

# General Terms and Conditions MO-P

Insurance of mortality risks within the Pensions Act

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## General Terms and Conditions MO-P

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# Introduction

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## Article 1 Definitions

In these terms and conditions and the insurance contract, the following terms have the stated meaning:

### 1.1 We / us / our

The insurer: Elips Life AG, established in Triesen, Liechtenstein. The Dutch office is located in Hoofddorp.

### 1.2 You / your

The policyholder: the legal entity with which we have concluded the insurance contract.

### 1.3 Participant

The employee whom you employ and who performs work as agreed with you in a contract. The participant has signed a pension agreement with you. In these terms and conditions, any reference we make to 'he' means 'the participant'. We do this in order to keep the text easy to read. It goes without saying that a participant can also be a woman.

### 1.4 Beneficiary

The person for whom the benefit is intended. The insurance contract states which person is the beneficiary. This can be a company (legal person) or an individual (natural person). If a partner or child of the participant is the beneficiary, we mean:

Partner:

- a) the participant's spouse or registered partner;
- b) the unmarried person with whom the participant runs a joint household on a long-term basis. That person may not be related by blood or marriage to the participant in the direct line. We recognise that there is a long-term and joint household if:
  1. a cohabitation contract has been recorded by a civil-law notary; or
  2. there is proof that the participant has been registered at the same address as his partner for a period of six months or longer.

A participant can have only one partner.

Child:

Legitimate children of the participant who are eligible for an orphans' pension under the administration agreement and the pension regulations.

### 1.5 Mortality benefit

The present value of a benefit based on this insurance.

### 1.6 Surviving dependants' pension

Partner's pension and/or orphans' pension as described in the pension regulations.

### 1.7 Administration agreement

An agreement between an employer and an insurer. The purpose of this agreement is to administer the pension agreement that the employer has concluded with its employee(s). Article 1 of the Pensions Act [*Pensioenwet*] defines what kind of agreement is involved.

### 1.8 Liability

The maximum amount that we insure for each participant. This maximum is the sum of all insured amounts for each participant, of all insurance contracts between you and us. You will find this amount in your insurance contract. You cannot insure the participants for an amount in excess of the liability.

### 1.9 Statement

A statement is a list of all participants. We will provide you with a form that you can complete for this purpose.

### 1.10 Location

A building or group of buildings connected to each other by a passage. A parking garage or ventilation system is an example of a passage.

### 1.11 Employee

Someone who is employed by you, does work for you, and receives a salary for that purpose. Trainees do not fall under the definition of employee. Directors and major shareholders are also not employees.

### 1.12 Insurance contract

An agreement in which we commit to reimbursing the loss suffered by the participant. You pay a premium for this agreement. We only reimburse the loss if you and the participant fulfil the conditions.

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## Article 2 General

### 2.1 Purpose of the insurance

#### **If a participant dies, his surviving relatives receive a benefit**

If a participant dies during the term of this insurance, his surviving relatives receive a benefit for a lifelong or temporary surviving dependants' pension.

### 2.2 Our agreements

#### **We have committed all our agreements with you to paper**

We will provide you with two or three different documents. These documents contain all the agreements we make with you about your insurance policies. Any verbal agreements or agreements in other documents are no longer applicable. You will always receive the insurance contract and the terms and conditions. You will receive the special terms and conditions only for certain types of insurance.

#### **Order of importance**

This insurance contract takes precedence over the special and general terms and conditions. The Special Terms and Conditions take precedence over the general terms and conditions. For example, if the insurance contract and general terms and conditions contradict each other, the provisions of the insurance contract will apply.

### 2.3 Changes to the pension regulations

#### **Let us know if anything changes in the pension regulations**

The pension regulations are the basis for the insurance contract. We assume that the pension regulations will not change. However, if something changes and we believe this has consequences for the insurance contract, we will talk to you again about the terms and conditions. We will then work with you to see whether we should terminate the insurance or need to adapt the terms and conditions. If we choose to amend the insurance contract and you agree, the amendment will apply only if we have confirmed it to you in writing.

