur due to:

- the hiring of new employees;
- employees leaving your workforce;
- any changes to the salary of one or more insured parties.

In this case the change in the premium will be calculated and adjusted accordingly. These new changes will take place in the next post settlement period adjustment. The post settlement period adjustment we have agreed upon can be found on your policy schedule. This premium change does not entitle you to terminate the module.

The premium percentages are not adjusted due to changes in the workforce.

Are you making use of the Salariskoppeling? In January each year, we shall retrieve the (cumulative) annual salary data as reported by you to the Belastingdienst in the category 'loon voor werknemersverzekeringen' for the previous year on a one-off basis. Based on this report, a final premium will be calculated based on the previous year. Should the outcome be higher than the premium you paid for that year, you will be required to reimburse the difference. Should the outcome be lower than the premium you paid for that year, you will be reimbursed the difference.

7.4 What are the consequences if you fail to pay the premium in time or in full?

If you do not pay the premium and costs in time or in full, we will suspend the coverage of your module. We will inform you of the date from which your coverage is suspended.

Should the insured party become incapacitated for work during the suspension? As such you are not entitled to compensation for this insured party. This applies to the entire period that the insured party is incapacitated for work, even when you pay the premium and costs at a later date and the insured party remains incapacitated for work. If we have to pay the compensation to the UWV for this insured party on the basis of the warranty statement, we will reclaim this compensation from you.

Was the insured party already incapacitated for work before the cover was suspended? Then you are entitled to compensation for this insured party.

Should we have suspended the cover and you have still refrained from paying the premium and costs? We are subsequently free to terminate the module. You will then no longer be insured. You will then be compulsorily insured with UWV.

7.5 For which insured parties are you not (or no longer) required to pay premium?

You are not required to pay any further premium for:

- the insured party who has not (yet) been included in the module due to incapacity for work at the commencement of the module. This insured party will be included in the module from the moment he has been fully employed for four consecutive weeks. From that moment on, you will pay premium for this insured party;
- the insured party who is within two years of reaching the AOW pension age;
- the insured party who receives a WIA benefit;
- the insured party who has a no-risk status. As soon as this insured party has no longer a no-risk status, you pay a full premium for him.

