Hienfeld



Implementation Agreement

WGA-hiaatverzekering

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Implementation Agreement WGA-hiaatverzekering

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This WGA-hiaatverzekering Implementation Agreement forms part of the insurance contract. The above summary covers a number of topics. However, not all of the topics covered in this implementation agreement are mentioned in the summary. In a specific case, other provisions of this Implementation Agreement may also be relevant.

Free and non-commital translation

As these General Terms and Conditions are a translation of the Dutch written General Terms and Conditions, the Dutch General Terms and Conditions will prevail in case of disputes or differences.

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1 General provisions

1.1 Scope of the insurance

The purpose of the WGA-hiaatverzekering is to provide insured employees with a supplementary benefit when they receive a WGA follow-on benefit from UWV.

1.2 Defined-Benefit Agreement

This insurance constitutes a defined-benefit agreement under the Dutch Pensions Act. This means that the amount of the benefit is agreed in advance and no value accrual takes place that is transferable to another pension provider. Information on how the amount of the benefit is determined can be found in Article 2.2 "Determination of the benefit".

1.3 Who is insured?

The insurance provides cover for the group of employees specified in the policy. All these employees must participate in the insurance scheme, unless an exception is provided for in the conditions, pension scheme or by law.

1.4 Conditions for employee participation

1.4.1 Participation

Employees are considered to be insured only if the employee:

- Has been registered with the authorised agents.
- Has been accepted by the authorised agents.
- Is not ill or occupationally disabled at the effective date of the insurance policy or at the start of employment. If, on the effective date of the insurance policy, the employee is not fully fit for work due to illness or disability (or has been ill for four consecutive weeks in the four weeks before this date), cover will only start once the employee has fully resumed work for at least four consecutive weeks.

Special situations are:

- If the employee was declared occupationally disabled by UWV with a percentage below the statutory benefit limit within four weeks of joining the insurance scheme (e.g. below 35% for the WGA or below 15% for the WAO), they will only be included as an insured person after they have remained below that limit of occupational disability for at least four consecutive weeks. The cause of the occupational disability is irrelevant in this respect.
- If an employee is already receiving occupational disability benefit from UWV on the effective date of the insurance, they will not be covered by the insurance for as long as this situation continues.
- An employee who has signed a waiver is not covered by the insurance policy.

1.4.2 Employees who choose not to participate in the insurance

If an employee does not wish to participate because of conscientious objections, they must complete a waiver themselves. The policyholder keeps this document in its own records and informs authorised agents of any persons who do not participate. If an employee who has previously submitted a waiver at a later date wants to participate in this insurance after all, said employee must submit a health certificate and answer all the questions posed by the authorised agents completely and truthfully. Based on this information, the authorised agents will assess whether participation is still an option.
If it transpires that the employee provided incorrect or incomplete information in the assessment and the authorised agents would not have accepted the employee based on the correct information, the authorised agents will still end employee's participation. The employee's benefit is then stopped and amounts already paid may be recovered.

1.5 Registration of new insured persons

1.5.1 Data provision notification

The policyholder must report any new employee to the authorised agents as soon as possible, and in any case within one month of the employee starting employment. The same applies to employees who still want to become part of the insurance scheme at a later date. When making the notification, the policyholder provides all the necessary details of the employee, including date of birth, gender, salary, and occupational disability status, if any.

1.5.2 Timely notification without medical selection

Provided the policyholder reports the new employee within the stipulated period of one month, the employee will be accepted by the authorised agents without a medical examination or any special conditions, effective from the date on which the employee joined the insurance scheme.

1.5.3 Late notification

If the authorised agents do not receive the notification of a new employee within one month, the employee will not be insured for the period up to the time of notification. If the policyholder reports the new employee after the first month, the employee will still be covered by the insurance policy from the date of employment, and a premium will be payable from that date.
If the authorised agents are nevertheless obliged to provide any benefit under this insurance policy to the employee in the period between employment and late notification (for example, because it could not be refused under the Pensions Act), they are entitled to recover any benefit under this insurance policy from the policyholder.

1.6 End of cover for an individually insured employee

Cover (the right to future benefits) for an insured under this insurance policy ends in the following cases:

Termination of employment

On the day that the insured leaves the policyholder's employment, or in some other way is no longer among the insured persons. From that point onwards, the employee is no longer insured for new cases of occupational disability.

Reaching the upper age limit

On the day the insured reaches the upper age limit. Starting from that age, the right to (further) benefits based on this insurance policy lapses.

Death of the insured

If the insured dies while receiving a benefit under this insurance policy, entitlement to this benefit ends on the day after their death.

Please note: the policyholder must report any such instances to the authorised agents as soon as possible, but in any case within one month.

2 Cover – Supplementary benefit

2.1 When are you entitled to benefits?

A person who is insured under this insurance policy is entitled to benefits if all of the following conditions are met:

WGA follow-on benefit UWV

Due to partial or full incapacity for work, the insured receives a WGA follow-on benefit from UWV. If the employee is not entitled to a WGA follow-on benefit from UWV, he/she is not entitled to a benefit under this insurance policy. If the WGA follow-on benefit from UWV changes, any benefits already assigned on the basis of this insurance policy may also change.

Occupational disability starts during the insurance period

The insured's incapacity for work started on a date during the insurance period for this insured (i.e. on or after the date on which the employee was registered with this insurance and the insured was not already incapacitated for work at the start of the insurance).