### 2.4 Passing on your rights

#### **You cannot pass on your rights from this insurance contract to another person**

That means you cannot:

- a) borrow money on these rights;
- b) alienate these rights;
- c) relinquish these rights;
- d) or use them as security.

This is allowed only if it is stated in the Pensions Act.

#### **We may commute a small pension that has commenced**

Article 12 sets out the conditions under which we may do this.

### 2.5 Informing participants

#### **We send the participants all the information they need Participants receive information from us on four occasions:**

- a) At the start of the insurance, they receive their Pension 1-2-3.  
This provides them with all the information that is important at that time.
- b) Every year, they receive a uniform pension statement.
- c) If a participant no longer participates, he receives all the information that is important at that time.
- d) If a participant receives a pension benefit, he is given a summary of the pension benefits to which he is entitled.

### 2.6 Changes in participants

#### **You must notify us of new participants within two months.**

You must notify us of all participants within two months of the start of the insurance contract. Notice of new employees must be given within two months of their first working day. If you do not do this on time, we cannot send the new participants their Pension 1-2-3 in time. We are obliged to do this by law. The supervisory authority can fine us for sending the Pension 1-2-3 late. If that happens because you failed to give us notice of the new employee on time, we will charge and hold you responsible for these costs.

**You must notify us of changes to the participants within two months**

Notice of all participants who terminate their employment must be given to us within two months.

**2.7 Limits for tax purposes**

**The insurance contract implements a pension scheme that remains within the limits for tax purposes**

The pension scheme remains within the limits of the Wages and Salaries Tax Act 1964 [*Wet op de loonbelasting 1964*]. Article 10, Article 11 and the Chapter IIB of this Act are particularly important. If the pension scheme appears to fall outside these limits, we will adapt it in such a way that it falls within them again. For the part that falls outside the limits, we are looking for a solution together with the Dutch Tax and Customs Administration and the participants. If you have to pay extra payroll taxes to the Tax and Customs Administration as a result of this, you can set these off against the pension scheme participants.

## Acceptance and cover

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### Article 3 Beginning and end of the insurance contract

**3.1 Beginning and end of the insurance**

**The start and end date of the insurance can be found in the insurance contract**

After the end date, we will renew the insurance contract automatically. The period by which we will renew the insurance contract is stated in the insurance contract.

**The insurance stops automatically in the event of war in the Netherlands**

The insurance contract stops as soon as the Dutch Central Bank [*De Nederlandsche Bank*] determines that the Netherlands is in a state of war.

**3.2 Terminating the insurance contract**

**You may give notice of termination of the insurance contract up to two months before the end date**

For example, if your insurance contract runs until 31 December, you are allowed to cancel it up to and including 31 October. In that instance, you must send us a letter or email cancelling the insurance. The insurance will then stop after the end date. The reverse also applies. We are also allowed to cancel up to two months in advance by letter or email.

**In exceptional circumstances you are allowed to cancel the insurance contract with immediate effect**

By this we mean if either of us are put into liquidation or apply for a suspension of payments. If such circumstances occur in your or our situation, the party affected is obliged to inform the other party as soon as possible. We can then inform you and the insured persons about the consequences.

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### Article 4 Offer and acceptance of mortality risks

**4.1 Notification and acceptance of participants in the event of compulsory participation**

**You must notify us of all participants**

The participants are your employees.

**We automatically accept all those participants up to the free acceptance limit.**

The free acceptance limit is an amount that we agree with you. You will find this amount in your insurance contract.

**The participants are insured up to no more than the liability.**

You cannot insure the participants for an amount in excess of the liability. The maximum amount is specified in your insurance contract.

**If you fail to register employees and we pay out, you will have to repay those amounts**

If an employee dies, but was not registered, we may still have to pay out. In this case, you must repay that amount to us. We may also claim additional compensation from you.

