# Employer's Disability Opting Out (WGA Uitstapverzekering)

## Conditions 411.108

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As a courtesy we provide you with an English translation of our document. You can and may not derive any rights, entitlements or obligations from this English translation. Our disability insurance policies are regulated by Dutch law and as such, our Dutch conditions and entitlements documents are the only legal documents from which you can derive your rights, entitlements and obligations.


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*Conditions are rights and obligations for you and for us.*

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## How should you read these conditions?

**The question—the subject—is in colour.**

**The important part of the answer is black.**

- We use this bullet point to indicate that there are multiple answers to a question or if the main answer needs further explanation.
  - Sometimes, a supplement to an answer can be helpful. We indicate that with this symbol.
    - When we provide more in-depth information on a topic, the hyphen will be a little further indented.

Finally, we explain difficult words or terms in the section Definitions (at the end of the conditions).

# Summary

**If 2 items are similar, we will use different words:**
Your employee will receive a **benefit** from UWV and **compensation** from us.
This makes the difference immediately apparent.

## 1. What insurance do you have with us?

**Employer's Disability Opting Out (Werkgevers Uitstapverzekering).**

- This covers the risk you take on as a self-insurer for the Return to Work (Partially Disabled Persons) Scheme (WGA)
  - For all your permanent, temporary and former employees.
- This is a non-life insurance policy (see section: Definitions).

## 2. Who is insured?

**You, as an employer and WGA self-insurer.**

## 3. What is insured?

**You will receive the WGA benefit for your employee or former employee from us.**

- If we have accepted the employee or former employee.
- If your employee or former employee is entitled to a WGA benefit.
- If you are self-insured for the benefit.
- If you pay the WGA benefit for your employee or former employee.
- We also pay the associated social insurance premiums.

**You will receive the death benefit from the WIA for your employee's next of kin from us.**

- If you paid the death benefit to the employee's next of kin.

**We serve as guarantor for the WGA benefit to UWV.**

- We will pay UWV if you go bankrupt, and UWV will pay your employee.
  - We issue a guarantee statement to the Tax and Customs Administration to this end.

**Services provided by the WIA Reintegration Service (see section: WIA Reintegration Service).**

- Unless we agree otherwise with you.

## 4. Which employees are you insuring with us?

- You should register all your employees with us.
  - Your employees receiving Wajong benefits are not insured (see section: Definitions).
  - Your employees receiving WAO benefits are not insured (see section: Definitions).
- You declare the annual earnings for all your employees (see section: Definitions).
- You should use our online reporting tool to this end: averoachmea.nl/meldloket. Currently, the tool is available in Dutch only.
  - You should keep the data in the online reporting tool up to date.
  - You should inform your employees that you are sharing their personal data with us for this insurance.
  - Unless we agree otherwise with you.

## 5. Who is considered a former employee for the Disability Opting Out (Werkgevers Uitstapverzekering)?

**An employee who has left your employment:**

- who is disabled at the time of leaving employment;
- who becomes disabled within 28 days of leaving employment.

**And for whom you are self-insured for the WGA.**

You will not always receive compensation. You can read all other agreements, as well as your rights and obligations, in these conditions.

# Disability for work

## 6. When is your employee disabled?

**An employee is considered incapacitated for work if they are fully or partially unable to work due to illness or disability.**

- The disability can be directly, medically and objectively attributed to a disease or condition.
- The day the employee reports sick to you is the first day of disability.

## 7. What is the waiting period?

**Your employee will not receive a WGA or IVA benefit from UWV for the first 104 weeks of disability for work.**

- Except in the case of an early IVA benefit; the waiting period for this is shorter.
- Except in the case of a penalty by UWV; the waiting period for this is longer.
- Except in the case of an agreement with your employee to extend the waiting period.

**Any compensation will always be paid after the waiting period.**

- Except with a shorter waiting period; in that case, you will receive the compensation after 104 weeks.

## 8. What happens if your employee returns to work and becomes disabled again?

**The waiting period will continue.**

- Unless the employee is fully recovered and at work for more than 28 days. In that case, a new waiting period will start.

## 9. Who determines the level of disability?

**You: during the waiting period.**

- Based on the assessment by the occupational health and safety service or company doctor.
- Unless your employee receives an early IVA benefit. In that case, UWV will establish the level of disability.

**UWV: after the waiting period.**

- UWV determines the disability rating
  - and, in turn, the benefit.
    - We determine the compensation according to the UWV benefit.
    - Your employee's benefits and compensation may change if they work more or less.
    - We never set the disability level higher than UWV's percentage.

## 10. How can you and your employee help in the event of disability?

- You and your employee should do everything necessary to help them return to work.
- You and your employee should follow advice from the occupational health and safety service, company doctor, employment expert and UWV.
- You and your employee should provide us with all the information we need to determine the disability level and compensation.
  - This could be the decision by UWV or paperwork about other compensation.
- You have to cooperate with our request for a reexamination.
  - If the WIA Reintegration Service deems a reexamination necessary.

You can read all about the WIA Reintegration Service in the section: WIA Reintegration Service.

## 11. What do you do if your employee is disabled?

- You should notify us of an employee's disability as follows:
  - In the 42nd week after the initial sick report, you submit your report to the online reporting tool: averoachmea.nl/meldloket. Currently, the tool is available in Dutch only.
  - You upload a copy of the WIA decision in the online reporting tool: averoachmea.nl/meldloket.
    - This also applies if it is a provisional WIA decision.
    - Within 2 weeks of the date stated on the decision.
- Please notify us if UWV imposes a penalty.
- Please provide us with all of the information we need.
- You can always call us: +31 55 579 24 49.
  - We are available from 8:00 to 17:30.