Meeting obligations

Both the policyholder and the insured have met all applicable obligations on the basis of these conditions. For example, the premiums for the relevant insured persons must have been paid, and the reporting and reintegration obligations set out in Article 4 of these conditions must have been met.

If any of the above conditions are not met or are no longer met, there is no right to a benefit under this insurance policy and there is no longer a right to continue the benefit.

2.2 Determination of the benefit

UWV determines to what extent the insured is incapacitated for work and whether the insured is entitled to a WGA follow-on benefit. The authorised agents use this information to determine whether the conditions have been met and whether there is entitlement to benefits. If this is the case, the amount and duration of the benefit will be determined on the basis of this insurance policy. The amount of benefit under this insurance policy depends, among other things, on the insured person's incapacity for work percentage UWV has determined for the insured's WGA follow-on benefit.

2.2.1 The benefit under this insurance policy is calculated based on the following information and includes:

- The insured salary.
- The payment percentage in accordance with the table below.
- The percentage of cover: which is 70%.

This is calculated as follows:

Benefit under this insurance policy = insured wages x payment percentage x 70% (the percentage of cover) -/- the WGA follow-on benefit of UWV.

The benefit under this insurance policy is calculated for each working day. The calculation is made by dividing the insured wages by 261 days. The insured receives a proportionate part of the insured benefit for each working day that they are occupationally disabled.

Occupational disability	Payment percentage
0% to 35%	No benefit
35% to 45%	40%
45% to 55%	50%
55% to 65%	60%
65% to 80%	72,5%
80% to 100%	No benefit

2.2.2 If the policyholder has opted for a benefit payable in the event of 80% or more occupational disability, the following applies: annual salary × 5%.

Please note: this is an optional choice and only applies if the policyholder opted for it when taking out the insurance. Otherwise, there is no entitlement to compensation in the event of 80% or more occupational disability.

2.2.3 A statutory WIA waiting period applies to the distributions referred to in Articles 2.2.1 and 2.2.2. The benefit under this insurance policy does not commence until the WGA follow-on benefit from UWV starts.

2.3 Duration of the benefit

The benefit under this insurance policy is provided for as long as the insured is entitled to a WGA follow-on benefit and meets these conditions. However, in no case will the benefit continue beyond the insured's agreed upper age limit stated in the policy. The benefit under this insurance policy ends as soon as the insured reaches the age limit or when their entitlement to the WGA follow-on benefit lapses.

2.4 Benefit limitations and exclusions

As this benefit under this insurance policy is directly linked to entitlement to the WGA follow-on benefit, the following restrictions apply:

No WGA, no supplement

Entitlement to the benefit under this insurance policy lapses if the insured is not or no longer entitled to a WGA follow-on benefit. This occurs for instance if the insured becomes less than 35% incapacitated for work, receives IVA benefits (meaning they are fully and permanently incapacitated for work), reaches retirement or state pension age, or dies (see also Article 5 of these conditions).

Sanction or ground for exclusion

If UWV reduces or ends the insured's WGA follow-on benefit as a result of a sanction issued to the insured or based on a ground for exclusion stated in the WIA, the authorised agents will reduce or end the benefit under this insurance policy to the same extent and at the same time. In other words, any reduction or suspension of the WGA follow-on benefit, for example, due to a detrimental action, a refusal to cooperate in reintegration or detention, affects the benefit under this insurance policy proportionally.

2.5 Payment of benefit – when and to whom

If the insured is entitled to a benefit under this insurance policy, payment is made as follows:

Payment to the insured

As a standard procedure, the authorised agents pay out the benefit under this insurance policy to the insured on a monthly basis, in arrears. Payment is made at the end of each month for the month that has expired. Statutory payroll taxes and social security contributions are deducted from the benefit under this insurance policy, because, for tax purposes, the benefit is considered to be salary from previous employment.

Payment account

All benefits under this insurance policy are paid exclusively to a bank account within the Single Euro Payments Area (SEPA). The insured must provide the authorised agents with their correct account details in good time, either by sending a copy of their bank card or a bank statement showing the IBAN of the insured.

Payment in case of unknown residence

If the authorised agents cannot reach the insured, or if the insured's bank details are unknown or incorrect, preventing payment, the authorised agents will set aside the benefit under this insurance policy. The authorised agents will make every effort to trace the insured. Unless required by law, the benefit under this insurance policy will not accrue interest or be indexed for the period that the authorised agents are unable to pay out due to circumstances on the part of the insured. Once the necessary data has been obtained, payment of the reserved instalments for the prior period during which entitlement to the benefit under this insurance policy existed will still be made.

2.6 Indexation of insured salary (index-linked)

If it was agreed with the policyholder at the time of taking out the insurance policy that the insured salary would be indexed annually, the authorised agents will carry out this indexation in accordance with the policy agreements. Two methods may apply. The policy states which method applies, namely:

Fixed indexation

The insured salary is increased by the agreed percentage each year on a fixed date as stated in the policy. The first increase takes place on the next indexation date after the date on which the insured became occupationally disabled.

WIA indexation

The insured salary is increased by the same percentage by which UWV indexes WIA benefits (in accordance with the statutory adjustments, usually on 1 January and 1 July), but by no more than 3%. The first indexation takes place on either 1 January or 1 July after the insured became occupationally disabled.

