



Terms and Conditions

Inkomensaanvulverzekering

Basismodule WIA AO minder dan 35%

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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 de Terms and Conditions must match with the model number in your policy schedule.

Basismodule WIA AO minder dan 35%

Your policy, the general terms and conditions and in these specific terms and conditions explain your rights and obligations under the module WIA AO minder dan 35%.

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 WIA AO minder dan 35%. 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 WIA AO minder dan 35% apply.

1 Definitions

In these terms and conditions, we refer to:

1.1 Incapacity for work

The insured party is incapacitated for work if, due to an illness, accident or defect:

- he is at least 15% incapacitated to perform generally accepted work; and
- he is not entitled to a WIA benefit.

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.

1.2 Income from work

Where in this terms and conditions we refer to the income that the incapacitated insured party still earns by working, we mean the taxable business profit, taxable salary and/or taxable result of other activities according to the provisions of Wet op de inkomstenbelasting 2001.

1.3 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.

1.4 Insured amount

The amount on which we base the supplement that the insured receives from us. The insured amount is equal to the insured salary on the first day of incapacity for work.

2 The basis of your module WIA AO minder dan 35%

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:

- recover from you wholly or in part, the supplements that we have paid out to insured parties;
- 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 supplement 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.

2.3 The information we receive from your employee should he have reconsidered his decision regarding the waiver (duty of disclosure)

If an employee does not wish to participate in the module, he is free to sign a waiver. If he later changes his mind regarding the waiver, he is legally obliged to accurately and fully answer the questions posed by us and on our behalf. Based on these answers, we shall determine whether to include the employee in the module.

Are the insured party's answers inaccurate or has he failed to fully answer our questions? And if on receipt of accurate answers, would we still not have accepted the insured party to the insurance module? This will result in the termination of the participation in this module by this insured party. No supplement is received hereafter. Any supplements already paid out will be recovered from the insured party.

2.4 Benefit agreement

The module WIA AO minder dan 35% is a benefit agreement as described in the Pensioenwet. This means that the level of supplement to be paid to the insured party has been agreed upon in advance. The module WIA AO minder dan 35% is a risk insurance whereby the insured party cannot build up value which can be transferred to another pension provider.

3 The coverage of your module WIA AO minder dan 35%

3.1 What is the objective of your module WIA AO minder dan 35%

The purpose of the coverage AO minder dan 35% is to provide a supplement on the income of the insured party who are not entitled to a WIA benefit immediately following the WIA deferred period.

3.2 When is the insured party entitled to a supplement?

The insured party is entitled to a supplement if all the following conditions are met:

- the insured party does not receive a WIA benefit because he has been declared less than 35% incapacitated for work (but 15% or more) by the UWV immediately following the WIA deferred period and the insured party receives income from work;
- 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 supplement established?

UWV determines whether the insured party is less than 35% incapacitated for work. On this basis we determine whether there is a right to a supplement, and the amount and duration concerned. Furthermore, we assess whether the general terms and conditions and these specific conditions have been complied with.

We base the amount of the supplement on the disability percentage of the insured. If the UWV has determined a specific percentage, we use this percentage. Has the UWV only determined that the degree of incapacity for work is less than 35%? In this case we determine the exact disability percentage ourselves. We do this by deducting the remaining earning capacity determined by the UWV for the insured party from the (unmaximized) WIA-salary determined by the UWV. The result is then divided by the same (unmaximized) WIA-salary.

Right to a supplement for more than two years

Is the insured person entitled to a supplement for more than two years? Then we determine the disability percentage from the second year on ourselves. We do this by annually determining the remaining earning capacity of the insured according to the rules of the WIA. We then deduct this amount from the (unmaximized) WIA-salary determined at the start of the supplement. We will increase this amount with the indexation according to the WIA. We divide the result by the same (unmaximized) WIA-salary.

3.4 How do we calculate the supplement?

The supplement is calculated per working day. We do this by dividing the insured amount on the first day of incapacity for work by 261 days. For each working day that the insured party is incapacitated for work, he receives a portion of the calculated supplement. However, he will not receive this supplement relating to the WIA deferred period.

