

**Addendum to the general terms and conditions of the pension commitment with reference numbers (6102/6103) or (6128/6129) or (6112/6113) or (5.027N 12.2004/5.027F 04.2004)**

**This addendum contains a number of changes to the above-mentioned general terms and conditions of VIVIUM and forms an integral part thereof.**

The following changes come into effect immediately.

Only item 4c of the table of contents (voluntary temporary individual death insurance) comes into effect after the processing date of the relevant change, at the earliest on December 6, 2013.

**Provisions in the special terms and conditions that stipulate a deviation from the general terms and conditions will continue to apply insofar as they are not in breach of applicable statutory provisions.**

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**1. CBFA becomes FSMA**

Effective from April 1, 2011 (Act of July 2, 2010) the abbreviation CBFA has been replaced by FSMA, the Financial Services and Market Authority. This authority, which is the successor of the CBFA, is expanding its field of operation with supervision of compliance with the deontological rules for financial brokers to assure fair, just and professional treatment of their customers.

**2. Postponement of the maturity date**

Postponement means that the maturity date is deferred by one year at a time (year of postponement) if the affiliate is still employed by the pension organiser/continues to perform his job on this date.

The affiliate is not permitted to defer by one year the maturity date or a maturity date that has already been deferred if, on the date the year of postponement commences:

- he is completely unfit for work, or
- his employment contract has been suspended/he no longer receives monthly salary payments, or
- his level of employment is 0% on account of a social measure.

If the affiliate is partially incapacitated for work on reaching the maturity date or the deferred maturity date, the postponement only relates to his rights in respect of part-time employment.

During this postponement period the affiliate is entitled to withdraw from the pension reserves, while still an affiliate of the pension plan. This withdrawal is only permitted once during the different postponement periods.

The benefits are calculated as follows:

- "Defined Benefit" pension rules.
  - The gross capital payment, capitalized from the date of withdrawal until the new maturity date according to the basic rates applicable to postponement, is deducted from the retirement lump sum (or lump sum equivalent of the pension annuity) provided for on the postponed maturity date.
  - The capital payment is deducted from the lump sum death benefit (or lump sum equivalent of the survivor's pension).
  - Effective from the following postponement year, for each postponement the amount deducted will be capitalized until the new maturity date according to the basic rates applicable to postponement.
- "Defined Contribution" pension rules.
  - If a supplementary, minimum or basic lump sum is provided for in the event of death, the gross capital payment is deducted from this.
  - Effective from the following postponement year, for each postponement the amount deducted will be capitalized until the new maturity date according to the basic rates applicable to postponement.

### **3. Payment of benefits in the event of death**

The contents of this article remain unchanged, with the exception of the following paragraph:

The beneficiary designation in the event of death is determined in the following order of priority:

- the partner,
- in the absence thereof, the descendants once removed of the affiliate or, by substitution, their descendants;
- in the absence thereof, the ascendants once removed of the affiliate,
- in the absence thereof, the estate of the affiliate, with the exclusion of the State;
- in the absence thereof, the "financing fund" of the pension commitment.

#### 4. Determination of rights and/or personal contributions of active affiliates who are not full-time employed

##### 4.a. Taking time credit and thematic leave:

For all forms of time credit, motivated or non-motivated (in accordance with the provisions of CLA 103), and for all forms of thematic leave, except for parental leave, the rights and/or personal contributions are determined as follows:

- for the first three months, counted from the change date, the rights and/or personal contributions are further treated as if the affiliate's level of employment had remained unchanged;
- as from the fourth month, counted from the change date, the following provisions apply:
  - in case of full-time time credit or full-time thematic leave: premiums will no longer be due, temporary death insurance policies will be cancelled and the employer's contribution agreement and personal contribution agreement will be reduced. On resumption of work, from the first of the month coinciding with or following the date of resumption of work, the premiums are again due and the rights and/or personal contributions are calculated according to the affiliate's level of employment, in which periods of suspension of premium payability are equated with a level of employment of 0.
  - in case of part-time time credit or part-time thematic leave: the rights and/or personal contributions are determined in accordance with the procedure described under "Affiliates with an employment contract for part-time work" in the general terms and conditions.

For **parental leave** the rights and/or personal contributions are determined as follows:

- for the first **four** months, counted from the change date, the rights and/or personal contributions are treated as if the affiliate's level of employment had remained unchanged;
- as from the **fifth** month of partial parental leave, counted from the change date, the rights and/or personal contributions are determined in accordance with the procedure described under "Affiliates with an employment contract for part-time work" in the general terms and conditions.

##### 4.b. Part-time early retirement or time credit "end of career":

The legislator has abolished the concept of "part-time early retirement" effective from January 1, 2012.

Contrary to the provisions described above, for affiliates who take time credit "end of career" the rights/and or personal contributions will, for the entire period of the time credit, not be reduced according to the level of employment but will continue to be defined as though the level of employment of the affiliate had remained unchanged.

For affiliates receiving part-time early retirement pension or affiliates older than 50 receiving part-time time credit in accordance with the provisions of CLA 77bis, the provisions that applied on commencement of the "part-time early retirement pension" or "part-time time credit" will continue to apply.

Remarks:

1. If the pension rules of your group insurance refer to the **general terms and conditions (ref. 5.027N 12.2004/5.027F 04.2004)**, contrary to the above provisions for all forms of full-time time credit or thematic leave, effective from the change date the payability of the premiums will be discontinued, the term death insurance policies will be terminated and the employer's contribution agreement and personal contribution agreement will be reduced.
2. The provisions on time credit and thematic leave only apply to wage earners, **not to the self-employed**.

#### 4.c. Voluntary temporary individual death insurance

Each affiliate who

- is taking full-time time credit or full-time thematic leave;
- or is temporarily fully incapacitated for work and is unable to benefit from waiver of payment of premium;
- or whose contract has been fully suspended for another reason as mentioned above;

can take out a temporary individual death insurance (which does not qualify for tax deductions) on a voluntary basis.

This contract is governed by statutory provisions that apply to individual life insurance contracts. The general terms and conditions of the VIVIUM group insurance apply insofar as they do not conflict with the above-mentioned statutory provisions.

The affiliate can determine the death benefit to be insured, insofar as this does not exceed the applicable death cover before the suspension came into effect.

The death benefit includes the allocated profit share.

The death benefit is insured in the insurance combination "temporary life insurance" for one insurance year at a time and is financed by means of risk premiums.

These premiums are payable by the affiliate.

The affiliate must pay these premiums and charges to the organiser/the company.

The organiser/the company pays these to the pension institution according to the frequency applicable for group insurance contributions.

The affiliation to this personal, temporary death cover is terminated

- on the first day of the month that follows partial or full resumption of work
- on termination of affiliation to the group insurance.

In the event of non-payment of premiums:

- by the organiser/the company, the procedure for non-payment of premiums as set out in the general terms and conditions will apply. The affiliate will be notified by registered mail about the consequences of non-payment of premiums on his individual contract.
- by the affiliate, the contract will be terminated after a period of 30 days counting from the time of dispatch of registered mail to the affiliate, stating the consequences of non-payment.

*(This translation is provided as an aid for policyholders or insured who are English-speaking. In the event of any differences arising as to the meaning or interpretation of any part of the general conditions, only the original Dutch/French wording will be considered valid)*