If no indexation has been agreed, the insured salary will remain unchanged during the term of this policy, unless an adjustment to the insured annual salary must be made as a result of statutory provisions or these terms and conditions.

2.7 Transferability of rights

The rights to current or future benefits under this insurance policy cannot be transferred, pledged, or used as security. This means that the insured cannot sell or transfer their entitlement to the benefit under this insurance policy to a third party, nor can they use it as collateral for a loan.

3 Premium

3.1 Determination of premium

The authorised agents base the premium for this insurance on, among other things, the following data:
- The number of employees, their age and their gender;
- Employees' state pension age;
- Employees' (maximum) insured salary;
- The industry of the company;
- Statistical WIA inflow figures based on the model of the Dutch Association of Insurers;
- Policyholder's choices for indexation;
- Any additional premium or discount.

The authorised agents express premiums as a percentage of the insured wage bill. The percentage is stated in the policy.

3.2 Basis of premium calculation and premium rate

The premium for this WGA-hiaatverzekering is calculated based on the total insured wages of the insured persons, as stated in the policy. The premium rate, as well as any additional premium or discount, will be agreed in advance and stated in the policy document. The authorised agents are entitled to adjust the premium rate periodically (i.e. at the end of each contract) on the basis of, in particular, claims development, general rate changes, changes in laws and regulations, developments in the WIA inflow in the Netherlands, or changes in risk. The policyholder will be notified in writing of any proposed changes to their premium at least two months before the effective date. In that case, if the policyholder does not agree to the premium change, the policyholder may choose to terminate the insurance as of that date (see also Article 7 of these conditions).

3.3 Premium calculation in arrears

The premium that the policyholder pays for this insurance is based on the insured salary and number of ensured persons that the policyholder reported to the authorised agents. As this may change throughout the year, the authorised agents check annually whether the correct premium is still being paid. The authorised agents do this through a premium calculation in arrears.

3.3.1 What is a premium calculation in arrears?

At the start of the insurance, a provisional premium is agreed. At the end of each policy year, the authorised agents compare the wage data provided by the policyholder with the actual wage data for that year. Based on this, the authorised agents calculate the final premium.

3.3.2 When do the authorised agents calculate the premium in arrears?

The authorised agents request the required wage data once for each policy year. The policyholder provides an end-of-year payslip for this purpose, or the authorised agents retrieve the data through the salary link if the policyholder uses it.

3.3.3 What are the consequences?

- If it appears that the policyholder has paid too little in premiums, the authorised agents will still charge the policyholder the difference.
- If the policyholder has paid too much, they will receive the difference back from the authorised agents.

3.3.4 What happens in case of interim changes?

The authorised agents may adjust the premium accordingly if there have been changes in the number of insured employees or their wages during the policy year (e.g. due to employees starting or leaving the company, or a salary adjustment).

Please note: if a premium is adjusted as a result of a calculation in arrears, this does not entitle the policyholder to cancel the policy early. The premium rate remains the same.

3.4 Premium payment

- The authorised agents state both the premium and payment period in the policy.
- The policyholder is responsible for paying the premium to the authorised agents within the specified time.
- The policyholder must pay the first premium to the authorised agents within one month of receiving the premium specification. The policyholder must pay any subsequent premium before the start of each subsequent payment period. For example, if the policyholder has a payment period of one month, The premium must be received by the authorised agents before the first day of the following month.

3.5 Default of payment, lapse of insurance cover

3.5.1 Initial premium

If policyholder has not paid or refuses to pay the initial premium by the 30th day after the date of the first premium note, no cover is granted under this policy.

Please note: no demand notice is required for this. If the policyholder is permitted to pay the premium in instalments and fails to pay an instalment or fails to pay an instalment on time, the total amount of the instalments not yet due becomes due in full in a lump sum.

3.5.2 Renewal premium

If the policyholder has not paid the total outstanding renewal premium (including instalments that are still due) by the due date, the authorised agents will declare the policyholder to be in default. The policyholder is then given 30 days to pay the premium.

3.5.3 Further notice of default

If the policyholder has not paid the premium within 30 days after receiving the notice of default, the authorised agents will issue the policyholder a second notice of default and give the policyholder a further 30 days to pay the premium. In doing so, the authorised agents mention that, in case of non-payment, the insured will be informed of the premium arrears after which their insurance cover may be terminated for that reason.

3.5.4 **Final notice of default**

If, despite the notice referred to in Article 3.5.3 of these conditions, the policyholder still fails to pay the premium within 30 days, the authorised agents will notify the insured persons that the policyholder is in default. In this notice they will state that the insurance will be terminated three months after the date of the notice, unless the premium, including any charges, surcharges and statutory interest, is paid. Before actually sending this notice, the authorised agents will inform the policyholder of this once more.

3.5.5 **Termination**

If the premium is not paid within the three-month period specified in the letter to the insured persons, the authorised agents will terminate the policy, taking the pension regulations into account.

3.5.6 **Payment obligation**

Despite termination of the insurance policy, the policyholder remains liable to pay any unpaid premium, surcharges and policy costs.

3.5.7 **Costs**

All judicial and extrajudicial costs incurred by the authorised agents to still collect the premium, surcharges, costs and statutory interest are borne by policyholder.

3.6 Premium in case of amendments

The premium must be paid for each insured from the effective date of their cover until the end date. This means for instance that:

Start of employment

For new employees joining during the contract period, premium is payable from their date of employment (in so far as they are part of the cover).