We calculate the supplement as follows:

- have we agreed on a fixed percentage of the insured amount? Then the supplement is equal to the insured amount multiplied by the agreed percentage;
- have we agreed that the amount of the supplement depends on the degree of incapacity for work? The table shown in your policy schedule indicates what percentage of the insured amount the insured party will receive in the event of partial incapacity for work. This percentage is then multiplied by the insured amount. The resulting amount is the supplement that the insured party receives.

All reached agreements can be found on your policy schedule.

3.5 For how long will the insured party receive the supplement?

The length of time the insured party continues to receive the supplement depends on our mutually made agreements. Furthermore, the general terms and conditions and these specific module conditions must be met.

- Has a ceasing age been agreed upon? In such a case, the insured party will receive the supplement for as long as he is between 15 and 35% incapacitated for work and receives income from work, but no longer than the agreed ceasing age.
- Has a maximum period of entitlement to benefit been agreed upon? In such a case, the insured party will receive the supplement for as long as he is between 15 and 35% incapacitated for work and receives income from work, but no longer than the agreed maximum period. The period of entitlement to benefit commences on the day on which the insured party is first entitled to the supplement. Should the insured party reach the agreed ceasing age before the period of entitlement to benefit has ended? In such a case the insured party will receive the supplement up to the agreed ceasing age.

All reached agreements can be found on your policy schedule.

3.6 When and to whom do we pay the supplement?

The supplement is paid to the insured party at the end of each month. The statutory payroll taxes and social security contributions are accordingly deducted from this amount.

The supplement may also be paid directly to you as policy holder. This occurs only if the insured party is employed by you and expressly agrees to it. If the supplement is paid directly to you as policy holder, you are thereafter required to pay the amount directly to the insured party. The statutory payroll taxes and social security contributions must also accordingly be deducted from this amount. Should you fail to pay out the supplement to the insured party and we are subsequently required to reimburse the insured party? Immediate repayment of the supplement to us is mandatory.

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.

3.8 Is the supplement index linked?

If this was agreed upon at the commencement of this module, the insured amount will be indexed annually as of 1 January with the agreed percentage. This will first take place on 1 January of the year subsequent to the insured party having become incapacitated for work. You can find this index percentage on your policy schedule.

Once the WIA index has mutually been agreed upon, we will index the insured amount using the same percentage the UWV uses to index the WIA benefit. This takes place semi-annually on 1 January and 1 July.

This will be on the first subsequent 1 January or 1 July following the date on which the insured became incapacitated for work.

3.9 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 supplement

4.1 When is the insured party not (or no longer) entitled to a supplement?

In some cases, the insured party is not entitled to a supplement. Or discontinue the supplement earlier than you have agreed with us. See relevant circumstances listed below.

The insured party does not (no longer) receive a supplement should you or the insured party cease to meet the policy conditions. This is the case when:

- the insured party is no longer incapacitated for work;
- the insured party has received a WIA benefit and is subsequently declared less than 35% incapacitated for work by the UWV;
- the insured party is deceased (in that case the supplement ceases one month after death);
- the insured party earns more than before he became incapacitated for work;
- the insured party no longer has any income from work;
- the maximum period of entitlement to benefit has been reached;
- the insured party has reached the prearranged ceasing age;
- the insured party has committed fraud or has deliberately misled us;
- the insured party has failed in providing us with accurate or adequate personal information;
- the insured party does not fulfil his obligations in the event of incapacity for work;
- there is evidence of an exemption as stated in chapter 4 of the general terms and conditions.

4.2 How will it affect the supplement 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? The insured party retains the right to a supplement. On the provision that you and the insured party continue to comply with the requirements of the module in the event of incapacity for work.

The supplement will be terminated in the same way we would also terminate the supplement if the module was still valid.

4.3 How will it affect the supplement should the incapacitated insured party leave your employment?

Should the insured party leave your employment whilst incapacitated for work during the period covered by the module? The insured party retains the right to a supplement. On the provision that you and the insured party continue to comply with the requirements of the module in the event of incapacity for work.

The supplement will be terminated in the same way we would also terminate the supplement if the insured party remained in your employment.

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 has signed a waiver;
- 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 receives a WAO benefit or WIA benefit on the commencement date of this module;
- the employee was 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 by insurance when he is less than 35%, respectively 15% incapacitated for four consecutive weeks. It is not relevant whether the incapacity for work originates from the same or an alternative 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 are required to reimburse us for any supplement already granted to this employee. We only grant this supplement if we are obliged to do so under the provisions of the Pensioenwet.

