

Policy conditions

Occupational disability insurance

**Public sector,
education, energy
and utility companies**

Contents

Section I

General Terms and Conditions

Article 1	What do we mean by certain terms?	4
Article 2	What cover does the insurance provide?	5
Article 3	What is the insurance based on?	6
Article 4	Commencement, term and expiry of the insurance	7
Article 5	Your insurance premium	10
Article 6	Benefit	12
Article 7	When do we not pay benefit?	13
Article 8	What are your obligations if you are sick or incapacitated for work?	15
Article 9	Change of your insurance	16
Article 10	Miscellaneous provisions	17

Section II

Special Terms and Conditions

A	Provisional cover upon your insurance application	19
B	Cover in case of long-term sickness absence	21
C	Cover in case of less than 35% incapacity	22
D	Partial disability coverage (35 – 80% incapacitated)	24
	• Reintegration bonus	
	• Guaranteed benefit	
	• Cover to supplement pension accrual	
E1	Full disability coverage (80 – 100% incapacitated, fixed supplement)	27
F	Occupational disability coverage	29

Article 1

What do we mean by certain terms?

Where we use the following terms or words in these terms and conditions, we mean the following:

1. **We** Loyalis Schade NV, with registered office in Heerlen.
2. **Policyholder** The person who has taken out the insurance with us. This can be you, or your employer, for example.
3. **Insured** The person whose risk of occupational disability is insured with us.
4. **You** The Insured.
5. **Insured annual income** Your uncapped annual income as defined in Article 3.1 of the ABP Pension Regulations as pensionable income. This pensionable income is calculated in the manner set out in Article 3.2. of the Pension Regulations.
Your insured annual income may be capped at the maximum income assessable for national insurance (SV-loon). If this is the case, this will be stated on your insurance certificate.
6. **WIA** Wet werk en inkomen naar arbeidsvermogen (Work and Income (Capacity for Work) Act).
7. **IVA** Inkomensvoorziening volledig arbeidsongeschikten (Full Invalidity Benefit Regulations).
8. **WGA** Werkhervatting gedeeltelijk arbeidsongeschikten (Return to Work (Partially Disabled Persons) Regulations).
9. **First sickness absence day** The first day you do not work due to illness, (physical) defect or accident according to information from UWV Employee Insurance Agency. In case of multiple, successive periods of illness (whether or not due to different causes) and where the intervening period is less than four weeks, we regard that as a single period.
10. **Waiting period** You are not entitled to benefit if a waiting period has been agreed with you and you become ill during the waiting period. The maximum waiting period is 48 months and is stated on the insurance certificate. The waiting period commences on the insurance inception date. We will not invoke the waiting period if you have become incapacitated due to an accident during the waiting period.

11. **Termination** In case of a permanent contract: Termination of your employment on account of your disability. In case of a temporary contract: The end of your employment. We also consider an adjustment in your employment on account of your occupational disability as constituting termination.
12. **Insurance certificate** Your policy or certificate.
13. **Insurance contract** The combined sum of all provisions in these policy conditions, the contents of the insurance certificate and any collective agreements we have made with the employer in relation to this insurance.
14. **Collective insurance contract** The disability insurance which your employer has taken out with us. Your employer may recover all or part of the premium from you, with your consent.
15. **Semi-collective contract** The contract which your employer has agreed with us providing for all employees to take out optional cover against the risk of occupational disability.
The contract may also include the condition that your employer deducts the premium due from your gross salary and pays it to us. The semi-collective contract is not an insurance contract.
16. **Individual insurance contract** The occupational disability insurance which you have taken out with us.
17. **UWV Employee Insurance Agency** Uitvoeringsinstituut Werknemersverzekeringen

Article 2

What cover does the insurance provide?

1. Purpose of the insurance

If you become ill or incapacitated then, depending on the chosen (types of) cover, you are entitled to payment of benefit by us. This is dependent on you satisfying the terms and conditions applicable to the chosen (types of) cover. Further information on the types of cover is given in the 'Special Terms and Conditions'. Only the types of cover stated on the insurance certificate are applicable to you.

2. What is illness?

You are deemed ill if you are no longer able to do the work which you are expected to perform, causing you to be absent from work, due to a physical or mental impairment (handicap) or condition.

3. What is disability?

We define disability as follows:

- there must be evidence of an illness, defect or an accident, resulting in impairments;
- these impairments have been objectively established by a physician and limit your functioning;
- this functional impairment means that you are unable to earn more than 65% of your reference wage, as determined by UWV Employee Insurance Agency.

You may also qualify for benefit even if you are less than 35% incapacitated for work, depending on the chosen cover.

4. How do we determine disability?

We are guided by the judgement and the decision of UWV Employee Insurance Agency for determining the degree and the cause of your disability. Your first sickness absence day determines the moment of the onset of your disability.

5. Were you already incapacitated for work?

If you were already more than 35% incapacitated before the inception of the insurance, you are only entitled to benefit if the degree of disability increases during the term of the insurance due to another cause. You are not entitled to benefit if your disability increases due to psychological disorders or complaints, disorders or complaints that are excluded from cover, or disorders or complaints that have lengthened or worsened your illness during the period of sickness.

Article 3

What is the insurance based on?

1. Information provided by you

If you fill out an application form or health declaration or provide us with other information, that information forms the basis of the insurance. You are legally obliged to answer fully and correctly the questions we put to you. We refer to this as the 'disclosure obligation'.