Leaving employment

If an employee ends their employment or is no longer an insured for any other reason, their premium obligation stops on the date of leaving the employment or the expiry date of their cover. Any premiums that have already been paid in advance for periods after the termination date will be refunded to the policyholder by the authorised agents.

Salary changes

The policyholder must report any changes to their insured' wages timely (see also Article 4.1 of these conditions). In case of salary increases, the premium may be adjusted retroactively from the time of the salary change. For salary reductions, the premium is adjusted downwards from the date of change. Any excess premium paid by policyholder will be reimbursed. If a salary increase is not communicated or communicated too late, the authorised agents may still charge the premium over the higher salary from the time of change (without the higher salary being fully insured for benefits, see Article 4.1 of these conditions).

3.7 Premium settlement and refund in case of termination

If the insurance contract is terminated early, the policyholder is entitled to a refund of the prepaid premium for the remaining term after the date of termination, minus reasonable administration costs. Any premiums, surcharges or expenses owed by the policyholder up to the termination date may be deducted from the refund by the authorised agents. The policyholder has no right to a premium refund if the authorised agents have terminated the insurance due to fraud or deliberate deception of the authorised agents by the policyholder, or if incorrect or incomplete data has been provided.

3.8 For which employees does policyholder not or no longer have to pay premium?

Policyholder does not need to pay or no longer needs to pay premium for:

- The employee who is not or not yet included in the insurance policy because they were already occupationally disabled at the start of the policy. The employee will be included once they have been employed for four consecutive weeks. From then on, the policyholder does pay premium for this insured;
- The insured who reaches the upper age limit as stated in the policy within two years;
- The insured who receives WIA benefits during the term of this policy.

4 Obligations

This article describes the main obligations of both the policyholder and the insured under this insurance policy. It also specifies any penalties for non-compliance with these obligations.

Obligations of the policyholder

4.1 Duty to inform at the start and changes

The policyholder has both a statutory and a contractual duty to disclose information to the authorised agents. This includes:

Correct starting information

When taking out insurance, the policyholder must fully and truthfully provide all the information requested by the authorised agents (e.g. staff data, salary information and details of any existing occupationally disabled persons). If occupational disability of the current or future insured is foreseeable or known in advance, this must be reported. Failure to disclose relevant information may affect the continuation and cover of the insurance policy (see Article 7 of these conditions for details of possible termination due to deception).

Interim changes in staff and wages

The policyholder must notify the authorised agents of any changes affecting the risk or insurance cover. This includes, in any case, the following: new employees starting employment (see also Article 1.5 of these conditions); insured persons leaving the employment; changes in contract hours or job changes affecting the insured salary; and salary changes. Any changes, particularly an increase in an insured's salary, must be reported to the authorised agents within one month of the change occurring.

The consequences of not reporting a wage increase:

If the salary is increased and this is not communicated or not communicated on time, the authorised agents will take the last known (lower) salary as the basis for an incapacity for work claim; the increase will then be disregarded in the calculation of benefits. However, if the Pension Act requires the authorised agents to factor the higher salary into the benefit under this insurance policy, the policyholder must repay the additional portion of the benefit to the authorised agents afterwards.

Information and supporting documents requested

The policyholder must provide any information or documentation requested by the authorised agents that is necessary for arranging the insurance. This may include salary and personnel statements, such as an end-of-year payslip or substantiation of employee records. A certified statement from an auditor (`registeraccountant') can be requested if necessary. If the authorised agents request such information (e.g. for premium determination or verification), the policyholder must comply with this request within one month.

4.2 Notification of occupational disability

The policyholder must submit the insured person's notification of incapacity for work to the authorised agents no later than one week after the 42nd week of incapacity for work. This notification must at least include the following information from the policyholder:

- The first day of illness: the date on which the insured stopped working due to occupational disability.
- The insured's degree of occupational disability, as determined or advised by UWV (or the company doctor) at that time, expressed as a percentage.

If the insured person's degree of incapacity for work changes during the period of continued salary payment (the first 104 weeks after the first day of illness), or if the insured resumes work (either partially or fully), policyholder must report this to the authorised agents within two working days. The same applies if the insured returns to suitable work or resumes work fully or partly on a therapeutic basis.

After applying for WIA benefit benefits, the insured will receive a decision on the application. The insured must provide a copy of this decision to the authorised agents within one week.

4.3 The consequences of not reporting occupational disability or not reporting it on time

If the authorised agents receive notification of an insured's occupational disability only after the period of a week mentioned in Article 4.2, the insured will not be entitled to the benefit under this insurance policy, in so far as the late notification has damaged the interests of the authorised agents.

4.4 Policyholder's duty to cooperate in reintegration

In accordance with the statutory obligations (including the Eligibility for Permanent Disability Benefit Restrictions Act – 'Wet verbetering poortwachter'), the employer must undertake to reintegrate its occupationally disabled employee. The employer is expected to: draw up an appropriate plan of action with the employee, offer suitable work, if possible, cooperate with reasonable interventions that promote recovery or reintegration, and communicate openly with the authorised agents and reintegration experts. If the employer breaches its reintegration obligations, this may result in a sanction from UWV (e.g. a wage sanction for insufficient reintegration efforts). This may also affect the right to benefits under this insurance policy.