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 supplement. You will, however, still owe a premium on this salary increase from the moment the increase was initiated. Under the provisions of the Pensioenwet, are we obliged to include the salary increase in the calculation of the supplements? In such cases you will be required to reimburse us for the extra portion of the supplements.

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

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 supplements will be suspended pending receipt of the requested information. Under the provisions of the Pensioenwet, are we obliged to pay the supplements during the period in which coverage is suspended? In such cases you will be required to reimburse us of the paid-out amount of these supplements.

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.

6 Obligations in the event of incapacity for work

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

Your 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 the notification. In doing so you must inform us of:

- the date on which the insured party ceased working due to incapacity for work;
- the percentage of the insured party's incapacity for work.

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?

Should we receive the notification of incapacity for work after 42 weeks? A right to a supplement is denied should our interests have been adversely affected. In such cases, the supplement amount paid out to the insured party will be recovered from you.

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

If you are asked to do so, you are required to provide our reintegration staff of all relevant information needed to assess whether the insured party has any right to reintegration options. Or to check whether the UWW decision is correct. This may concern, for example, the reintegration Plan of Action, or other relevant documents.

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 have the right to recover from you, all, or a portion thereof, of the supplement already paid to the insured party. This is only carried out in cases where this supplement amount would have been lower should we have received the information in time.

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 arbodienst, 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.

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 recover from you, all or a portion thereof, of the supplement amount already paid out to the insured party. This is only carried out in cases where this supplement amount would have been lower or could have been terminated should you had fulfilled your obligations.

Obligations for the incapacitated insured party

6.7 Which information is the incapacitated insured party required to pass on to us?

- Has the insured party received an order or notification from the UWV? The insured party is required to send us a copy of this document within one week. This applies to orders and notifications in case of WIA and/or WW.
- Are there any changes in earned income? The insured party is required to inform us of these changes within one week.
- Does the degree of incapacity for work change? The insured party is required to inform us of these changes within one week.
- If requested, the insured party is required to provide us with all necessary information, which allows us to assess what the options are for his reintegration. To this end, the insured party shall grant the necessary authorisations, if required.

6.8 What are the consequences should the insured party fail to pass on this information (in time)?

Should the insured party fail to provide the relevant information (in time), any supplement will be suspended. As a result, the insured party will not receive any supplement pending receipt of this information and we were able to establish the right to and the amount of the supplement.

6.9 What are the insured party's obligations in cases of reintegration?

In chapter 8 of the general terms and conditions we have explained which legal obligations must be complied with by the incapacitated insured party in terms of reintegration. Furthermore, you must abide by the advice of your arbodienst, the instructions of the reintegration employee and the instructions of any experts we may deploy.

6.10 What are the consequences should the insured party not comply with these obligations?

Should the insured party fail to comply with the obligations set out in paragraph 6.9, we have the right to terminate or reduce the supplement. This is only carried out in cases where this supplement amount would have been lower or could have been terminated should the insured party have fulfilled their obligations.

7 Your premium

7.1 How is your premium determined?

We base the premium for your module WIA AO minder dan 35% on the information referred to in Chapter 7 of the General Terms and Conditions and the following data:

- the number of employees and their ages and gender;
- 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;
- 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. Further information regarding these provisions can be found on the policy schedule.

7.2 When will your premium percentage be determined?

Your premium percentage 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 percentage on each contract expiry date.

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

Should you disagree with the adjustment of your premium percentage? 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 percentage? 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 percentage will also change if your activities are reclassified and assigned to another sector. Your premium percentage 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 percentage? 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 percentage is not adjusted due to changes in the workforce.

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

If you fail to pay the premium and costs in time or in full, a letter will be sent to the insured parties. They will be informed of the fact that you have failed to (fully) pay the premium and costs. You will receive a notification of this measure prior to the despatch of this letter. We will also inform you of when exactly the letter will be sent.

After this letter has been sent to the insured parties, you will still have three months to pay the premium and costs in full. Should you fail to comply, the module will be terminated at the close of these three months. Insured parties who become incapacitated for work from that moment on are no longer entitled to a supplement.

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.