## 12. What do you do when your disabled employee returns to work?

**Please notify us through the online reporting tool: averoachmea.nl/meldloket. Currently, the tool is available in Dutch only.**

## 13. How do you apply for compensation?

**Send an email to wia-schadeservice@achmea.nl in the 104th week after the initial sick report.**

- We will send you a reimbursement request form.

**You will receive the compensation after you send us the statement from UWV.**

## 14. What changes should you report if your employee is covered by the WIA?

**Most changes do not need to be reported.**

- If we have a signed SUAG authorisation from you (see section: Definitions).
  - UWV notifies us of changes in an employee's disability for work.
    - We will assess whether the compensation will change.

**Always send us a copy of UWV's WIA decision.**

- Within 2 weeks of the date on the decision.
  - Upload this in the online reporting tool: averoachmea.nl/meldloket.

**Sometimes, you should also send us the amendment decision:**

- The decision at the end of the wage-related WGA benefit in which UWV tells you which benefit your employee is eligible for next.
- The decision in which UWV tells you that the disability rating is changing.
  - Within 2 weeks of the date on the decision.
    - We assess whether it is necessary to file an objection with UWV.

**Please always notify us if the benefit from UWV changes.**

- Only if we do not have a signed SUAG authorisation from you (see section: Definitions).
  - Please notify the WIA Reintegration Service immediately if your employee works more hours.

## 15. What happens if you do not comply with your obligations regarding disability?

- We may terminate the insurance.
  - We will withdraw the guarantee statement.
- We may start compensation later.
  - The total compensation may be reduced as a result.
- We may deny compensation.
- You must repay overpayments.

These consequences apply only if we are disadvantaged by your failure to fulfil your obligations.
We do not do this lightly.

## 16. What if you and your employee disagree about their return to work?

**You or the employee can request an expert opinion from UWV.**

- The applicant pays the cost of the expert opinion.

## 17. What if an expert opinion is requested from UWV?

- Please notify the WIA Reintegration Service that an expert opinion has been requested.
  - You can read all about the WIA Reintegration Service in the section: WIA Reintegration Service.
- Please notify the WIA Reintegration Service that UWV has issued the expert opinion.
  - Within 2 weeks of the date on the expert opinion.
    - The WIA Reintegration Service will discuss the results of the expert opinion with you by telephone.

Send your notification to: langverzuim@achmea.nl.

## 18. What if your employee becomes disabled before your insurance starts?

**You will not receive compensation from us.**

- This disability is already insured under another insurance policy.
  - This could be a previous employer or UWV, for example.

## 19. What if the disability is attributable to someone else?

- Please notify us as soon as possible.
- Please provide us with the information needed to recover the compensation from the other party.
- Also, please notify us if you received money from the other party for this. We will deduct that amount from the compensation.

# Compensation

## 20. When will your receive the compensation?

**From the moment UWV pays the WGA benefit to your employee.**

- You will receive the compensation after you send us the statement from UWV.

## 21. When does UWV receive the compensation?

**If you can no longer pay your employee's benefit.**

- UWV will submit a claim to us under the guarantee statement.
  - This could be the case if you are bankrupt, for example.
- We will pay UWV. UWV will pay the employee.
- We will no longer pay you.
- If you already received compensation from us for your employee, you have to repay it.

## 22. How do we determine your compensation?

**Your compensation = the WGA benefit according to UWV.**

- We will pay the amount stated on UWV's statement.
  - Or part of that amount if that was agreed upon with you.
- If UWV makes a mistake, we may adjust your compensation later.
  - Overpayments should be repaid.
  - Underpayments will be paid out.

## 23. How long do you have to apply for compensation?

**You can claim compensation up to 3 years after you became entitled to it.**

## 24. For what causes will you not receive compensation?

**The disability for work was caused or aggravated by intentional or reckless conduct.**

- By you.
- By your employee.
- By someone else who has an interest in your insurance.

**The disability for work was caused or aggravated by serious conflicts (wars, riots, rows and wilful damage) (see section: Definitions).**

- Serious conflicts, such as wars, can cause damage greater than we can pay. As such, we do not provide compensation in case of serious conflicts.
- We use the definitions for serious conflicts (wars, riots, rows and wilful damage) provided by the Dutch Association of Insurers (Verbond van Verzekeraars). You can find the definition in the section Definitions.

**The disability for work was caused or aggravated by radioactive materials in a nuclear plant.**

- Outside of a nuclear facility, you will receive compensation if the permits are in order.

## 25. When does compensation end?

- If the WGA benefit stops.
- If you stop paying the WGA benefit.
  - You will still owe premiums.
  - You have to pay our costs.
- As long as your employee is in prison. This also applies to pre-trial detention and detention under a hospital order.
- If your employee has died.
- When your employee reaches the final age on the policy.
- After 120 months.
  - UWV will take over the WGA benefit from you after 120 months.
- If you or your employee commits fraud.

If the insurance ends or your employee switches employers, you will remain entitled to compensation for disabled employees.