4.5 Consequences of non-compliance with obligations

If the policyholder fails to comply with any of the obligations set out in Articles 4.1 to 4.4 of these conditions, the authorised agents may apply at least one or more of the following sanctions:

Premium increase or termination at contract expiry date

In case of serious or repeated breach of obligations, the authorised agents may decide to increase the premium for the policyholder or terminate the insurance. In doing so, the rules set out in Article 7 of these conditions will be taken into account (e.g. notice periods and notifications to employees). Such a measure will be announced in writing at least two months before the relevant contract expires, to ensure that the policyholder is informed in good time.

Termination of the insurance policy

The authorised agents may terminate the insurance contract if the policyholder fails to provide requested information or consistently fails to comply with the obligations, despite repeated reminders. In doing so, the rules set out in Article 7 will be observed.

Recovery of an excessive benefit payment under this insurance policy

If the policyholder's non-compliance with their obligations results in the authorised agents paying out more than they would have if the insured had complied, the authorised agents may recover the excess from the policyholder. In particular, if the benefit under this insurance policy is for a longer period or higher than necessary due to the employer's late reporting or insufficient reintegration, the authorised agents will recover the difference from the policyholder.

Obligations of the insured

4.6 Insured's duty to provide information in case of occupational disability

The insured who is occupationally disabled must provide any information that may affect the right or amount of the benefit under this insurance policy. Specifically, the authorised agents expect the insured to do at least the following:

Forwarding UWV decisions

If the insured receives a decision or notification from UWV regarding their WIA/WGA benefit (e.g. a decision containing their incapacity for work percentage, details of a reassessment or a change to, or discontinuation of, their benefit), they must send a copy to the authorised agents within one week of the date of the decision.

Authorization UWV information

If an authorization from the insured is needed to obtain information from UWV, the insured must provide this authorization (for example, an authorization regarding benefit payments or regarding reintegration efforts).

Other information requested

The insured provides the authorised agents with any further information they request to assess the right to, amount of, or continuation of, the benefit under this insurance policy. For instance information regarding the insured's health, income, work or any other information relevant to reintegration. To this end, the insured must also give the necessary consent to third parties to provide information to the authorised agents.

4.7 Obligations of the insured in case of reintegration

The insured must actively try to return to work. The insured must comply with all statutory reintegration obligations under the WIA and related regulations, such as cooperating with the employer in drawing up and implementing the plan of approach, accepting suitable work appearing at inspection bodies, and cooperating in medical or other examinations. In addition, the insured must follow any reasonable directions or advice of:

- The company doctor or occupational health and safety service;
- Reintegration and other experts brought in to promote the insured's reintegration (for example, a medical advisor, reintegration company or coach).

These obligations apply in addition to those that the employee has towards their own employer regarding continued payment of salary during illness and reintegration.

4.8 Consequences of the insured in case of non-compliance with obligations

Failure to fulfil one or more of the insured's obligations, or failure to fulfil them on time, may affect the right to the benefit under this insurance policy:

Failure to supply information

If the authorised agents have not received the information referred to in Article 4.6 of these conditions from the insured or have not receive it on time, the authorised agents are entitled to suspend any benefits under this insurance policy. Suspension means that the authorised agents will not pay the benefit under this insurance policy (temporarily) until the missing information has been received and on that basis the right to (continue) the benefit and its amount can be determined. Once the insured provides the requested information and the authorised agents (re)confirm the right to benefit under this insurance policy on that basis, the payment will resume (including any unpaid instalments, in so far as there was entitlement to benefits under this insurance policy for that period).

Failure to cooperate in reintegration

If the insured does not comply with the reintegration obligations set out in Article 4.7 of these conditions, the authorised agents may decide to refuse or reduce the benefit from this benefit under this insurance policy in full or in part. The authorised agents will only take such action if it can be demonstrated that the benefit would have been lower or could have been terminated had the insured not complied with the obligations. In other words, the sanction is proportionate to the extent of the negligence. For example, the authorised agents will terminate benefits under this insurance policy if the insured has forfeited the right to WGA benefits by refusing to cooperate, or reduce the benefits under this insurance policy if full cooperation would have resulted in a lower degree of occupational disability. Before doing so, the authorised agents will first warn the insured and give the insured the opportunity to still cooperate within a reasonable period.

5 Exclusions and end of right to benefit

In a number of cases, no (further) benefit under this insurance policy is provided. Those situations are listed below, partly to confirm the aforementioned provisions:

5.1 No (further) entitlement to a benefit under this insurance policy

The insured is not or no longer entitled to a benefit under this insurance policy in the following cases:

No entitlement to WGA benefit

If the insured is not or no longer entitled to WGA benefits, or if the entitlement has lapsed, the insured will not receive any benefit under this insurance policy. This is for instance the case if:

- The insured has been declared less than 35% incapacitated for work by UWV;
- The insured has reached the upper age limit;
- The insured is either in prison or undergoing treatment under a hospital order (TBS);
- The insured has died. In that case, the supplement stops one day after the insured's death.

Non-compliance with cooperation or information obligations

If the insured fails to comply with the cooperation and information obligations set out in these conditions, they will not receive any (further) benefit under this insurance policy.

5.2 Fraud and intent

The policyholder and insured are not entitled to benefits under this insurance policy if they have deliberately provided incorrect or misleading information with the intention of inducing the authorised agents to make a payment. If fraud or deceit is proven, the authorised agents will discontinue the benefit under this insurance policy and reclaim any wrongfully provided benefits. In such cases, the authorised agents may also terminate the insurance with immediate effect (see Article 7.4 of these conditions). The insurers may also report the fraud and enter the names of the parties involved in an incident register or on a warning list.