2. What if you fail to comply with the 'disclosure obligation'?

If you fail to comply with this disclosure obligation, you may disqualify yourself from receiving benefit or the terms and conditions may alter. We may cancel the insurance if you have misled us or you have committed fraud. We may also demand that you repay to us the benefit as well as the costs we have incurred. Or we may amend the terms and conditions of the insurance with retroactive effect to reflect the terms and conditions we would have agreed with you had we received the correct and full information.

Commencement, term and expiry of the insurance

If you are covered under a collective insurance contract, this will be stated on the insurance certificate. In that case, the following provisions (1 through 5) are applicable. Provisions 1 through 5 are not applicable if you are insured under a semi-collective contract or you have arranged individual cover.

1. When does the insurance commence?

The insurance and the chosen types of cover commence on the date given as the inception date in the policy. Your employer is the policyholder in this policy.

2. What is the term of the insurance?

This is stated on the policy schedule that we have provided to your employer. If no expiry date is stated on the policy schedule, the cover is provided for an indefinite period. This means that no fixed expiry date is agreed.

3. When does the insurance expire?

The insurance expires on the termination of the contract between us and your employer, for whatever reason. In that case, you may be able to continue the insurance against payment of individual premium and under individual terms and conditions,

provided that you inform us accordingly within four weeks after termination of the contract with your employer.

4. When do you no longer qualify as an insured under the collective contract?

1. On the day following the date of your death.
2. On the day you become entitled to receive state pension, although no later than your 67th birthday.
3. When you cease to be compulsorily insured under the WIA (Work and Income (Capacity for Work) Act).
4. On the termination of your employment with your employer.
5. If UWV Employee Insurance Agency has ruled that you are less than 35% incapacitated and you are no longer insured in employment in which you earn at least 65% of your insured annual income, the original cover will expire.

5. Change of employer?

1. If you move to another employer who has also agreed a collective or semi-collective contract with us, you may continue your cover for the premium and under the terms and conditions that have been agreed with your new employer. You must notify us in writing of the change of employer within six months after the termination of your previous job.

2. If, within six months after the termination of your previous job, you move to another employer who has not agreed a contract with us, you may continue your cover under an individual policy, under individual terms and conditions and for an individual premium. This is nonetheless conditional on Dutch national statutory employee insurance being and remaining applicable to your new job. You must also notify us in writing of the change of employer within four weeks after the commencement of your new employment.

If you are insured under a semi-collective contract or if you have individual cover, this will be stated on your insurance certificate. In that case, the following provisions (6 through 10) are applicable. Provisions 6 through 10 are not applicable if you are covered under a collective insurance contract.

6. When does the insurance commence?

The insurance and your chosen types of cover commence on the date given as the inception date on the insurance certificate. This is subject to the condition that the initial premium and distribution fee(s) have been received by us. If you do not wish to have this insurance, you may return the insurance certificate to us within 30 days of the date of issue, with a request to cancel the insurance. The insurance contract will be cancelled with effect from the inception date of the insurance certificate. Any distribution fee(s) you may have paid will not be refunded. If you do not return the insurance certificate we will assume that you consent to the agreements we have made with you.

7. Provisional cover upon your insurance application

If you have applied for occupational disability insurance, you are covered from the moment of your application until the moment the insurance commences. We refer to this as 'provisional cover'. Further details, as well as the terms and conditions applicable to this 'provisional cover', are given in the Special Terms and Conditions.

8. What is the term of the insurance?

The insurance is effective for an indefinite term. This means that no fixed expiry date is agreed, although the insurance can be cancelled or terminated in the situations referred to in Article 4.

9. When does your insurance expire?

1. If we send you notice of cancellation: the expiry date stated on the notice.
2. On the day following the date of your death.
3. On the day you become entitled to receive state pension, although no later than your 67th birthday.

4. One month after the first day of the month after you have cancelled the insurance in writing.
5. On the effective date of new rates or terms and conditions and you have informed us in writing that you do not agree to these changes, and therefore wish to cancel the insurance.
6. If the semi-collective contract between us and your employer is terminated, and you do not agree to the individual terms and conditions and the individual premium rate applicable to you from that moment.
7. If it is discovered that you have not filled out the application form or health declaration truthfully, or have failed to mention circumstances which may be of relevance to us.
8. If you do not pay the premium due. In that case, we may temporarily suspend the cover or cancel the insurance entirely.
9. If you fail to properly fulfill your obligations, such as your disclosure obligation, for instance. In that case, we may temporarily suspend the cover or cancel it entirely.
10. When you cease to be compulsorily insured under the WIA (Work and Income (Capacity for Work) Act).
11. If the employment on which your insurance is based ends.
12. If UWV Employee Insurance Agency has ruled that you are less than 35% incapacitated and you are no longer insured in employment in which you earn at least 65% of your insured annual income, the original cover will expire.

10. Change of employer?

1. If you move to another employer who has agreed a collective or semi-collective contract with us, you may continue your cover for the premium and under the terms and conditions that have been agreed with your new employer. You must notify us in writing of the change of employer within six months after the termination of your previous job.
2. If, within six months after the termination of your previous job, you move to another employer who has not agreed a contract with us, you may continue your cover under an individual policy, under individual terms and conditions and for an individual premium. This is nonetheless conditional on Dutch national statutory employee insurance being and remaining applicable to your new job. You must also notify us in writing of the change of employer within four weeks after the commencement of your new employment.
3. If you change employer within the public sector (Rijk) with an interruption of no more than six months, you may transfer the premium conditions and conditions of cover under your former employer to your new employer. We refer to this as the 'mobility clause'. If this applies to you, it will be stated on your insurance certificate. You must notify us in writing of the change of employer within four weeks after the commencement of your new employment.