#### 4.2 Notification and acceptance of participants in case of voluntary participation

##### **We accept all voluntary participants who register themselves on time.**

If employees are not obliged to take out this insurance, yet wish to be insured, they must register at their employer. The employer give us notice of them within three months of:

- a) the start of this insurance;
- b) the employee taking up employment;
- c) the employee becoming a partner; or
- d) the employee having a child.

#### 4.3 Persons who change their mind and late applications

##### **A participant must submit medical data if he applies late**

We may request a health declaration or an examination by a general practitioner or internist. This is explained in the document 'Medical guarantees', which can be obtained from the 'Downloads' section of our website. We are also allowed to have an additional examination performed and to request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the risk of incapacity for work has increased, we may increase the premium and additional conditions could apply. We may also decide to exclude participation.

##### **Someone who has changed his mind must also submit medical information**

A person who has changed his mind is someone who initially did not want or only wanted to be partially insured for surviving dependants' pension in the event of death, but now wants to be insured, or insured for a higher amount. In that case, we are also allowed to have an additional examination performed and to request extra clarification from a doctor. You will have to pay the costs of the medical examination. If the mortality risk is greater, we may increase the premium and additional conditions could apply.

#### 4.4 Increasing participants' income

##### **We automatically accept an increase in participants' income**

We accept the increase to the level of the liability.

##### **We do not accept an increase in participants' income if:**

- a) it involves one or more salary increases of more than 25% per year;
- b) the increase relates to a participant who reverses an earlier choice.

#### 4.5 Expansion due to merger or takeover

##### **We do not accept new employees automatically after a merger or takeover**

We will first make written agreements with you for the insurance of these new employees.

#### 4.6 Risks not covered by this insurance

##### **We do not insure risks that are not covered by this insurance**

If we have received a premium from you for risks that are not covered by the insurance or by the terms and conditions, or for participants whom we did not wish to accept, we will not insure the risks in question. We will refund the excess premium that you have paid.

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## Article 5 Beginning, term and end of the cover

#### 5.1 From when are participants insured?

##### **Participants are immediately covered after automatic acceptance**

This also applies in case of an automatically accepted increase in income.

##### **If a medical examination is required, the insurance only applies afterwards.**

We will notify you in a letter or e-mail when the insurance commences. We will then also send you the insurance conditions.

#### 5.2 Insured and uninsured

##### **You are insured up to the amounts that we agree with you**

You will find these amounts in the insurance contract.

##### **We do not pay for participants if it transpires they were already dead at the start of the insurance**

It does not matter whether or not you knew the participant had already died.

##### **You are not insured for costs relating to legal liability**

If you are legally liable for something and must incur costs as a result, we will not reimburse you. For example, in case of compensation or a fine that you have to pay in court.

**An participant is no longer insured if:**

- a) you stop the insurance contract for this participant or all participants;
- b) the participant no longer belongs to the insured group of employees. The insurance contract specifies which employees belong to the insured group;
- c) the participant reaches the termination age. Details of the termination age are included in the insurance contract.
- d) the participant no longer participates in the pension scheme, unless this is due to incapacity for work and a premium waiver is also insured for that purpose. In that case, the participant is still insured;
- e) the participant retires early.

**Former participants with a consecutive benefit under the Unemployment Insurance Act [*Werkloosheidswet*] are entitled to a partner's pension if they die while receiving an unemployment (WW) benefit**

There are two options:

- a) The participant was a participant of the partner's pension scheme. We then calculate the partner's pension based on the number of years of service until resignation or dismissal, divided by the maximum number of years of service until retirement date.
- b) Alternatively, the participant was a participant of the Surviving Dependents Act [*Anw*] shortfall insurance, if you had taken this out. We calculate the partner's pension within the Anw shortfall insurance as follows: Anw amount in the year of resignation or dismissal x (number of years of service between the commencement date of the Anw shortfall scheme and the date of resignation or dismissal / number of years of service between the commencement date of the Anw and retirement date).