5.3 Concurrence of benefits

The insured must report any other benefit or supplement they can claim from another insurer or agency (other than the WGA follow-on benefit from UWV) to the authorised agents. In case of concurrence, the benefit under this insurance policy, together with any other benefit or supplement, will not exceed the maximum benefit under this policy.

5.4 Other exclusions

The authorised agents will not pay out benefit under this insurance policy in the following cases:

Deliberate acts or recklessness

If the insured person's occupational disability was caused by a deliberate act, by deliberate recklessness or gross negligence ('grove schuld') on the part of the insured.

Unlawful acts

If the insured person's occupational disability is caused by failure to comply with legal or contractual obligations that lead to, or exacerbate, incapacity for work.

Nuclear reactions

If the insured person's occupational disability is caused by nuclear reactions, whatever their cause and whatever their form.

War and kindred risks

If the insured person's occupational disability is caused by armed conflict, civil war, insurrection, domestic turmoil, riot or mutiny. The six forms referred to and the definitions of these form part of the text that has been filed by the Dutch Association of Insurers in the Netherlands on 14 July 2023 under number 25/023 at the District Court in The Hague.

6 Sanctions laws and regulations

6.1 No cover as it would be contrary to the Sanctions Act or other laws and regulations

This insurance does not provide cover if the insurer(s) and/or the authorised agents are prohibited by national, supranational or international (sanctions) laws or regulations from providing cover or from making a payment or from providing compensation.

6.2 Reservation of cover and right of early termination

Based on (sanction) laws and regulations, the authorised agents have a number of obligations in view of integrity, including conducting a Customer Due Diligence (CDD) check. Furthermore, the authorised agents have to pursue responsible underwriting, claims handling and fraud policies. In connection with these obligations, the details of policyholder(s), insured person(s), beneficiary or beneficiaries and other interested party or parties are checked at various moments in time. The purpose of these checks is compliance with (sanction) laws and regulations, fraud control and risk management. In this connection, the authorised agents make use of various public sanctions lists and the databases of Stichting Centraal Informatie Systeem (Stichting CIS).

6.3 The checks mentioned above are carried out when an insurance application is submitted. If any of the policyholders, insured persons, beneficiaries or other interested parties appear on the aforementioned public sanctions lists or in one of the databases at the time of the application, the insurance contract will not come into effect and there will be no entitlement to cover.

6.4 If it appears from (periodic) checks that any of the policyholders, insured persons, beneficiaries or other interested parties in the insurance are mentioned in the above databases of Stichting CIS at that time, the insurance may be terminated early, as further stipulated in Article 7.4 of these conditions.

6.5 If a claim is made for benefits under this insurance policy, the above checks will be carried out. If any of the policyholders, insured persons, beneficiaries or other interested parties appear on the aforementioned public sanctions lists or in one of the databases of Stichting CIS at the time of the application, the insurance may be terminated and there may be no entitlement to benefits.

7 Change of insurance policy and termination

This article outlines the procedures for changing the insurance policy in case of changes in risk or conditions, and the circumstances and methods by which the insurance contract can be terminated.

7.1 Reporting changes in risk

The policyholder must notify the authorised agents in writing of any circumstances that could substantially affect their company's risk of occupational disability as soon as possible, but no later than two months after they occur. Substantial changes in risk include the following:

- Changes in the company's industrial sector classification for levying employee insurance (i.e., change of sector code with the Dutch `Tax Authorities). In that case, the policyholder must provide the authorised agents with a copy of the Tax Authority's decision on the new sector code.
- Merger, acquisition or demerger of the company as referred to in Article 7:662 of the Dutch Civil Code.
- Changes involving the legal form of the company, for example from a sole proprietorship to a private limited liability company (BV).
- The policyholder is declared bankrupt or a suspension of payments or a debt restructuring arrangement is declared applicable to the policyholder.
- Either all or most of the policyholder's business activities have been terminated, or the company has effectively ceased operations.
- The policyholder moves its registered office outside the Netherlands.
- The wage bill as stated in the policy increases or decreases by 20% or more within twelve months.
- The number of employees increases or decreases by 20% or more within twelve months.
- The policyholder seconds more than 10% of its staff.
- The insured will work abroad for more than twelve months.

In all such cases, the authorised agents are entitled to reassess the risk, conditions and premium. If necessary, they may propose an adjustment or termination, as described in Article 7.2 of these conditions.

7.2 Consequences of changes in risk (proposal for adjustment)

Following a change in risk reported by the policyholder in accordance with Article 7.1 of these conditions, the authorised agents will inform the policyholder within two months of receiving the report whether or not the insurance can be continued, and if so, under what conditions. The authorised agents can propose three scenarios in this regard:

Continuation unchanged

The authorised agents confirm that the insurance can be continued on the same terms and at the same premium rate despite the change. In that case, the insurance will continue as usual.

Continuation with adjustments

The authorised agents make a proposal to adjust the conditions and/or premium. This may include a premium increase or decrease, a change in cover, or other conditions, justifying the change in risk.

The insurance policy is terminated

The authorised agents terminate the insurance policy. The insurance ends two months after the date the authorised agents provide written confirmation of the cancellation. Until that date, the original conditions remain in effect. All deadlines mentioned start from the time of written notice (notification or proposal).