Your insurance premium

1. How do we calculate the premium?

1. Basis for premium calculation

We calculate the level of premium over your insured annual income for the current calendar year.

2. Adjustment of premium

The level of premium is determined each year based on the insured annual income. If your insured annual income alters in the interim, because you switch to part-time working, for instance, or because of a change in your employment, the premium will be amended accordingly.

You are responsible for notifying us of any such change.

2. How do you pay the premium?

There are several different options for paying the premium, depending on what we agree with you or your employer.

1 Your employer pays the premium.

The collective insurance contract with your employer includes agreement on how this is to be paid. Your employer may ask you for a contribution toward the premium.

2 You pay the premium via your employer.

If your employer transfers the premium to us, you must authorize your employer to deduct the corresponding amount from your salary. You are responsible for checking that the premium is deducted monthly from your gross salary. We notify your employer of the premium percentage. In addition to the premium you must also pay a one-off distribution fee.

3 You pay the premium yourself.

The premium is payable monthly. In addition to the premium you must also pay a one-off distribution fee. The premium and the distribution fee must be paid to us within thirty days of our request. We deduct the premiums due by direct debit at the beginning of each month. You must authorize us to make this direct debit.

4 If you fail to pay the premium yourself (on time)

1. If the monthly premium has not been paid on time, we will send you a demand to pay the premium within 14 days. If we still do not receive the premium, we will suspend the insurance.

This means you will not be entitled to benefit in the event you become incapacitated during the period of suspension.

2. The suspension will not be lifted, and your entitlement to benefit in the event you become ill or incapacitated after the period of suspension will not be reinstated, until you pay the full premium due. We will charge you any costs we incur in collecting the premium, such as collection costs.
3. If you stop paying premium altogether, we will terminate the insurance. In that case, you must nonetheless pay the premium until the expiry date of the insurance. If you receive benefit from us, we may deduct the premium and any other costs from our benefit payments to you.

3. Can you obtain a refund of premium?

1. On termination of the insurance, you may obtain a refund of premium paid during the period in which there was no further risk. This can go back only as far as the beginning of the calendar year in which you submit your request.
2. If the insurance is terminated with retroactive effect, any excess premium paid will be refunded to you, after deduction of any (administrative) costs which are incurred up to a maximum of 15% of the premium.
3. If you have intentionally given us incorrect or incomplete information, prompting us to cancel the insurance, we will not refund the premium to you.
4. The full monthly premium remains due for the month of your death, without any right of repayment.

4. When do you no longer need to pay premium?

Your policy states when you no longer need to pay premium. This can be:

1. a. If your employment has been terminated on the ground of disability and you are also entitled to WIA benefit. In that case, you need pay no more premium for the chosen types of cover from the date of termination, or:
b. From the effective date of the WIA benefit.
2. If you no longer have an insurable interest:
Depending on the insured cover, the obligation to pay premium ceases to apply two or five years before the moment you become entitled to state pension. Your insurance certificate makes clear what is applicable to you.

5. Statement to tax authorities

Where we are legally required to do so, we will inform the tax authorities how much premium you have paid or been refunded. We will also inform the tax authorities of any change in your insurance situation causing the premium to no longer be income tax deductible.

Benefit

1. When are you entitled to payment of benefit?

If you are ill or incapacitated for work, you can apply to us for disability benefit. Based on the (types of) cover you have taken out, we will assess whether you satisfy the criteria for payment of benefit according to these terms and conditions.

2. Commencement, level and duration of benefit

The commencement date of your benefit, level of benefit, and duration of payment of benefit depend on the insured cover. The types of cover insured are stated on your insurance certificate.

The different types of cover are detailed in the Special Terms and Conditions.

3. What do we base your benefit on?

The basis for calculating your benefit is the insured annual income referred to in Article 1.5.

We take as our basis the insured annual income on January 1 of the year preceding the year in which your right to benefit under this insurance arose. Increases in this basis after the first sickness absence day, which are not due to indexation or increases otherwise pursuant to a decision of the employer and ensuing from the collective employment terms, are disregarded for the purpose of calculating the benefit.

If you joined your employer after January 1, we will take as our basis your income at the time of inception of the insurance.

If your part-time factor changes, we will take the time-weighted average of your insured income for the year in question.

If you are 0 – 35% incapacitated and you are insured in employment in which you earn at least 65% of your original insured income, this original income will remain the basis for any future benefits based on 35 – 80% or 80 – 100% disability.

4. Payment of benefit

We make the benefit payments at the end of each calendar month. Where we refer in these terms and conditions to a percentage of your insured annual income, we pay your benefit in monthly instalments.

5. Tax and statutory deductions

Where we are legally obliged to do so, we will deduct from your disability benefit statutory payroll taxes and the income-related Healthcare Insurance Act contribution that are due. We will pay these deducted amounts to the tax authorities. You then receive a net benefit payment. The benefit statement specifies which amounts we deduct.

We also provide the tax authorities with information on amounts we have deducted from your benefit.

6. Indexation of benefit

We may increase the benefits by a certain percentage each year. In that case, we refer to 'indexation of your benefit'. The insurance certificate gives details of whether, and if so how, indexation is applied to your benefit.

7. When does your benefit end?

1. On your state pension date, but not later than the date on which you reach the age stated on the policy schedule or the certificate.
2. On the first day of the month following the month of your decease.
3. If you are no longer incapacitated, or if you no longer satisfy any other criteria for payment of benefit.
4. If you fail to fulfill the obligations under the insurance contract, or fail to fulfil them properly, causing our interests to be damaged. In that case, we are entitled to demand repayment of the benefit paid to you.