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## Article 6 Duty of disclosure and consequences

### 6.1 Obligation to provide information

**You must provide us with all the information we need**

We base this insurance on the information you provide to us, or that we receive from the participants. It is therefore your duty to provide us with any information that you know, believe or could know is important for the insurance.

### 6.2 Consequences if we do not receive all the relevant information

**If we do not receive all, or receive incorrect, information, that will also have consequences**

The consequences differ for each situation:

- a) The participant intentionally does not give all or gives incorrect information.  
In this case, we may adjust the benefit. The participant's surviving dependants will then receive less or no benefit at all.
- b) If you intentionally do not give all or give incorrect information, we will assume that the participant was not at fault  
And we pay as normal. You must then repay that amount to us.

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## Article 7 Statements and information

### 7.1 Statement

**You must send us a statement within two months of the following situations:**

- a) At the start of the contract;
- b) 1 January of each year the contract is in force;
- c) Commencement of employment of a new participant;
- d) End of employment of a participant.
- e) A participant becomes a partner or has a child.

**We may increase the premium by a maximum of 5% if you submit the annual statement after 1 March**

If your contract is profit-sharing that year, we will not take the premium increase into account for the profit-sharing calculation.

### 7.2 Relevant information

**You must send us all relevant information and/or documents as soon as we request them**

We will let you know which information and/or documents we need in order to implement the insurance properly.

**The information that you send us must be complete, accurate, not misleading, and truthful at that point in time**

This applies at the beginning of the insurance, during the term of the insurance, and during claim settlement.

### 7.3 Incorrect settlements

**We rectify incorrect settlements in the subsequent settlement**

This is what happens if a settlement is incorrect or incomplete.

#### 7.4 No risk

##### **In a year without insured participants, you will not pay any premium**

However, you will pay for our expenses. We will agree a reasonable amount with you.

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## Article 8 Exclusions

### **We do not pay if the participant dies:**

- a) due to a crime committed by a beneficiary for which the beneficiary has been convicted under criminal law;
- b) by suicide or the consequences of an attempted suicide, within one year of the start of this insurance policy. However, if participation is compulsory, we will pay out in the event of death by suicide or the consequences of an attempted suicide;
- c) during or as a result of participating in a foreign armed service;
- d) during or as a result of acts of war in which the participant was actively involved;
- e) as a result of acts of war in an area outside the Netherlands, where the participant was at that time. This exclusion applies if that area was already in a state of war when the participant knowingly entered this area;
- f) as a result of acts of war in an area outside the Netherlands, where the participant was at that time. When the participant knowingly entered the area, it was not yet at war. However, when war broke out, the participant ignored the instructions of the Dutch or local government. He did not leave the area in time, although he had the opportunity to do so;
- g) as a result of a nuclear reaction, irrespective of how this arises;
- h) as a result of civil unrest. Civil unrest means:
  - 1. an armed conflict, namely any instance in which states or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict is also deemed to refer to armed action by a UN peacekeeping force;
  - 2. civil war, namely a more or less organised violent conflict between residents of one and the same state, involving a significant number of the residents of that state;
  - 3. an uprising, namely organised violent resistance within a state directed against the public authorities;
  - 4. domestic civil unrest, namely more or less organised violent actions which occur at various places within a state;
  - 5. rioting, namely a more or less organised, local, violent movement directed against the public authorities;
  - 6. rebellion, namely a more or less organised, violent movement of members of some armed power, directed at the governing authorities.
- i) by being in an area designated as an orange or red code area by the Dutch government. The rules in this regard are set out in Article 15.1 of these general terms and conditions.

### **We will pay if the participant dies:**

Radioactive nuclides which, in accordance with their purpose, are outside a nuclear facility and are used or are intended to be used for industrial, commercial, agricultural, medical, scientific, educational or military or non-military security purposes, provided a valid permit has been issued by a competent authority (insofar as necessary) for the manufacture, storage and disposal of radioactive substances. The term, 'nuclear facility', is deemed to mean a nuclear installation within the meaning of the Nuclear Incidents (Third Party Liability) Act [Wet aansprakelijkheid kernongevallen] (Bulletin of Acts and Decrees [Staatsblad] 1979-225), as well as a nuclear installation on board of a ship.

