# General terms and conditions for group insurance

AICT23.1.1.1.1

*This document is a translation of the original Dutch version. In case of discrepancies between these conditions and those of the original Dutch version, the Dutch version prevails.*

When we are communicating with freelancers outside of the Netherlands we will always do so in English.

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# 1. Basic agreements

Alicia Benefits B.V. is the policyholder of the group policy. The ***insured persons*** are the ***freelancers*** connected to the (work) platform.

These general conditions together with the applicable insurance term and conditions form the insurance conditions. In the event of differences between the insurance terms and conditions and the general conditions, the insurance terms and conditions prevail.

We expect Alicia Benefits B.V. to provide accurate and complete information when taking out this insurance. If it fails to do so, you may not be entitled to payment in the event of a claim.

This agreement must meet the requirement of uncertainty, as set out in the Dutch Civil Code. This means that neither Alicia Benefits B.V. nor the freelancer is aware, at the time they take out this insurance/cover, of any event or error that has led or may lead to damage that you wish to be compensated for by this insurance.

The insurance may be terminated if it appears that we would not have wanted to insure Alicia Benefits B.V. and/or you if we had received all the correct information, or if it appears that you sought to mislead us.

This policy and any disputes relating to or arising out of this policy is governed by and construed in accordance with Dutch law. All legal disputes arising from this agreement will be submitted to the court in Rotterdam that has jurisdiction.

# 2. Everything about the premium

## 2.1 Who pays the premium?

The premium for the group policy is paid by Alicia Benefits B.V.

Periodically and at least once a year, the definitive premium is calculated on the basis of either the hours actually declared or the total invoice value for the period concerned. This period is stated in the policy schedule.

Where the final premium is higher than the advance premium, Alicia Benefits B.V. must pay the difference, plus any insurance tax owed. Where the final premium is lower than the advance premium, taking into account the agreed minimum premium, we will refund the difference, including any excess insurance tax payable. The policy schedule will also state whether insurance tax is due.

## 2.2 When must the policyholder pay the premium?

Alicia Benefits B.V. pays the premium and the advance premium within 14 days of receipt of the invoice.

## 2.3 Is the payment in arrears?

Has Alicia Benefits B.V. not paid the premium or not paid in full? In that case, we will ask Alicia Benefits B.V. to make payment within 14 days. Has the premium not been paid within this period? Then we will send a second reminder to pay within 2 days. If we do not receive payment within this period, cover is suspended from that date. There is then no further right to compensation, but Alicia Benefits B.V. is still obliged to pay the premium.

If the premium is paid late, the additional costs such as reminder costs or the costs of the collection agency that we use will be charged to Alicia Benefits B.V. The cover is restored one day after we have received and accepted the payment, with the exception of errors, claims and circumstances in the period that the insurance was suspended. We may also decide to terminate the insurance policy or policies to which the delay in payment applies. We will then let Alicia Benefits B.V. know in writing when the group contract ends. This also ends the cover of the insured freelancers.

## 3. Change in premium and conditions

Every quarter we ask Alicia Benefits B.V. for up-to-date information on the professions of the freelancers. This enables us to ensure that the group insurance remains appropriate. If we adjust the premium or the conditions to the changed situation, we will notify Alicia Benefits B.V. within one month of receiving the information. Is the adjustment not agreed? In that case, Alicia Benefits B.V. may terminate the group contract within one month of notification of the change.

When new professional groups are added to the existing professional groups as stated in the policy schedule of the (work) platform, we must be informed of this as soon as possible, in any event within one month of the start of the change. If we adjust the premium or the insurance conditions to reflect the changed situation, we will notify Alicia Benefits B.V. within one month of receiving the information. In that case, Alicia Benefits B.V. may terminate the group contract within one month of notification of the change.

## 4. When does the insurance start?

The cover of the group contract starts at 00:00 on the effective date shown in the policy schedule. After that, we renew the insurance for 12 months at a time.

## 5. What if you commit fraud?

If ***fraud*** is committed or we are deliberately misled by Alicia Benefits B.V., we may terminate the group contract. If fraud is committed by a freelancer or we are deliberately misled by this freelancer, we may terminate the cover of this freelancer with immediate effect within two months of discovery.
Is there damage and has the freelancer deliberately provided us with incorrect or incomplete information? Then we will not reimburse the damage and we will terminate the cover of this freelancer.