## 26. When can we stop, reduce or reclaim compensation?

- If you do not authorise the WIA Reintegration Service or revoke your authorisation.
- If you or your employee do not cooperate fully with their reintegration.
- If you do not notify us of the 42-week notification, or do not notify us on time.
- If you do not send us the WIA decision on time.
- If you do not cooperate with filing an objection or appeal, a reassessment or a new medical assessment.
- If you or your employee fail to provide all information relevant to this insurance.
  - We have up to 6 months to take action after discovery.
- If you do not tell the truth.
  - We have up to 6 months to take action after discovery.
- If you or your employee do not comply with these terms.
- If you fail to pay your premium.

And we are disadvantaged by that.

We may also terminate or adjust the insurance from the time this occurred. We do not do this lightly.

## 27. What consequences can a penalty by UWV have?

- We stop the compensation.
- We start the compensation later.
  - The total compensation may be reduced as a result.
- We refuse the compensation.

Overpayments must be repaid.

These consequences apply only if we are disadvantaged by your failure to fulfil your obligations.

We do not do this lightly.

## 28. What happens to the compensation if laws or regulations change?

**You will not receive a higher compensation if laws or regulations change.**

**Your compensation period will not be extended if laws or regulations change.**

# WIA Reintegration Service

## 29. What is the WIA Reintegration Service?

**The WIA Reintegration Service helps you get your disabled employee back to work as soon as possible.**

- The WIA Reintegration Service is a separate division of Achmea.

## 30. Are services provided under the WIA Reintegration Service insured?

**Yes.**

- Unless we agree otherwise with you.

## 31. What can the WIA Reintegration Service do for you in the event of disability for work?

- You can consult the WIA Reintegration Service for advice from the 42nd week after the initial sick report.
  - The case manager provides the advice by phone.
    - The case manager may decide to engage an employment specialist, medical advisor, or legal counsel.
    - The case manager may decide to engage an external reintegration company.
- If you take the measures recommended by the WIA Reintegration Service, we will pay some of the costs.
  - Unless the cost for us exceeds the benefits expected by the WIA Reintegration Service.
  - Unless you incur the costs because of your obligations under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (Wet verbetering poortwachter).
- You can call the WIA Reintegration Service at any time: +31 55 579 24 49.
  - They are available from 8:00 to 17:30.

They work on your behalf. You remain responsible.

**The WIA Reintegration Service helps you with the monitoring and reintegration of your employee on long-term sick leave.**

- Please notify the WIA Reintegration Service if the employee is not cooperating fully with their reintegration: +31 55 579 24 49.
  - Your employee should notify the WIA Reintegration Service if you are not cooperating fully with their reintegration.
- You provide the WIA Reintegration Service with information from the company doctor, if necessary.
  - Only the information on the employee that you are allowed to have as an employer.
- You authorise the WIA Reintegration Service to request data from the occupational health and safety service, company doctor or UWV.
- You authorise the WIA Reintegration Service to request reexaminations from UWV.
- You authorise the WIA Reintegration Service to file objections with UWV.
- You authorise the WIA Reintegration Service to appeal decisions.
- You authorise the WIA Reintegration Service to ask your employee for authorisation.
- You authorise the WIA Reintegration Service to start a ZBO (zelfstandig bestuursorgaan, independent administrative body) procedure.

**The WIA Reintegration Service will object or appeal on your behalf against decisions made by UWV.**

- If the WIA Reintegration Service deems it necessary.
- The WIA Reintegration Service's lawyers will do this for you.
  - Unless the cost for us exceeds the benefits expected by the WIA Reintegration Service.
  - Unless they think the chance of success is slim.
  - Any reimbursement granted for expenses incurred will accrue to us.

**The WIA Reintegration Service will help you apply for a reexamination.**

- If the WIA Reintegration Service deems a reexamination necessary.
  - Any reimbursement granted for expenses incurred will accrue to us.

**The WIA Reintegration Service processes your employees' personal data.**

- You agree to this way of working.

**The WIA Reintegration Service will keep your employees' personal data safe.**

- They set high requirements for the security of your employees' personal data.
  - They take technical measures.
  - They ensure that only the people authorised to work with the data are given access.
  - They adhere to Achmea's information security policy.
- They conduct regular checks to ensure that security and measures still meet all requirements.

# Premium

## 32. What information is your premium percentage based on?

- Your company's details.
  - For example: the industry and the WIA inflow of employees from your company and/or the industry.
- The wage sum.
  - The total annual wages of the insured employees.
- Individual employee data.
  - For example: annual wage, date of birth and type of employment.

## 33. How do we calculate your premium?

**Your premium = wage sum * premium percentage.**

Please notify us if the wage sum changes. Your premium will increase or decrease from the date of the change.

We calculate your premium using annual wages up to the WIA wage ceiling (see section: Definitions).

## 34. Is your premium percentage fixed during the term of the insurance?

**This depends on the agreements we have made with you. You can find this in the proposal.**

## 35. Can we adjust the premium percentage upon contract renewal?

(see section: Definitions).

**Yes, we will send you a renewal notice.**

- If we increase the premium percentage by more than 10%, you can cancel the policy.
  - Please cancel within 30 days after we sent you the renewal proposal. The insurance will end on the renewal date.
  - Unless the increase is due to a legal provision.
- Unless we have agreed otherwise with you.

This insurance will only be renewed if the contract has a duration of more than 1 calendar year.

## 36. Can we recalculate your premium percentage retroactively?

**Yes.**

- After a change in risk.
- If you failed to disclose important information.
- If you did not tell the truth.