8. What does the expiry of the insurance mean for your benefit?

If the insurance expires after the first sickness absence day, the benefit conditions remain applicable to you, unless you cancel the insurance yourself. We will adjust the level of benefit if your disability percentage increases or decreases. The benefit we pay will terminate permanently if UWV Employee Insurance Agency ends your WIA benefit. In that case you may, immediately following this termination, claim the cover available in the event of less than 35% incapacity, provided you are insured for such cover and meet the benefit conditions.

If you are assessed as being less than 35% incapacitated in the WIA decision issued by UWV Employee Insurance Agency, the benefit conditions will remain applicable to you. This applies also in the event UWV Employee Insurance Agency awards you WIA benefit within four weeks after the WIA decision. The benefit we pay will terminate permanently in the event WIA benefit is awarded after the expiry of these four weeks.

Article 7

When do we not pay benefit?

1. When are you not entitled to payment of benefit?

1. If you were on sick leave due to illness on the insurance inception date without subsequently recovering fully during a period of at least four weeks in which you returned to full working.
2. If you were already incapacitated for work before the inception of the insurance. You also are not entitled to benefit if you became sick after the expiry of the insurance.
3. If your sickness absence commenced during the waiting period of the insurance, unless the cause was an accident.

4. If we receive notice that you have become incapacitated after three years or more. The three-year period commences after you received the WIA decision.
5. If one year has elapsed after we informed you of our position regarding the entitlement to benefit and you did not object in writing to our position during that year.
6. If your disability is attributable to an illness, defect or condition that is excluded from cover. Any medical exclusions are stated on your insurance certificate.
7. If your WIA benefit is suspended or declined, or if you fail to meet the conditions we, UWV Employee Insurance Agency or your employer, set for you.
8. If you are imprisoned or remanded in custody, or if you are detained under a hospital order (tbs). This applies in the Netherlands as well as in a foreign country.

2. What is not covered?

Disability caused by:

1. Willful misconduct or gross negligence committed by you.
2. Fault or negligence committed by another person. As long as there is no proof that such other person is liable in this regard, you will receive an advance payment from us equal to the benefit you would be entitled to if there were no liable other person. This is subject to the condition that you assign to us through a deed of assignment the part of your claim against such other party that corresponds to our benefit payable to you.
3. Use of intoxicating, narcotic or stimulating substances. Or by the use of medicines without a medical prescription or failure to heed a medical prescription.
4. Deliberate and organized violence in the Netherlands, also known as acts of war (molest). For instance, armed conflict, civil war, uprising, civil commotion, riot and mutiny. If you can prove that your disability is not directly attributable to, advanced by or aggravated by the above, you are entitled to benefit. You are insured in case of an act or acts of war in a country other than the Netherlands.
5. A nuclear reaction. This does not apply in the event you became incapacitated due to radioactive substances used in industry, trade, agriculture, medicine, science, education or for the purpose of non-military security.

If you become incapacitated as a result of an uninsured cause, you are not entitled to payment of benefit.

What are your obligations if you are sick or incapacitated for work?

1. Notify sickness

1. You must inform us yourself that you are sick after six months to no more than one year after your first sickness absence day. Details on how to do this are given on our website www.loyalis.nl.
2. If you recover, you must inform us of this in writing within three months of your recovery date.

2. Treatment and medical examination

1. You must do everything reasonable to ensure you can return to work. For instance, consulting a doctor in good time. And you may do nothing that will delay your return to work or prevent your return to fitness for work.
2. You must allow yourself to be examined by a doctor at our request. We will appoint this doctor. You must give this doctor all the information he/she may request. We will pay the doctor for the examination.

3. Give information

1. You must give us all the information we request, such as details of your income. Our questions are intended solely to assess whether you are entitled to benefit and the appropriate level of that benefit.
2. If we appoint experts, you must provide them with the information they request.
3. In order to avoid you having to undergo stressful examinations, we may request your family physician or a specialist to provide us with information. We will ask you to authorize us to request such information.
4. You must forward to us the decision by UWV Employee Insurance Agency concerning your WIA benefit as well as related information. You must also forward to us other decisions of UWV Employee Insurance Agency, about cutting or stopping your benefit, for example, as well as all other data used by UWV Employee Insurance Agency to substantiate their decision(s).

4. Work and reintegration

1. You must be available for work on the Dutch labor market.
2. You may not refuse any work offered to you, or abandon work.
3. You must increase your chances of working, by underdoing retraining, for example. You must also actually perform work, in so far as this can and may be expected from you.
4. You must immediately inform us in the event you return to work. This also applies to part-time working.

5. Going abroad

If you wish to spend longer than two months abroad, you must discuss this with us first. If you receive benefit from us, you must in any event be and remain available for work on the Dutch labor market.

This does not apply in the event you are fully incapacitated for work (80-100% WGA / IVA).

6. Possibility of sanction

1. If you fail to fulfill an obligation under these terms and conditions, or fail to do so fully or in a timely manner, causing our interests to be damaged or possibly damaged, your benefit will be fully or partly discontinued or you will lose your entitlement to benefit.
2. If your WIA benefit is cut as a sanction, we will not compensate this with your benefit from us.
3. If your WIA benefit is cut as a sanction, we will reduce the level of your benefit from us proportionally.

Article 9

Change of your insurance

1. Are we permitted to alter the premium or terms and conditions?

We may unilaterally alter the premium and the terms and conditions, to reflect changes in legislation, for example. We may adjust the premium and the terms and conditions provided that we do so simultaneously for all current and suspended policies held with us. Or for all insurance policies belonging to a particular group. We will exercise restraint in this regard.