We will report this to the police and ensure registration of the fraud in the warning system of the Central Information System Foundation (Stichting CIS) for a period of up to 8 years. This is described in the Financial Institutions Incident Warning System Protocol (PIFI), which was developed by financial service providers. If we have already compensated part of the damage or have incurred costs to investigate the fraud, we will reclaim the payment and investigation costs from the freelancer in case of established fraud. We will let the freelancer know in writing when the cover ends.

## 6. What if the damage is due to terrorism?

Damage caused by terrorism can sometimes not be borne by the insurers themselves. That is why they have insured this with the Dutch Terrorism Risk Reinsurance Company (NHT). Each year, a maximum amount is available for all damage caused by terrorism insured in the Netherlands. That amount applies to all insurers affiliated to the NHT together, and of course only for events that are also

covered. The maximum amount is determined every year and is around one billion euros. You can find the current amount on https://nht.vereende.nl/. Is the total damage higher than the maximum amount? Then the NHT will decide what percentage it will reimburse to the participating insurers. This is also called the payment percentage. We do not pay out more than we ourselves are compensated by the NHT. It is also possible that the amount of the claim is too low to invoke the NHT reinsurance. In that case, we will pay your claim in accordance with the conditions and clauses stated in your policy schedule. You can find more information in the terrorist cover clauses sheet. We have included this at the end of these conditions.

# 7. What if the government imposes sanctions?

This insurance does not apply in case of trade or economic sanctions or other laws and regulations prohibit us or the risk carrier from providing cover, including, but not limited to, the payment of claims.

# 8. When does the insurance end?

## 8.1 When Alicia Benefits B.V. cancels the insurance

Alicia Benefits B.V. can cancel the group contract:

- at the end of each contract period of 12 months subject to 2 month's notice;
- at any time if Temper does not pay the required premium to Alicia Benefits B.V. in time and Alicia Benefits B.V. terminates the agreement with Temper as a result.

Alicia Benefits B.V. will receive confirmation of the termination of the insurance from us.

## 8.2 If we terminate the insurance

We may cancel the group contract at the end of each twelve month contract period. We must then notify Alicia Benefits B.V. of this no later than two months in advance.

In a number of cases, we can also cancel the insurance in the first year. For example, when:

- Alicia Benefits B.V. has unintentionally given us incorrect or incomplete information and we would not have accepted the insurance if we had had the correct information immediately.

We will notify Alicia Benefits B.V. of this two months in advance. The insurance ends at 23:59 hours on the date stated in our letter of cancellation.

In addition, we can terminate the insurance with immediate effect if:

- Alicia Benefits B.V. does not pay the premium or fails to pay it in full, does not pay on time or refuses to pay after we have sent Alicia Benefits B.V. a demand letter accordance with the procedure set out in Article 2.3. The insurance ends at 23:59 on the date stated in our letter of termination.
- it appears that the UBOs of Alicia Benefits B.V. are on a national or international sanctions list;
- Alicia Benefits B.V. has committed fraud or has deliberately misled us. Any right to benefit lapses, unless the deception does not justify the lapse.

We may terminate the cover of a freelancer with immediate effect if the freelancer has committed fraud or intentionally misled us. Any right to benefit lapses, unless the deception does not justify the lapse.

# 9. Objection, complaints and privacy

## 9.1 What if Alicia Benefits or a freelancer disagree with our decision?

We handle every request for compensation with due care. Nevertheless, it is possible that Alicia Benefits B.V. and/or the freelancer do not agree with our decision. In that case, please let us know within 12 months of our decision. This period starts on the day that you or your representative have received our communication with our decision. If you don't inform us within 12 months that you do not agree with our decision, then our decision will be binding.

In any event, the right to a benefit lapses after 3 years, starting on the day after you or the beneficiary becomes aware that a benefit is due and payable.