**You will pay extra or receive money from us.**

## 37. Can we recalculate your premium retroactively?

**Yes.**

- Every year.
- We look at all the changes over the past year.

**You will pay extra or receive money from us.**

## 38. When will you receive an invoice?

**This depends on the choice you have made.**

- Annually.
- Or: once a month, quarter or half year.
  - You pay a surcharge for this.
  - Monthly or quarterly payment is only possible when paying by direct debit.
- When paying by direct debit:
  - You will receive the invoice no later than 3 days before we debit the money from your account.
  - You will receive the invoice no sooner than 30 days before we debit the money from your account.

**You pay your premium in advance.**

## 39. When do you not pay a premium for an employee?

- 2 years before the final age on the policy.
- If your employee is receiving an early IVA benefit.
- If the insurance stops for you or your employee.
- If you are receiving compensation from us for the employee under this insurance.
- If your employee is already receiving an IVA benefit from UWV at the start of the insurance.

## 40. What happens if your payment is late or incomplete?

- You will receive a reminder. After that, you will receive a late payment warning.
- If you still have not paid everything after the late payment warning, we have the following rights:

**We can temporarily stop (suspend) the insurance from the moment you were in default.**

- You will still owe premium payments.
- You will not receive compensation for disability that develops or worsens during the period the insurance was discontinued.
- You will regain rights to your insurance once you have paid all the outstanding premiums.
  - Not retroactively.

**We can terminate the insurance and compensation to you from the moment you were in default.**

- You will continue to owe the premium until the end date of your insurance.
- You pay collection costs and the statutory interest.

**Overpayments must be repaid.**

## 41. When do you get a partial refund of paid premium?

**If your insurance stops earlier than the end date.**

- Unless you mislead us.
- Unless you commit fraud.

**We can charge a reasonable amount for our costs.**

- We will explain the costs if you ask.

## 42. Can you set off premiums you owe us against compensation we owe you?

**No.**

- We are allowed to do so, however.

# Reporting changes

## 43. What changes do you have to report?

**You report employee changes, risk changes and other changes important to this insurance.**

## 44. What employee changes do you have to report?

- You hire a new employee.
- Your employee leaves employment.
- Your employee will be working outside the Netherlands for more than 12 months.
- Your employee takes unpaid leave.
- Your employee has died.
- Individual wage changes.
  - Your employee's wage changes structurally.
    - For example, by changing the part-time percentage or a change of position.
- Collective wage changes (see section: Definitions).
- Your employee or former employee receives a benefit (WAO, WIA, Wajong or Sickness Benefits Act) or it changes. You report the changes for all employees. Disabled and not disabled.

## 45. What if you hire an employee?

**New employees are insured if you register them.**

- You should register all new employees.
- You should register them within 90 days of their employment date.
  - The insurance starts from the moment the employee joined the company.
  - Unless we agree otherwise with you.

## 46. What if your employee does not want the insurance?

**Employees cannot refuse this insurance.**

- This insurance is for you as an employer.

## 47. What if your employee's wage changes structurally?

**Your employee is insured for their new wage.**

- Please report structural changes in wages to us.
- You should do this within 30 days.

## 48. What if a disabled employee joines your company?

**We will not insure them.**

- This disability may already be insured under another insurance policy.
  - This could be a previous employer or UWV, for example.

## 49. What if an employee leaves employment?

**You are no longer insured for them from the time they leave employment.**

- This does not apply if the employee becomes ill and disabled within 28 days of leaving employment.
  - And you are responsible for them as self-insurer for the WGA.

## 50. What if a disabled employee leaves employment?

- Please notify us if your disabled employee leaves employment.
- You remain responsible for helping them return to work (reintegration).
  - For up to 10 years from the start of the WGA benefit.
- Any existing compensation will continue.
- They are insured for disability that began during their employment.
  - Even if they leave employment after recovery and become disabled again within 28 days of recovery.
- They are insured for an increase of the disability that began while they were employed with you.

## 51. What risk changes do you have to report?

**Any changes that increase or decrease the risk for us.**

- The most important examples are listed below.
- If you are unsure whether a change constitutes a risk change, please contact your account manager for this insurance.
- Always contact your account manager for this insurance in the event of a merger, acquisition or if your company is issued a different tax number (payroll tax number).

**Examples of risk changes that may cause us to adjust or cancel your insurance.**

- Your business activity according to the Chamber of Commerce changes.
- Your company is no longer located in the Netherlands.
- Your company's legal form changes.
- The controlling rights for your company change.
  - For example: your company changes director.
  - For example: there are new or different (direct or indirect) shareholders for your company.
- You split your company.
- You sell part of your company.
- You merge with another company.
- You fully or partially acquire another company.
- You hire staff from another company.
- You stop being self-insured for the Sickness Benefits Act.
- Your business assets are seized.
  - Please send us a list of all disabled employees.
- You or another person applies for a stay of payment for your business (moratorium).
  - Please send us a list of all disabled employees.
- You or another person files for bankruptcy of your business.
  - Please send us a list of all disabled employees.
- You apply for the legal debt restructuring scheme.
- The wage sum of your permanent employees increases or decreases by 20% or more within 12 months.
- The wage sum of your temporary employees increases or decreases by 20% or more within 12 months.
- The number of permanent employees increases or decreases by 20% or more within 12 months.
- The number of temporary employees increases or decreases by 20% or more within 12 months.
- You second more than 10% of your staff.
- Your employees start doing a different type of work.
- Your employee is going to work abroad for more than 12 months.
- You stop paying the WGA benefit to the employee.