If you are ill at the moment we wish to amend the insurance terms and conditions and that illness results in disability, the old terms and conditions will remain applicable to you.

2. Information on adjustment of your insurance

We will inform you in the event we alter the premium or terms and conditions. If you agree to the alteration, you need do nothing. We will then alter the insurance on the date stated in our notice to you.

If you do not agree to the alteration, you must notify us in writing accordingly within thirty days. We will then terminate the insurance on the date the alteration takes effect. This does not apply if you are covered by group insurance, unless the contract provides for this possibility.

Miscellaneous provisions

1. Can you transfer your rights under this insurance?

The rights under this insurance apply solely to yourself. You may not transfer these rights to someone else.

2. How do we inform you?

If we wish to inform you about your insurance or matters affecting your insurance we will send you a notice, using the most recent contact details we have for you. It is your responsibility to ensure we have your correct details. If your insurance is arranged through an intermediary, we will send a notice to your intermediary.

3. How do we handle your personal details?

You or your employer has sent us details about you.

We use these personal details for the following purposes:

- drafting and managing insurance contracts;
- performing other financial services;
- customer relationship management;
- to inform you about products and services relevant to you, provided that you have given us your consent for that purpose;
- to safeguard the security and integrity of the financial sector, our organization, employees and clients.

Our procedures are governed by the Code of Conduct for the Processing of Personal Data by Financial Institutions (Gedragscode Verwerking Persoonsgegevens Financiële instellingen). This Code of Conduct sets out the rights and obligations when we process personal data. The full text of the Code of Conduct can be found on www.verzekeraars.nl or is obtainable via the Dutch Association of Insurers (Verbond van Verzekeraars).

4. What if you have a complaint?

There are several ways in which you can submit a complaint.

1. Make your complaint to us

If you have a complaint about this insurance or the services we provide, you should contact us first. Send a letter setting out your complaint to: Loyalis, PO Box 4897, 6401 JR Heerlen.

Mark your envelope and letter clearly 'COMPLAINT'.

2. Make your complaint to KiFiD

If you are unsatisfied with the outcome after we handled your complaint, you can submit your complaint to the Financial Services Complaints Tribunal (Stichting Klachten instituut Financiële Dienstverlening / KiFiD), PO Box 93257, 2509 AG The Hague, www.kifid.nl. Your complaint to KiFiD must be submitted within three months of receiving a definitive reply from us.

3. Legal action

If you do not wish to use these facilities for handling complaints, or you are unsatisfied with the eventual outcome, you may refer the dispute to a court.

Section II Special Terms and Conditions

The Special Terms and Conditions contain details of the specific types of cover provided under the occupational disability insurance.

Part A, Provisional cover upon your insurance application, is always applicable even though this is not specifically stated on the insurance certificate. All other types of cover are applicable to you if they are stated on your insurance certificate.

The Special Terms and Conditions form an integral part of the General Terms and Conditions.

The articles of the General Terms and Conditions are also applicable to the Special Terms and Conditions.

In the event of conflict between these articles or where they result in differences of interpretation, the articles of the Special Terms and Conditions will prevail.

A Provisional cover upon your insurance application

1. What does 'provisional cover' mean?

If you have applied for occupational disability insurance, you are insured against the risk/the risks of disability according to your chosen types of cover from the date we received your application until the moment the insurance actually commences (this is the inception date of the policy as stated on the insurance certificate).

2. What criteria must you meet?

You must work in the service of an employer and have become ill due to an accident in the intervening period between your application for insurance and the actual date on which the insurance commences (the policy inception date).

3. What is the level of benefit in case of an accident?

We base the level of your benefit on the type(s) of insurance cover you have applied for and the annual income forming the basis for the insurance application.

4. When does the provisional cover expire?

The provisional cover expires automatically on the date the insurance commences. It also expires in the event we decline the insurance application.

If we terminate the insurance with retroactive effect, you also may not derive any rights under the provisional cover. The provisional cover also expires in the event you withdraw your insurance application.

5. What do we understand by an accident?

An accident is understood to mean: sudden, unexpected, externally effective violence onto the body of the insured, resulting directly in physical injury which can be established medically.

Inclusions:

We consider the following situations to constitute an accident:

1. near drowning;
2. sunstroke and near freezing;
3. physical injury caused by lightning strike or other electrical discharge;
4. acute poisoning or asphyxiation caused by unintentional ingestion or inhalation of gasses or vapors or of solids or liquids, with the exception of poisoning caused by use of food products, beverages and tobacco, allergens and of medicines in the broadest sense;
5. near starvation, near death from thirst or near exhaustion caused by a disaster;
6. an allergic reaction or infection or contamination by penetration or ingestion of germs, (both) caused by an involuntary fall in the water;
7. wound infection or blood poisoning, resulting directly from an accident that is covered under this insurance;
8. aggravation of the consequences of an accident caused by treatment given on prescription from a physician after the accident, resulting directly from an accident that is covered under this insurance;
9. sprain, dislocation or tear of muscle or ligament tissue, provided it occurred suddenly and the nature and location can be established medically;
10. accident injury caused directly by the application of first aid to human or animal;
11. involuntary and sudden penetration, ingestion or inhalation of objects in the digestive tract, the respiratory tract, the eyes or the hearing organs, resulting in internal injuries.