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## Article 9 Maximum liability per event

### 9.1 Paying the maximum amount

#### **We pay a maximum of €50,000,000 (fifty million euros) per event**

This is a total amount that we pay for all your insurance policies with us. We can also agree another maximum amount with you. You will find this amount in the insurance contract. If your insurance is on an interest basis, the maximum is the present value of the benefits we expect to pay out in the future.

#### **We pay the maximum amount in the following situations:**

- a) Several participants die as a result of one event.
- b) Several participants die as a result of a series of connected events. We will pay for participants who die within one year of the first event in the series. We determine the date of the first event. We refer to a series if:
  - 1. the events have the same cause; or
  - 2. the events are the result of circumstances that have persisted for a long time; or
  - 3. the events are the result of recurring circumstances; or
  - 4. the events are the result of circumstances relating to each other; or
  - 5. the events collectively form a systematic whole, even if they occur in different places and at different times.

**If €50,000,000 is not enough, we will reduce the payment for each beneficiary**



We then reduce the benefits proportionately, as follows:

Step 1: 50,000,000 / the total amount of all benefits to which the beneficiaries are entitled.

Step 2: We multiply the result of step 1 by the individual, full benefit for each beneficiary.

## 9.2 Increasing the maximum amount

### We can increase the maximum amount for each location

If you can provide us with a list of the participants and the postal code showing each location where they are based during working hours, we will see if we can increase the maximum amount. This can be done for each building or group of buildings connected to each other by a passage. A parking garage or ventilation system is an example of a passage.

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## Article 10 Failure to comply with obligations

### If you fail to fulfil your obligations resulting from this insurance contract, this will have consequences for the payment

If you fail to fulfil your obligations, or you do so late or only partially, and that is to our disadvantage, we may opt not to pay the benefit, or only to pay a partial benefit. If you have deliberately misled us, you will not receive any benefit.

## Provision of insurance

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## Article 11 Notification of death, payment of the mortality benefit and surviving dependants' benefits

### 11.1 Death of a participant

#### Let us know as soon as possible if a participant dies

Send us valid proof of death, and enclose any other documents that you know or think we will need to arrange the benefit.

### 11.2 Payments abroad

#### We only pay the benefit to a bank account in the Netherlands

However, we can make an exception to this rule. If we give permission for the payment to be made to a foreign account, we may impose additional requirements. These requirements will be related, for example, to tax rules, other legislation or legal feasibility. The costs of foreign transfers and additional administrative acts are payable by the beneficiary.

### 11.3 Levies and revision interest

#### We may set off government levies and revision interest against the future benefit payment

If we have already paid benefits, we may recover the levies and revision interest from the beneficiary. The beneficiary must repay us the amount as quickly as possible after our request.

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## Article 12 Commutation of small pensions that have commenced

### We may commute small pensions that have already commenced for the beneficiary

This then relates to a lifelong partner's pension or a temporary orphan's pension that has already commenced. We will comply with the Pensions Act in this regard.

## Premium

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## Article 13 Determination of the insurance premium

### 13.1 Determining the premium

#### **We determine the premium**

We agree a premium rate with you for this purpose. We take into account all policy conditions and additional conditions that could apply on medical grounds. We determine the premium based on the age of a participant when the insurance starts. Our calculation is done in whole years. We then adjust the premium on 1 January of each year based on the participant's age at that time, again taking into account all policy conditions and additional conditions that could apply on medical grounds.

### 13.2 Notification of changes

#### **Changes in the participants must be communicated as soon as possible.**

These changes will affect your premium. You can read more about your obligations to send information in Article 7. We use this information to calculate your premium. At the end of a calendar year, we set off your premium against the advance premium you have paid. You will either receive a refund or need to pay in.