We will adjust or terminate the insurance from the date of the change. You may terminate the insurance if we change the insurance to your disadvantage. If we terminate the insurance, we will also withdraw the guarantee statement.

**Examples of risk changes that may cause us to terminate your insurance.**

- You no longer meet the UWV criteria to be an employer.
  - Or you no longer have employees.
- You stop being self-insured for the WGA.
- You stop your company.
- You sell your company.
- Your company is issued a different tax number (payroll tax number).
- The court declares the statutory debt restructuring scheme applicable to you.
- Your company is granted a stay of payment by the court (moratorium).
- Your company is bankrupt.

Please send us a list of all disabled employees. We will terminate the insurance from the date of the change. We will also withdraw the guarantee statement.

## 52. What other changes do you have to report?

- Your company changes address.
- Our contact at your company changes.
- Your email address changes.

## 53. When should you report changes?

**Risk changes should be reported immediately.**

**Other changes should be reported within 30 days.**

- New employees should be reported within 90 days of their employment.
- Unless we agree otherwise with you.

## 54. What is the consequence of not reporting risk changes on time?

- We can cancel the insurance from the moment the change took effect.
- We may change conditions and premium percentage from the moment the change took effect.
  - If we do so, you may terminate the insurance.
- You will pay the costs we have to incur
  - (e.g., collection fees or address retrieval costs).
- We can stop or refuse a compensation from the moment the change took effect.
  - Overpayments must be repaid.

## 55. What is the consequence of not reporting other changes on time?

**Overpayments must be repaid.**

**We can adjust the insured wage from the moment the change took effect.**

- We will recalculate the premium with retroactive effect.
  - We do this for all employees.
  - You will pay extra or receive money from us.

**You have to pay our costs.**

- (e.g., collection fees or address retrieval costs).

## 56. What should you keep in mind when changing something at the Chamber of Commerce?

**In some cases, you may automatically stop being self-insured for the Sickness Benefits Act and WGA with the Tax and Customs Administration.**

- If you are unsure whether a change means you will stop being self-insured, call the Tax and Customs Administration.
- If you stop being self-insured, you will receive a letter from the Tax and Customs Administration.
  - Please send us a copy of that letter.
  - Re-register as self-insured with the Tax and Customs Administration.
    - Please send us a copy of the decisions by the Tax and Customs Administration.

# End of insurance

## 57. What happens at the insurance end date?

- The insurance will stop. We will withdraw the guarantee statement.
- Or: we will send you a renewal proposal.
  - If you disagree with the renewal proposal, you should notify us before the insurance end date.
    - The insurance will then stop on the end date.
  - If we do not hear from you, the insurance will continue according to the agreements in the renewal proposal.
    - Unless we indicate in the renewal proposal that the insurance will stop if we do not hear from you.
- Or: we inform you that we are unable to send a renewal proposal. Because you have not sent us the necessary information on time.
  - The insurance will stop at the insurance end date.

## 58. When can you cancel the insurance?

**From the first renewal of insurance.**

Every day.

- You have to give 1 month's notice.
  - For example, if you cancel on 12 May, the insurance will stop on 12 June.
- Unless the renewal proposal states that we are concluding a new contract with you. In that case, the insurance will stop on the end date stated in the renewal proposal.

**If we increase the premium percentage or worsen the conditions during the contract term.**

- Unless the increase is due to a legal provision.
- Unless we increase the premium percentage by 10% or less upon renewal.
- Unless we increase the premium percentage upon renewal as agreed with you at the start of the insurance.

**When the insurance stops, we will also withdraw the guarantee statement.**

## 59. How do you cancel the insurance?

**Send a letter or email:**

- Please send your letter to:
  Avéro Achmea
  Antwoordnummer 297
  7300 VB Apeldoorn
  The Netherlands
- Please send your email to your contact for this insurance.

## 60. When does your employee's insurance stop automatically?

- If your employee has died.
- When your employee reaches the final age on the policy.
- If your employee leaves your employment.

## 61. When are we allowed to terminate your insurance immediately?

**You or an insured person is on a national or international sanctions list.**

- We are authorised to immediately terminate or suspend all insurance policies listed on your insurance certificate, or to suspend coverage.
- You will not receive a premium refund.
- We will not pay any reimbursement.

**Examples include:**

- A sanctions list from the Netherlands, the European Union or the United Nations.
- Sanctions lists with extraterritorial effect, such as from the United States or the United Kingdom.

## 62. When do we terminate the insurance prematurely?

**Situations in which we terminate the insurance prematurely:**

- You fail to fulfil your obligations.
  - And we are disadvantaged by that to an extent that you should expect us to stop the insurance.
- You stop being self-insured for the WGA.
- You sell your company.
- Your company is issued a different tax number (payroll tax number).
- You no longer meet the UWV criteria to be an employer.
- You stop your company.
- Your company is granted a stay of payment by the court (moratorium).
- Your company is bankrupt.
- The court declares the statutory debt restructuring scheme applicable to you.

Please send us a list of all disabled employees.

When the insurance stops, we will also withdraw the guarantee statement.

**Situations in which we can terminate the insurance and stop compensation retroactively:**

- You fail to provide all the information we need for the insurance.
- You fail to provide all the information we need to determine the compensation.
- You commit fraud (see section: Definitions).
- You do not tell us the truth.
  - You give us incorrect or incomplete information.