Exclusions:

We do not consider the following situations to constitute an accident: intestinal rupture, lumbago, spinal disc herniation (hernia nuclei pulposi), inflammation of a tendon sheath (tendovaginitis crepitans), RSI, muscle strain and whiplash (coup de fouet), tennis elbow (epicondylitis lateralis), golfer's arm (epicondylitis medialis)

B Cover in case of long-term sickness absence

Your insurance certificate makes clear whether you are entitled to this cover.

1. What do we mean by certain terms?

- a. Insured annual income
The insured annual income described by us in Article 1 of the General Terms and Conditions, valid on January 1 of the year in which your second year of sickness commences.
- b. Sickness absence
You are completely or partially unable to work due to illness or an accident.
- c. Benefit
The benefit to which you are entitled in case of sickness absence.
- d. Definition of benefit payable on sickness absence
If you are on sickness absence and your employer reduces your salary due to illness, we will supplement your income until the date your employment is terminated or until the date your employment is adjusted. This is done in the manner set out in Article 2. If your employment is terminated more than three years after the first sickness absence day, we will cap the duration of your benefit at three years from your first sickness absence day. During the period of sickness absence, multiple short periods will be aggregated if they succeed each other with an interruption of less than four weeks.

2. What is the level of your benefit?

The level of your benefit depends on the period that has elapsed since your first sickness absence day and the applicable percentage of insured income. Both are shown on the insurance certificate. Your total benefit can never exceed the amount your employer has actually deducted from your income or the total amount that we are legally permitted to supplement.

3. Qualification for benefit

To qualify for benefit you must satisfy the following conditions:

- a. your first sickness absence day occurred while you were insured;
- b. you are on full or partial sick leave;
- c. you are entitled to continued payment of your wages under your conditions of employment;
- d. your employer has reduced your wages in connection with your illness and the reduction is not supplemented in any other manner;
- e. if you qualify for benefit under this cover during weeks 105 through 156 only, this will be stated on your insurance certificate.
In that case, we will make it an additional condition that you are declared partially (35-80%) incapacitated or less than 35% incapacitated by UWV Employee Insurance Agency during this period.

- f. the insured has not previously claimed the incapacity benefit referred to under e above.

4. Commencement of benefit

Your insurance certificate states when your benefit will commence.

5. End of benefit

Your benefit will end:

- a. when your employer no longer reduces your wages in connection with illness;
- b. if you do not wish to work for a reason other than your illness, despite the company physician or UWV Employee Insurance Agency judging that you are able to work;
- c. upon termination of your employment;
- d. once the maximum duration of benefit under this cover has been reached;
- e. if your employer is legally required under a sanction imposed by UWV Employee Insurance Agency to continue paying your wages for a longer period.

6. Final benefit

After your full recovery for at least four weeks during the second or third year of illness, your final monthly benefit payment will be doubled.

7. What are your obligations in case of long-term sickness absence?

If you are ill you must:

- a. from your second year of illness, immediately inform us if there is any change in your sickness absence;
- b. immediately inform us in the event you return to work;
- c. at our request, provide us with wage details and other details which we require in order to determine your entitlement to benefit;
- d. grant us permission to make inquiries with your employer.

C Cover in case of less than 35% incapacity

Your insurance certificate makes clear whether you are entitled to this cover.

1. What do we mean by certain terms?

- a. Insured annual income
The insured annual income described by us in Article 6 of the General Terms and Conditions.
- b. Benefit
The benefit to which you are entitled under these special terms and conditions if you are assessed as being less than 35% incapacitated by UWV Employee Insurance Agency.

2. What is the level of your benefit?

If you are less than 35% incapacitated, you are entitled to a percentage of the difference between your insured income and the income you earn in your adapted or reassigned position, minus any compensation provided under your CLA. The level of this percentage is given on your insurance certificate. If your new income is lower than the earning capacity assessed by UWV Employee Insurance Agency, we will base our calculation of benefit on the higher income assessed by UWV Employee Insurance Agency.

3. Qualification for benefit

Qualification for benefit depends on you meeting each of the following conditions:

- a. you have been assessed as being less than 35% incapacitated by UWV Employee Insurance Agency. You have received a WIA decision informing you of this from UWV Employee Insurance Agency, and;
- b. your employment was terminated and you were reassigned in adapted or other employment within three years of receiving the WIA decision, resulting in you losing part of your income; and
- c. in that adapted employment you earn at least 65% of your indexed insured annual income; and;
- d. your loss of income is involuntary and not attributable to you.

4. Commencement of benefit

The benefit commences once:

- a. you start working in adapted employment and you satisfy the conditions of article 3 above, or;
- b. your WIA benefit is terminated because your incapacity has decreased to less than 35%: the benefit commences from the termination date of your WIA benefit. In that case also you must satisfy the conditions of article 3 above.

5. End of benefit

The benefit ends once:

- a. you no longer satisfy all the conditions for this benefit;
- b. the maximum duration of benefit has been reached. This period is stated on your insurance certificate.

D Partial disability coverage (35 – 80% incapacitated)

Your insurance certificate makes clear whether you are entitled to this cover.

1. What do we mean by certain terms?

- a. Insured annual income
The insured annual income described by us in Article 6 of the General Terms and Conditions.
- b. Partially incapacitated
You are able to earn no more than 65% of your insured income. You are incapacitated for the remaining part according to the definition given in Article 2.2 of the General Terms and Conditions. UWV Employee Insurance Agency has assessed you at between 35% and 80% incapacitated.
- c. Benefit
The benefit to which you are entitled under these special terms and conditions in the event you are partially incapacitated.
- d. Income from employment
All new income from or in connection with employment or business on an annual basis that you receive after becoming incapacitated for work. If you have a business that qualifies as income: the taxable profit before application of the entrepreneur's allowance (ondernemersaftrek) and tax credit (heffingskorting) for the period in which you are partially incapacitated.
- e. Statutory benefit
The benefit payable under the WIA.
- f. Other types of benefit
Benefit to which you are entitled if your employment is terminated and which compensates your loss of income, or which supplements your statutory benefit, such as WGA benefit. This may include: non-statutory benefit; severance payments; disability pension; supplementation and compensation payments such as compensatory benefit for loss of income. Retirement pension (or Optional Pension), early retirement pension or pre-pension do not qualify as other types of benefit.