7.3 Consequences of not reporting a change in risk

If the policyholder fails to report changes affecting the insurance policy to the authorised agents or fails to report them on time, the authorised agents may take measures retroactively from the time the change in risk took effect once they have become aware of it. This may for instance mean that:

- The insurance provided by the authorised agents will come to an end two months after the change in risk took effect;
- The premium rate or the conditions are adjusted by the authorised agents from the time the change took effect. In that case, the policyholder has the right to cancel the insurance;
- The authorised agents correct the total insured wage bill of all insured persons with retroactive effect from the time the change in risk took effect. The premium will then be recalculated for all the insured persons affected. This may result in a payment in arrears or refund;
- A benefit under this insurance policy will be stopped or denied from the moment the unreported change takes effect. If benefits under this insurance policy were paid out that was not justified as a result, the policyholder must repay them. The policyholder is responsible for informing the employee about this.

In addition, the following costs may be borne by the policyholder:

- Administrative costs, such as costs for finding out contact details or carrying out a debt collection process;
- Any penalties imposed on the authorised agents because the policyholder fails to comply with its obligations.

7.4 Termination of the insurance contract

In addition to the termination options stated in these conditions, the contract between the policyholder and the authorised agents may be terminated in the following way:

Regular contract termination (cancellation as at contract expiry date by the authorised agents)

The insurance contract is entered into for the contract term as stated in the policy. The policyholder receives a renewal proposal from the authorised agents, which the policyholder can either accept or refuse. If the policyholder does not respond within one month, the insurance policy will be renewed in accordance with the renewal proposal. The authorised agents may terminate the insurance at the end of a contract term, subject to a two-month notice period. On termination and in accordance with pension legislation, the authorised agents will also inform the insured persons of the end of their cover and their options.

When may the policyholder cancel

Once the initial contract period has expired, the policyholder can cancel the insurance policy at any time, giving one month's notice. This possibility does not apply if a new contract period of more than one year has been agreed on when the insurance policy is renewed. In that case, the policy will continue until the agreed expiry date of that period. Cancellation is then only possible at the end of the agreed term, observing a one month's notice period.

Cancellation in case of change of premium, conditions and/or cover

The policyholder may also terminate the insurance policy if the authorised agents increase the premium rate or if the terms and conditions and/or cover for the policyholder are reduced (see also Article 7.5 of these general terms and conditions). This possibility of cancellation does not apply if the change is due to a statutory regulation. The policyholder can cancel in writing.

Interim termination by the authorised agents (for special reasons)

The authorised agents may terminate the insurance policy early in the following cases:

Non-payment

If the policyholder fails to pay the premium(s) and does not comply with the procedure described in Article 3.5 of these conditions, taking into account the requirements of pension legislation.

Fraud or deception

In case of fraud, deliberate deception or if incorrect information is provided when arranging or taking out the insurance or performing the insurance contract where the authorised agents would not have entered into the contract or not under the same conditions if they had had that information.

Business transfer or termination

The insurance may be terminated by the policyholder or the authorised agents with two months' notice if the company is sold, terminated or liquidated, or if the policyholder no longer employs staff. The policyholder must notify the authorised agents of such a fact as soon as possible, and in any case within two months.

Change of legal entity or tax entity

In case of a change to the payroll tax number or any other relevant legal structure changes (such as a merger or demerger), the authorised agents reserve the right to terminate the insurance contract with two months' notice.

Termination of employment in respect of UWV

If UWV no longer considers the policyholder to be an employer, this may be grounds for early termination with a two-month notice period.

Insolvency or debt restructuring

In case of bankruptcy or suspension of payments, the insurance contract can be terminated with two months' notice.

Relocation to a country outside the Netherlands

If the company is relocated in a country outside the Netherlands, the authorised agents reserve the right to terminate the insurance contract subject to a two months' notice period after the relocation date.

FISH or CDD check

Interim termination by the authorised agents (for special reasons) If a FISH or CDD check reveals that the policyholder, the insured, the beneficiary or other interested party appears in a relevant database or on a public sanctions list. In case of termination or cancellation of the insurance contract, the authorised agents must ensure that current or former insured persons are informed in good time and properly as to whether their right to benefits continues, as set out in the Pensions Act (`Pensioenwet'). Benefits under this insurance already granted to current or former employees for occupational disability will in principle continue in accordance with the conditions, even if their insurance or employment contract with the policyholder ends. An exception applies if the authorised agents would also terminate the WGA-hiaatverzekering if it were still in effect and/or if the insured were still employed. For instance in case of fraud.

7.5 Changes in premium, conditions and/or cover by the authorised agents

The authorised agents may change the premium and/or conditions of this insurance policy. The authorised agents do so, for example, if:

- The law or regulations change;
- The basis on which the premium and/or cover is calculated has changed;
- There have been relevant developments in the market or within the authorised agents' insurance portfolio.
- Economic conditions, such as interest rates or inflation, warrant it.

If the authorised agents collectively change the premium and/or conditions for a group of insurance policies of which this policy forms part, the policyholder will be informed at least two months in advance. The change will take effect on the date specified in the announcement.

If the policyholder disagrees with the change, and it is to the policyholder's disadvantage, the policyholder may cancel the insurance in writing with effect from the date on which the change takes place. This right does not apply if the change is the result of changes in laws or regulations.

For insured persons who were already occupationally disabled when the amendment came into effect, the conditions that applied on the first day of their occupational disability continue to apply.