We can cancel the insurance from the moment you did not inform us or did not tell the truth.

We can also stop the compensation from the moment you did not inform us or did not tell the truth.

We can cancel the insurance and terminate reimbursement retroactively up to 6 months after discovery.

You will not receive a premium refund.

Overpayments must be repaid.

## 63. When can you or we terminate the insurance prematurely?

- Laws or regulations change.
  - And the insurance is no longer appropriate as a result.
- Your business activity according to the Chamber of Commerce changes.
- Your company is no longer located in the Netherlands.
- Your company's legal form changes.
- You split your company.
- You sell part of your company.
- You merge with another company.
- You fully or partially acquire another company.
- You hire staff from another company.
- Your business assets are seized.
  - Please send us a list of all disabled employees.
- You or another person applies for a stay of payment for your business (moratorium).
  - Please send us a list of all disabled employees.
- You or another person files for bankruptcy of your business.
  - Please send us a list of all disabled employees.
- You apply for the legal debt restructuring scheme.
- The wage sum of your permanent employees increases or decreases by 20% or more within 12 months.
- The wage sum of your temporary employees increases or decreases by 20% or more within 12 months.
- The number of permanent employees increases or decreases by 20% or more within 12 months.
- The number of temporary employees increases or decreases by 20% or more within 12 months.
- You second more than 10% of your staff.
- Your employees start doing a different type of work.
- Your employee is going to work abroad for more than 12 months.

When the insurance stops, we will also withdraw the guarantee statement.

## 64. When can we terminate the insurance?

**If UWV exercises the guarantee statement.**

- We can immediately stop the insurance and withdraw the guarantee statement.
- You will still owe premiums.
- You have to pay our costs.

# Failure to fulfil obligations

## 65. What is the consequence of failure to fulfil your obligations?

- We may temporarily stop (suspend) or adjust the insurance.
- We may terminate the insurance immediately.
  - We will also withdraw the guarantee statement.
- We can recover any additional costs from you.
  - If you have understated your annual wage.
- We may lower the compensation or start it later.
- We may stop compensation.
- We may deny compensation.
- You must repay overpayments.

These consequences only apply if we are disadvantaged by your failure to fulfil your obligations.
We do not do this lightly.

# Fraud

## 66. What can we do if we suspect fraud?

- Request evidence from a physician.
- Request evidence from UWV.
- Conduct digital research
  - (e.g., on the Internet).
- Stop compensation.
- Record contact moments.
  - For example, record phone calls.
- Request additional information.
- Record the data in our event administration and our internal reference register (IVR, Intern Verwijzingsregister).
- Share our suspicion of fraud with UWV.
  - UWV may conduct its own fraud investigation.

## 67. What do we do if we find proof of fraud?

- Report the matter to the police and/or prosecutor's office.
- Stop compensation.
- Terminate all your insurance policies.
- Share the results of our fraud investigation with UWV.
  - UWV may conduct its own fraud investigation.
- Report the fraud to the Centre for Combating Insurance Crime (Centrum Bestrijding Verzekeringscriminaliteit, CBV) of the Dutch Association of Insurers (Verbond van Verzekeraars).
  - Insurers, police and judicial authorities can request information from the CBV.
- Report the fraud to the CIS Foundation (Central Information System Foundation, stichting CIS).
  - All insurers can view this information.
- Record the fraud in the incident register (Incidentenregister) and the external reference register (EVR, Extern Verwijzingsregister).
- Record contact
  - (e.g., record phone calls).
- Charge you for any costs.

Overpayments or wrongful payments must be repaid.

# Privacy

## 68. Who are you providing your data to?

**To the Achmea Group (= Achmea or we).**

- Avéro Achmea is part of the Achmea Group.
- Avéro Achmea is an Achmea Schadeverzekeringen N.V. brand.
- Achmea B.V. and Achmea Schadeverzekeringen N.V. are responsible for properly processing your personal data.

## 69. What do we use your data for?

- To provide Achmea's products and services to you.
- To improve products and services.
- To assess risks.
- To conduct research on your characteristics and preferences,
  - e.g., scientific, statistical or market research.
  - For example, to be able to make you a personalised offer at the right time.
- To ensure the safety and security of the financial sector.
- To combat fraud.
  - This includes data about you that we find on the Internet.
- To abide by the law.
- To provide you with information about our other products and services.
- To keep track of how and when Achmea contacts you. For example:
  - to improve communication.
  - to coach and train employees.
  - to find out what agreements Achmea has made with you.

## 70. What else may we do with your data?

**Share and use within the Achmea Group.**

**Share and check with other companies.**

- Only when necessary. For example:
  - with the CIS Foundation (Central Information System Foundation, stichting CIS).
    - All insurers in the Netherlands can see this data.
    - stichtingcis.nl
  - with business partners. For example:
    - our suppliers or reintegration agencies.

**Share and check with the government.**

- Only when necessary. For example:
  - with the Tax and Customs Administration.
  - with UWV.

Achmea does not sell your data.

## 71. Where can you read more about your rights and how Achmea uses your data?

**In our Privacy Statement at averoachmea.nl/privacy. Currently, the website is available in Dutch only.**

## 72. Who is allowed to view all of your employee's data?

**The employee.**

## 73. Who is allowed to view your employee's medical records?

- The employee.
- The WIA Reintegration Service's medical advisor, if allowed under privacy rules.
  - The WIA Reintegration Service may also view limitations, such as a limitation on working hours or lifting, bending and stretching.