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## Article 14 Premium payments

### 14.1 Payment

#### **You pay the premium on 1 January of each year**

You will receive an invoice from us during December. You pay in advance, i.e. for the following year. If we have agreed a different payment date with you, this will be specified in the insurance contract.

#### **Your advance premium is based on the number of insured persons on the payment date**

Your advance premium is based on the known data in our records at that point in time. After the end of each calendar year, we calculate the definitive premium and set it off against the advance premium. You will then either receive a refund or pay in. If you have to pay extra, you must do so within 30 days of the invoice date. If you are entitled to a refund, you will also receive this within 30 days of the invoice date.

### 14.2 Non-payment or late payment

#### **If you fail to pay or pay late, the cover expires**

This applies to payment of the advance premium as well as to additional invoices.

#### **In case of premium arrears, we comply with the rules laid down in the Pensions Act**

This means that we will do our utmost to get the unpaid premium from you. We can also show that we have tried our best. If we cannot obtain payment of the unpaid premium, we will inform the participants of the premium arrears amount. All participants are then still insured for a maximum of three months. After these three months, we stop the contract. You must pay the premium for those three months as normal.

#### **If the insurance is stopped because you did not pay your premium, we may demand compensation**

After all, we are then missing out on income. If we charge compensation for lost income, we will determine an amount that is reasonable and fair.

## Change of the risk

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## Article 15 Changes of the risk

### 15.1 Insured abroad

#### **If the participant works or is travelling in a dangerous area, there are consequences for this insurance**

In that case we are allowed to stop the insurance for that participant or change the premium and conditions. We determine whether an area is dangerous by studying the government's travel recommendations. The government uses colour codes:

Green: No particular risks to safety;

Yellow: Please note, risks to safety;

Orange: Only essential trips;

Red: Do not travel to this area.

More information is available at [rijksoverheid.nl/onderwerpen/reisadviezen](http://rijksoverheid.nl/onderwerpen/reisadviezen). We base our decision on the colour code on the first day that the participant stays in the area.

#### **Participants who work in an area with a green or yellow code are insured**

There are no consequences for this insurance.

**Participants who work in an area with an orange or red code are not insured**

This applies unless we have made different agreements with you. In that case we are allowed to impose other conditions or demand a different premium for these participants.

**If the colour code changes while the participant is in a particular area, the following rules will apply:**

If the colour code changes from green or yellow to orange or red, the participant will have four weeks to leave the area. He will still be insured during those four weeks. After that, he will no longer be insured.

If the colour code changes from orange or red to green or yellow, the participant will be insured again.

**If a participant dies abroad, we will always check the colour code**

You must provide us with all the information we need.

**15.2 Changes in your organisation**

**If your organisation changes drastically during the contract period, you must let us know**

We reserve the right to terminate the contract prematurely, or to amend the terms and conditions and/or premium if one of the following situations occurs:

- a) More than 20% of your employees are seconded to a different company;
- b) Your organisation's legal structure changes;
- c) Your organisation is involved in a merger, restructuring, the acquisition of a business, demerger or other such changes;
- d) The number of employees or your total wage and salary bill increases by 20% or more within one insurance year;
- e) The policyholder changes or completely ceases the business activities;
- f) The policyholder's business location is no longer in the Netherlands.

## Revision of rates and/or terms and conditions

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### Article 16 Revision of rates and terms and conditions

**16.1 Interim change**

**We may make interim changes to the premium and the terms and conditions**

An interim change applies to all insurance policies covered by these general terms and conditions. We only make interim changes to the premium or terms and conditions if there is a good reason for doing so, for example, if the law, regulations or other stipulations change and that has a major effect on how our insurance policies work.

**An interim change does not apply to beneficiaries of deceased participants**

If a beneficiary already receives a benefit from us, the conditions will not change for him.