2. How do we calculate the level of your benefit?

- a. If you are partially incapacitated, we will pay by way of benefit a percentage of the difference between your new income from employment, where this exists, and the insured annual income. The level of this percentage is given on your insurance certificate.
- b. Your statutory benefits, other benefit payments and wages which you continue to receive during illness are deducted from the benefit. If you receive a lump sum payment by way of other benefit, that amount will be converted into monthly benefit instalments.
We will base our calculation in this regard on gross amounts.

- c. If your insured annual income has been capped at the maximum income assessable for national insurance (SV-loon), we will multiple your new income from employment with the fraction 'insured annual income divided by uncapped annual income'. Other benefit payments derived from your uncapped income will also be multiplied in the same manner.
- d. If, before becoming incapacitated, you had income from more than one type of employment, at least one of which types of income is not insured, we will multiple your new income from employment and your statutory benefits with the fraction 'insured annual income divided by total income from your types of employment'. Other benefit payments derived from your total income will also be multiplied in the same manner.

3. Qualification for benefit

To qualify for benefit you must satisfy the following conditions:

- a. you receive benefit under the WIA;
- b. your employment was terminated because you are incapacitated or your temporary contract expired. We stipulate this condition only if this is stated on your insurance certificate;
- c. Your loss of income is involuntary and not attributable to you.
- d. You satisfy Article 8.4 of the General Terms and Conditions.

4. Commencement of benefit

Your benefit commences if you satisfy all the conditions for entitlement to the benefit.

Your benefit does not commence until 104 weeks have elapsed since your first sickness absence day in the insured employment.

5. Final benefit

If your WGA benefit was ended because your disability decreased to less than 35%, you are entitled to no more than six months further continued payment of benefit. This only applies if your disability during this period remains below 35% and the total of your income from employment and your benefits remains below the level of your insured annual income.

If you receive benefit for less than 35% disability in addition to this continued payment of your benefit, we will only pay the highest amount by way of benefit.

Optional types of cover under the above partial disability coverage

Reintegration bonus

Your insurance certificate makes clear whether you are entitled to a reintegration bonus. If you qualify, we will provide the reintegration bonus to supplement your WGA benefit.

It is conditional on you earning at least 50% of your potential future income. If you meet this criterion, we will supplement your WGA benefit to a percentage of the difference between your new income and the insured annual income.

The level of this percentage is given on your insurance certificate.

Guaranteed benefit

Your insurance certificate makes clear whether you are entitled to guaranteed benefit. If you are partially incapacitated, we will pay at least a percentage of your insured annual income according to the table below. We refer to this as guaranteed benefit. Guaranteed benefit is not available if you are entitled to a higher level of benefit under the partial disability coverage.

Disability as %	% of insured annual income
65-80%	7%
55-65%	6%
45-55%	5%
35-45%	4%

Cover to supplement pension accrual

Your insurance certificate makes clear whether you are entitled to cover to supplement pension accrual.

1. What does the cover entail?

You build up more pension if you are fully incapacitated than if you are partially incapacitated. In the latter case, your pension accrual may be lower. If you are entitled to cover to supplement your pension accrual, we will pay pension contributions to your pension fund to enable you to continue to build up pension in case of partial disability as if you were fully incapacitated.

2. How much pension contribution do we pay on your behalf?

We guarantee that the contribution we pay is sufficient to supplement your pension accrual to the level you would have reached if you were fully incapacitated. We will supplement your pension accrual in full if you are partially incapacitated due to a work-related accident, and you have notified this to your pension fund.

3. Conditions for the supplement

To qualify for the supplement you must satisfy the following conditions:

- a. you are insured against the risk of partial disability;
- b. you were dismissed from the job in which you became incapacitated for work, and you earn less than 50% of your potential earnings according to UWV Employee Insurance Agency.
- c. you have authorized us to request your pension fund to permit voluntary continuation of your pension accrual on your behalf;
- d. you are entitled to a disability pension from your pension fund.

E1 Full disability coverage (80 – 100% incapacitated, fixed supplement)

Your insurance certificate makes clear whether you are entitled to this cover.

1. What do we mean by certain terms?

- a. Insured annual income
The insured annual income described by us in Article 6 of the General Terms and Conditions.
- b. Fully and permanently incapacitated for work (IVA)
You are unable, or are hardly able, to work, resulting in you being able to earn no more than 20% of your insured income. You are incapacitated according to the definition given in Article 2 of the General Terms and Conditions. There is no prospect of you recovering from your illness or condition.
- c. Fully and non-permanently incapacitated for work (WGA)
You are unable, or are hardly able, to work, resulting in you being able to earn no more than 20% of your insured income. You are incapacitated according to the definition given in Article 2 of the General Terms and Conditions.
- d. Benefit
The benefit to which you are entitled under these special terms and conditions.

2. What is the level of your benefit?

The level of your benefit depends on the type of cover and the related benefit percentage.