## 74. What data is the WIA Reintegration Service allowed to view?

**The data required for the WIA Reintegration Service.**

- E.g., disability reports, name, address and place of residence.

## 75. What data is the WIA insurance policy processor allowed to view?

**The data needed to carry out the insurance.**

- E.g., name, address and annual wage.

# Complaints

## 76. What do you do if you have a complaint about us?

**Submit the complaint to us.**

Through our website: averoachmea.nl/klachtdoorgeven.

Currently, the website is available in Dutch only.

By post: Avéro Achmea Complaints Department
P.O. Box 101
7300 AC Apeldoorn
The Netherlands

## 77. What if the complaint is not resolved?

**You can take your complaint to court.**

- We can also take the complaint to court.

# Not insured

## 78. The following damages are not insured:

**Damages that we are not allowed to insure based on national or international sanctions lists.**

- For example, if insuring the damages would mean participating in prohibited transactions.

**Damages that we are not allowed to compensate based on national or international sanctions lists.**

- For example, if paying compensation would involve paying money to individuals, companies, governments, or other organisations on a sanctions list.
- This includes indirect payments.

**Examples include:**

- A sanctions list from the Netherlands, the European Union or the United Nations.
- Sanctions lists with extraterritorial effect, such as from the United States or the United Kingdom.

# Other

## 79. What if a situation is not covered in these conditions?

**We will decide.**

- We will consult with you.

## 80. Are we allowed to change the premium and conditions for a group of insured persons during the contract term?

**Yes.**

We can do this if:

- the group's disability risk or our estimate thereof changes.
- the group's damage changes.
- the costs change.
- economic factors change that affect the premium, such as interest rates and inflation.
- laws or regulations change.

We will do so only if it is reasonable and equitable.

## 81. Can you terminate the insurance if you are in the group for which we have changed the premium or conditions?

**Yes, if:**

- the premium percentage increases.
- the conditions worsen.

Unless the increase is due to a legal provision.

## 82. What address do we use?

**The last address known to us.**

- Please always notify us of a change of address.

## 83. Governing law

**Dutch law.**

## 84. When can we ask you for a certified statement from a certified public accountant?

**If we deem it necessary, for example as a random sample.**

- You have to pay the costs yourself.

## 85. Are you insured against the risk of terrorism?

**Yes, as soon as we recover your compensation or premium waiver from the NHT (see section: Definitions).**

- A decision by the NHT is binding on you and us.
- You should report the disabled employee within 2 years of the attack or infection.
- In the event of an attack, there is a maximum of 1 billion euros for all insured persons with all insurers affiliated with the NHT.

You can find the full text of the "Protocol on Settlement of Claims" (Protocol afwikkeling Claims) of the Dutch Terrorism Claims Reinsurance Company (NHT, Nederlandse Herverzekeringsmaatschappij voor Terrorismeschade) at nht.vereende.nl.

## 86. How do we comply with the Sanctions Act 1977?

**We do not insure risk if we are prohibited from doing so by the Sanctions Act (Sanctiewet) or other legal provisions.**

- For example: because it would mean participating in prohibited agreements.

**We also do not pay compensation if we are prohibited from doing so by the Sanctions Act or other legal rules.**

- For example: if it would involve paying money to individuals, companies, governments or other organisations on a sanctions list.

# Definitions

## Annual wage

When determining the annual wage, we use the gross annual wage in accordance with the uniform wage definition as described in the Uniform Wage Definition Act (Section 1A) and the Social Insurance (Funding) Act (Section 16). This is the uncapped wage that UWV (Employee Insurance Agency) uses to calculate a WIA benefit. UWV calls this the SV (social insurance) wage.

The insured gross annual wage is the gross wage that the employee earned in the year prior to the month in which they became fully or partially disabled for work due to illness or disability. We use the insured gross annual wage to calculate the compensation in the same way as UWV. UWV increases this annual wage according to the WIA index. They do this from the first day of disability for work until the WIA benefit starts. We also do so until the start of compensation.

The wage you declare for this insurance is the gross annual wage, including all taxable components. For example:

- Holiday allowance
- Year-end bonus
- 13th month
- Supplements such as a shift allowance
- Additional tax liability for the private use of a company car
- Individual choice budget

The following are not considered part of the wage:

- Pension contributions
- Untaxed expense allowance
- Severance pay

For more information about the wage to be declared, visit the UWV website.

## Collective wage change

A change in wage due to an agreement in your company, industry or CLA that applies to a group of employees. Your company or the employee's performance does not affect the change in wage.

- For example, a wage change in a CLA.
- For example, a wage change due to an additional year of service.

## Employee

A person under the final insured age (usually the state pension age):

- who is compulsorily covered by employee insurance schemes according to UWV,
- and who has an employment contract with you under civil or public law.

An ex-employee who has left employment disabled.
Not: for example, an on-call worker with no obligation to appear or an intern. A director and principal shareholder is only considered an employee if they are an employee according to UWV.

## Fraud

Providing incorrect or incomplete information to obtain or retain insurance or reimbursement.

## Insured person

You.