**16.2 Rejection of interim change**

**You may reject an interim change to the premium or terms and conditions**

If an interim change occurs, we will send you a letter stating what we are changing and when this will take effect. You will then have 60 days after the date on which the letter is sent to respond. If you inform us in a letter or email that you wish to reject the interim change, the insurance contract will stop when the interim change takes effect. If you do not respond, we will assume that you agree to the interim change.

## Other provisions

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### Article 17 Risk of terrorism

**The participants are insured for death caused by terrorism**

However, this only applies if the insurance contract includes the 'terrorism cover' clauses schedule. We have re-insured loss due to terrorism with the Dutch Terrorism Risk Reinsurance Company [*Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.*] (NHT). The NHT decides whether loss due to terrorism is insured and, if so, for which amount. You can read more about this in the terrorism cover clauses schedule.

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## Article 18 Currency and the applicable law

The monetary amounts in this insurance contract are in euros.  
This insurance contract is subject to Dutch law.

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## Article 19 Protection of personal data

### 19.1 Privacy

**We treat all data relating to you and the participants as confidential**

We use that data to:

- a) assess and accept potential clients;
- b) conclude and perform insurance contracts;
- c) maintain relationships with clients;
- d) make and receive payments;
- e) prevent and combat fraud;
- f) comply with the law;
- g) make anonymised statistics.

**The participant is entitled to:**

- a) request access to the personal data we process about the participant;
- b) ask us to correct personal data if that is necessary;
- c) object against the further processing of personal data or request the processing be restricted;
- d) request the removal of the personal data we process about the participant.

**We comply with the Code of Conduct for the Processing of Personal Data by Insurers [Gedragscode Verwerking Persoonsgegevens Verzekeraars] and our Privacy Statement**

The code of conduct has been drawn up by the Dutch Association of Insurers [Verbond van Verzekeraars]. The full text can be consulted at [www.verzekeraars.nl](http://www.verzekeraars.nl) or you may request it from the Dutch Association of Insurers by sending a letter to P.O. Box 93450, 2509 AL The Hague or calling +31 (0)70 33 38 500. You can also download the code of conduct from our website [www.elipslife.com](http://www.elipslife.com), where you will also find our Privacy Statement.

### 19.2 Laws and regulations on the processing of personal data

**You ensure that we can comply with all laws and regulations on the processing of personal data**

You should therefore only give us data that you may provide under those laws and regulations. This is your responsibility. If you nevertheless contravene these rules, we will not be liable.

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## Article 20 Complaints and disputes

**If either you or the participant have a complaint about how the insurance came about or is implemented, please let us know**

We would be happy to assess the best solution with you or the participant. Please send us a letter or email detailing the complaint or call us to discuss it.

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2130 AG Hoofddorp  
Telephone no. +31 (0)20 75 59 800  
Email: [klachten@elipslife.com](mailto:klachten@elipslife.com)

**If we are unable to resolve the issue together, the participant can contact the Kifid**

The Financial Services Complaints Institute [*Klachteninstituut Financiële Dienstverlening*] (Kifid) will decide whether the complaint is justified, and whether we have dealt with it properly.

Klachteninstituut Financiële Dienstverlening (Kifid)  
P.O. Box 93257  
2509 AG The Hague  
Telephone +31 (0)70 333 89 99  
[www.kifid.nl](http://www.kifid.nl)

**The participant can also contact the Pensions Ombudsman**

The Pensions Ombudsman then decides whether the complaint is justified and whether we have dealt with it properly.

Pensions Ombudsman  
P.O. Box 93560  
2509 AN  
The Hague  
Telephone +31 (0)70 349 96 20  
[www.ombudsmanpensioenen.nl](http://www.ombudsmanpensioenen.nl)

**You (or the participant) can also always take the matter to court**

This would be possible, for example, if you or the participant disagree with us, the Kifid or the Pensions Ombudsman, or if the Kifid or Pensions Ombudsman finds the complaint to be 'inadmissible'.

*Disclaimer*

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