Type of cover

There are two types of cover. Type 1 provides for cover in case of full and permanent disability (IVA). Type 2 provides for cover in case of full and non-permanent disability (WGA). Your insurance certificate makes clear which type is applicable to you.

Benefit percentage

We pay a percentage of your insured annual income by way of benefit. The level of this percentage is given on your insurance certificate.

3. Qualification for benefit

To qualify for benefit you must satisfy the following conditions:

- a. your employment was terminated because you are incapacitated or your temporary contract expired. We stipulate this condition only if this is stated on your insurance certificate;
- b. you receive IVA or WGA benefit from UWV Employee Insurance Agency.

4. Commencement of benefit

Your benefit commences if you satisfy all the conditions for entitlement to the benefit.

Your WGA benefit does not commence until 104 weeks have elapsed since your first sickness absence day in the insured employment. Your IVA benefit does not commence until 13 weeks have elapsed since your first sickness absence day in the insured employment.

We will not pay any benefit as long as your employer continues to pay your wages in full.

5. Final benefit

If your IVA or WGA benefit was ended because your disability decreased to less than 35%, you are entitled to six months further continued payment of benefit. This only applies if your disability during this period remains below 35% and the total of your income from employment and your benefits remains below the level of your insured annual income. If you receive benefit for less than 35% disability in addition to this continued payment of your benefit, we will pay the highest amount by way of benefit.

F Occupational disability coverage

Your insurance certificate makes clear whether you are entitled to this cover.

1. What do we mean by certain terms?

a. occupational disability

Occupational disability refers to the situation when, due to illness, defect or accident, you are unable at all or are partly unable, with a minimum nonetheless of 25%, to perform the work belonging to the profession you exercised immediately prior to the onset of the disability.

We take possible changes in duties, working conditions and shifting of tasks within your own work also into account in this regard. Illness is also understood to mean illness due to pregnancy or childbirth. Pregnancy and childbirth themselves do not constitute illness.

b. insured

The medical specialist or resident/trainee doctor who is employed by an employer and is insured under the WIA.

c. insured annual income:

The insured annual income described by us in Article 6 of the General Terms and Conditions.

2. How do we establish occupational disability?

Our medical adviser establishes occupational disability on the basis of data provided by you and from the examination performed on behalf of UWV Employee Insurance Agency. If necessary, these data will be supplemented with a medical or occupational examination, at our medical adviser's discretion. When determining the occupational disability percentage, we also take into consideration the income from employment you have received after becoming incapacitated, in so far as this results in a lower disability percentage. This may be in your own profession as well as in another profession.

We will inform you of what our medical adviser has established. If you do not notify us of an objection within six weeks, we will assume that you accept our position.

We may require an additional specialized examination to be carried out to help us establish the occupational disability. The medical adviser may also reassess the occupational disability. This reassessment will take place after one year, and after each successive period of no more than five years thereafter. You may be summoned for reassessment in the interim at any time.

You may also request a reassessment yourself if your situation has changed, possibly resulting in an adjustment of occupational disability.

3. Objection to established disability

If you disagree with the degree of occupational disability established by Loyalis, you may submit a written objection within six weeks after the decision is made. We will decide in writing on your objection. We may have an examination carried out by another physician or occupational consultant to help us make our decision. In that case too, you are required to cooperate in any examination.

If you disagree with our decision, you may file a complaint with the Financial Services Complaints Tribunal (Stichting Klachten instituut Financiële Dienstverlening / KiFiD). Further details are given in Article 10 of the General Terms and Conditions.

4. Purpose of cover

The benefit is intended to compensate for any loss of income you may sustain due to occupational disability.

5. Level of benefit

The level of benefit is a percentage of your insured annual income according to the table below:

Occupational disability as %	Benefit as %
0 – 25%	0%
25 – 35%	21%
35 – 45%	28%
45 – 55%	35%
55 – 65%	42%
65 – 80%	50.75%
80 – 100%	70%

If your occupational disability has decreased and this has been established by our medical adviser, the benefit will be reduced or terminated. If the degree of occupational disability has increased, the level of benefit will be raised.

Statutory and other types of benefit will be deducted from the benefit payable under this insurance. This does not apply to Retirement Pension or Optional Pension.

6. Qualification for benefit

To qualify for benefit you must satisfy the following conditions:

- a. you are a medical specialist or resident/trainee doctor in salaried employment and you are insured against the risk of occupational disability;
- b. you have been assessed as incapacitated for work (occupational disability) by our medical adviser;
- c. you have been assessed as being less than 35% incapacitated by UWV Employee Insurance Agency;
- d. you do not receive WIA benefit from UWV Employee Insurance Agency;
- e. your employment has been partially or fully terminated on account of your occupational disability;
- f. you are not entitled to any other forms of benefit by way of full compensation for loss of income on account of your disability.

7. Commencement of benefit

The benefit will commence on the date that our medical adviser assesses that you are at least 25% incapacitated for work (occupational disability). This is at least 104 weeks after the first sickness absence day which resulted in the occupational disability.

8. End of benefit

In addition to the instances mentioned in Article 6 of the General Terms and Conditions, the benefit will also end:

- a. if you are no longer incapacitated for work (occupational disability);
- b. if you are granted disability benefit under the WIA.

9. Additional obligations in case of occupational disability

You must inform us immediately of any decision issued by UWV Employee Insurance Agency concerning your degree of disability. You must also inform us immediately of any decrease in your degree of disability, if you fully or partly resume your professional activities, or if you perform other work.

You are not required to perform work that does not belong to your profession.

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Loyalis Verzekeringen
PO Box 4881
6401 JR Heerlen
www.loyalis.nl

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