## IVA benefit

A benefit that an employee receives from UWV under the Work and Income (Capacity for Work) Act (WIA). The employee is 80–100% disabled for work and is not expected to recover. (IVA= Fully Disabled Persons Income Scheme, Inkomensvoorziening Volledig en duurzaam Arbeidsongeschikten).

## NHT

Dutch Terrorism Claims Reinsurance Company (Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden). The NHT was founded by insurers in 2003. We have reinsured the terrorism risk with the NHT. The reinsurance is subject to the Claims Settlement Protocol. You can download the protocol at: nht.vereende.nl.

## Non-life insurance

This insurance is a non-life insurance policy. Non-life insurance provides compensation if something happens and the insured person suffers damages as a result.

- Only if the conditions state the event is insured.
- Compensation never exceeds the insured party's damages.

## Policyholder

The person with whom we conclude this insurance.

- We refer to the policyholder in these terms and conditions as: you.
    - You enter into the contract.
    - You pay the premium.
    - You can terminate the policy.
    - You can ask to change the insurance.
- The policyholder's information is listed on the policy.

## Renewal

Annual administrative continuation of insurance.
This insurance will be renewed on 1 January if the contract term is longer than 1 calendar year.

- Example 1: You become self-insured for the WGA from 1 January 2026

| | |
|---|---|
| Contract term | 3 calendar years |
| Effective date | 1 January 2026 |
| Renewal dates | 31 December 2026 and 31 December 2027 |
| Insurance end date | 1 December 2028 |

- Example 2: You become self-insured for the WGA from 1 July 2026

| | |
|---|---|
| Contract term | 3 calendar years |
| Effective date | 1 July 2026 |
| Renewal dates | 31 December 2026, 31 December 2027 and 31 December 2028 |
| Insurance end date | 31 December 2029 |

- Example 3: You switch to us as self-insurer for the WGA from 1 March 2026

| | |
|---|---|
| Contract term | 1 calendar year |
| Effective date | 1 March 2026 |
| Renewal dates | N/A |
| Insurance end date | 31 December 2027 |

## Serious conflicts (wars, riots, rows and wilful damage)

Serious conflicts as defined by the Dutch Association of Insurers (Verbond van Verzekeraars) (wars, riots, rows and wilful damage):

Definitions of wars, riots, rows and wilful damage:

- Armed conflict: any case in which states or other organised parties fight each other, or one fights the other, using military force. Armed conflict includes military action by a United Nations peacekeeping force.
- Civil war: a large-scale armed struggle between groups of people living in the same state.
- Insurrection: an organised large-scale violent resistance within a state directed against the public authorities.
- Civil commotion: large-scale violent acts occurring in different places within a state.
- Riot: a large-scale local violent movement of a group of people directed against the public authorities.
- Mutiny: a more or less organised large-scale movement of members of any armed force directed against the authority under which they resort. "Authority" means not only Dutch authorities, but also the authority of the European Union, NATO or the United Nations.

## SUAG

Disability Benefit Status (Status Uitkering Arbeidsgeschiktheid). SUAG is a data service by UWV. We use the service to receive current data on the invalidity and WIA benefits of employees insured with us who receive compensation.

## Terrorism Risk

An employee becomes disabled by:

- An attack with a political, religious or ideological purpose that involves violence or infection with pathogens or harmful substances.
- Measures to prevent such an attack or mitigate its effects.

## UWV

Employee Insurance Agency (Uitvoeringsinstituut werknemersverzekeringen).

## Waiting period

A disabled employee receives any benefit from UWV after the waiting period. The waiting period is 104 weeks.

- Except in the case of an early IVA benefit; the waiting period for this is shorter.
- Except in the case of a penalty by UWV; the waiting period for this is longer.
- Except in the case of an agreement with your employee to extend the waiting period.

## Wajong

Invalidity Insurance Act (Young Disabled Persons) (Wet werk en arbeidsondersteuning Jonggehandicapten).

## WAO

(Previous) law for disability insurance (Wet op de arbeidsongeschiktheidsverzekering).

## We

Achmea Schadeverzekeringen N.V., with its registered office in Apeldoorn. This is the insurance company you took out the insurance with. Achmea Schadeverzekeringen N.V. operates under the brand Avéro Achmea, is registered with the Chamber of Commerce under number 08053410 and is registered with the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten) under number 12000606.

## WGA benefit

A benefit that an employee receives from UWV under the WIA. The expectation is that they will recover fully or partially. (WGA= Return to Work (Partially or temporarily Disabled Persons) scheme, Werkhervatting Gedeeltelijk Arbeidsgeschikten). There are 3 types of WGA benefits: WGA wage-related, WGA supplement and WGA follow-up.

## WIA

The Work and Income (Capacity for Work) Act (wet Werk en Inkomen naar Arbeidsvermogen). The WIA consists of 2 types of benefits: the WGA and the IVA. UWV executes the WIA.

## WIA benefit

A benefit that an employee receives from UWV under the WIA. There are 2 types of WIA benefits: WGA and IVA.

## WIA index

Every year, the government determines whether all WIA benefits will be increased and by what percentage. This is called the WIA index.

## WIA wage ceiling

Maximum wage for the WIA benefit.
The government redetermines the WIA wage ceiling on 1 January and 1 July every year (in 2026: €79,409.25).

## You

You are the policyholder.
You are also the insured party.

# Do you have questions?

Please contact your account manager. He or she will be happy to help you.

Avéro Achmea
P.O. Box 101
7300 AC Apeldoorn
The Netherlands
averoachmea.nl

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