8 Other provisions

8.1 Order of precedence

(Special) clauses and provisions listed in the policy that conflict with this implementation agreement always take precedence over this implementation agreement.

8.2 Disputes and complaints handling procedure

Complaints relating to (the performance of) this insurance contract or the preceding application may be submitted in the first instance to:

- the management of W.A. Hienfeld B.V.,
  PO Box 75133, 1070 AC Amsterdam.

The authorised agents request that a complaint be submitted by letter or email (klacht@hienfeld.nl).

If the complaint is not resolved to the complainant's satisfaction, then, where applicable, the complaint may be submitted by the employee to:
Financial Services Complaints Tribunal (Kifid),
PO Box 93527, 2509 AG The Hague.
If the complaint cannot be submitted to Kifid, the employee may still bring the complaint before the court.

Applicable law and competent court

This agreement is governed by Dutch law. Disputes in connection with this contract must be submitted to the court with competent jurisdiction in Amsterdam, unless the parties agree on another means of conflict resolution, for example mediation or arbitration.

8.3 Privacy

8.3.1 The authorised agents process your personal data in accordance with the General Data Protection Regulation (GDPR) and adhere to the Code of Conduct for the Processing of Personal Data by the Insurance Industry. This code of conduct can be requested at www.verzekeraars.nl.

8.3.2 Personal data provided at the time of application and/or change of an insurance contract or at the time of a claim notification will be processed by the authorised agents for the following purposes:
Assessing and accepting any of the policyholders and/or insured persons and/or beneficiaries and/or interested parties or benefit recipients. For this purpose, the authorised agents use a Customer Due Diligence (CDD) check;

- Executing agreements;
- Carrying out targeted marketing activities and targeted offers;
- Performing statistical and scientific analyses;
- Performing fraud checks and ensuring compliance with (sanctions) laws and regulations;
- Providing insight, also for other insurers, into all (neutral) claims.

8.3.3 For responsible underwriting, risk and fraud policies, the authorised agents are affiliated to the Foundation Central Information System (CIS) in The Hague. The authorised agents keep and exchange certain data about clients with CIS. This concerns data that provide an understanding of the insurance history of a customer who wants to take out insurance or reports a claim. CIS is an independent foundation that manages and stores insurance data for insurance companies and managing general agents operating in the Netherlands. Under (strict) conditions, CIS makes this data available to interested persons. The purpose of processing personal data by CIS is to assess and contain risks and to combat insurance crime. For more information, see www.stichtingcis.nl. You can also find CIS's privacy policy here.

9 Definitions

In this implementation agreement, the following terms apply:

9.1 Waiver
A written statement from the employee stating that they do not wish to participate in this insurance because of conscientious objections.

9.2 State pension age
The statutory retirement age under the General Old Age Pensions Act ('Algemene Ouderdomswet').

9.3 Occupational disability
The situation in which the insured is unable to work or only able to work partially due to illness or disability, and has been declared occupationally disabled by UWV for at least 35% for WIA or 15% for WAO purposes.

9.4 Authorised agent
W.A. Hienfeld B.V. acting as authorised agent on behalf of – and for the risk and account of – the insurer.

9.5 Policy renewal date
The date on which the insurance is renewed, can be adjusted, or can be cancelled. The date is stated in the policy.

9.6 Age at expiry
The age at which cover for the insured ends, as specified in the policy.

9.7 Policy
A certificate signed by the authorised agents showing the insurance contract with the policyholder. The policy may also contain special clauses and/or provisions.

9.8 Residual earning capacity
The amount the employee can still earn after incapacity for work.

9.9 UWV
The Employee Insurance Agency ('Uitvoeringsinstituut Werknemersverzekeringen'), which determines the degree of occupational disability in the Netherlands.

9.10 Insurer
The insurance company and/or risk bearer as specified in the policy.

9.11 Insured salary
The (maximum) WIA wage determined by UWV on the first day of incapacity for work and the insured's income above this limit.

9.12 Insured
The employee who is one of the insured persons and for whom cover is provided under this insurance policy.

9.13 Policyholder
The employer (contracting party) who takes out this WGA-hiaatverzekering with the authorised agents and who must pay the premium.

9.14 Employee
A person with whom the policyholder has entered into an employment contract, who is on the payroll and for whom insurance contributions are paid. The employee actually works under the policyholder's authority, and their salary is subject to wage tax and social security contributions.

Employees also include:
- Employees on temporary or permanent contracts;
- Standby workers on zero-hours or minimum-terms contracts, provided there is a relationship of authority and for whom employee insurance contributions have been paid.

The following persons are not considered employees:
- Director-major shareholders (DGAs) as referred to in the DGA Designation Regulations 2016 ('Regeling aanwijzing DGA 2016');
- An intern.

9.15 WIA

The Work and Income Based on Capacity to Work Act ('Wet werk en inkomen naar arbeidsvermogen').

9.16 WGA

Return to Work by Persons Partially Fit for Work ('Werkhervatting Gedeeltelijk Arbeidsgeschikten').

9.17 WGA follow-on benefit

The benefit an insured receives from UWV under the WIA after the end of the wage-related benefit period, provided they use less than 50% of their residual earning capacity.

9.18 IVA

Income Provision Scheme for People who are Fully Occupationally Disabled ('Inkomensvoorziening Volledig Arbeidsongeschikten').