## 9.2 What if you or Alicia Benefits has a complaint?

Are you or Alicia Benefits not satisfied with the insurance, the cover or our service? Then we will try to find a solution together. You can send a complaint to us by email to klachten@alicia.insure or write to:

Alicia Insurance B.V.
t.a.v. Directie
Coolsingel 104
3011 AG Rotterdam

If we cannot solve the problem together, you can also submit your complaint to the Financial Services Complaints Institute (KIFID), PO Box 2509 AG The Hague (telephone 070 - 333 8 999, website: www.kifid.nl).

The problem can also be submitted to the court that has jurisdiction, depending on the claim.

## 9.3 How do we handle personal data?

When applying for or changing the group contract or cover, we ask for personal data and other data. We process this data in our administration. We are legally responsible to do this properly and are monitored by the Dutch Data Protection Authority (AP).

When applying for or changing an insurance policy or with a claim report, we can consult claims and insurance data at the Central Information System of insurance companies operating in the Netherlands (Stichting CIS).

In addition to the information we receive from Alicia Benefits B.V. or get from the registered freelancer, we request information from trusted third-party sources to assess risks, to improve our services and to be able to make tailor-made offers. For example CBS, RDW, the Kadaster[JPU1] D, market research agencies and service providers in the field of credit registration and data enrichment. Sometimes we may require consent for this purpose. We process the personal data to:
- be able to conclude and maintain a contract;
- settle a claim;
- combat fraud;
- comply with legal obligations, such as needing to know with whom we are doing business.

The personal data that we register can be viewed and adjusted by us on request. More information about all rights can be found at www.alicia.insure at 'Privacy'.

If a claim is reported, we must provide the details of this claim and the personal data of the certificate holder to Stichting CIS.

Do we discontinue the collective contract or cover under a certificate because there is fraud or because contractual obligations have not been met? Then we can register the personal data of the person who committed the fraud or has not fulfilled his obligations also at Stichting CIS.

If we do so, we will inform the person concerned. In this way we want to keep risks manageable and counteract fraud. The customer data is also stored separately centrally so that it is available if necessary, such as in the event of serious calamities, incidents (such as insurance fraud) or investigative activities by the police and the judiciary. More information and the privacy policy of Stichting CIS can be found at www.stichtingcis.nl.

We do not store personal data any longer than necessary and process it in accordance with the 'Code of Conduct for the Processing of Personal Data Insurers'. This contains all rights and duties. The full text can be found on the website of the Dutch Association of Insurers (Verbond van Verzekeraars), www.verzekeraars.nl.

*Data regarding past criminal behaviour*
If we process data about a criminal history, we comply with the rules that apply to this.

*Sharing with third parties*
We sometimes engage other companies to perform services for us. For example, an expert or research agency to help us settle a claim. We make contractual agreements with these parties about the handling of personal data, so that your privacy is adequately protected.

## 10. What do we mean by ...?

| | |
|---|---|
| **Group agreement** | The agreement that we enter into with Alicia Benefits B.V. This includes the conditions in this document and the certificate conditions that apply. |
| **Third party/parties** | Anyone other than the freelancer. |
| **Fraud** | Fraud is a form of deception where something is presented differently from reality or is concealed, such as withholding information. |
| **Freelancer** | A person who finds and accepts assignments through the (work) platform mentioned in the policy schedule. This person can be:<br>- a self-employed person without personnel or<br>- a natural person. |
| **You** | By ‘you’ we mean the freelancer registered with Alicia Benefits B.V. |
| **Insured person** | The freelancer registered with Alicia Benefits B.V. |
| **Policyholder** | Alicia Benefits B.V., which has taken out this insurance for the benefit of the freelancers. Authorised and regulated by the AFM. |
| **We** | Alicia MGA B.V. as Underwriting Agent of the risk carrier, that is mentioned on the policy schedule and on the certificate, or the risk carrier. |

# Terrorism cover clause

**AI-013 Terrorism**

Excluded are claims and/or accidents caused by or arising from the terrorism risk as described in the terrorism cover clause (NHT). This exclusion does not apply insofar as cover is provided within the scope of the terrorism cover clause (NHT).

You can read and download the terrorism cover clause and the complete NHT Protocol at www.terrorismeverzekerd.nl.