

General terms and conditions Scildon Mortgage term life insurance (Dutch text is leading)

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Article 1 What do we mean by ...?

Beneficiary

The person or organisation that may receive benefits.

Insured person

The benefits depend on the death of this person.

Mijn Scildon

Customer portal of Scildon. Your personal online environment that Scildon manages for you.

Pledgee

The pledgee is usually a bank or a financial institution which has provided the loan for your mortgage.

The pledgee has the first right to benefits.

Policy

The proof of insurance. This contains all the agreements we have made with you. Additional agreements in appendices are also part of the policy.

Policyholder

The person who takes out the insurance; his or her legal successor.

Premium due date

The date on which you must pay the premium. This date is stated on the policy.

Scildon/we

Scildon N.V.
Laapersveld 68
1213 VB Hilversum

Spouse

Your husband, your wife or your registered partner.

Surrender value

This insurance has no surrender value, which means that you will not receive a sum of money if you terminate your insurance before the end date.

You

The policyholder(s), insured person(s) and/or beneficiary.

Article 2 For whom is Scildon Mortgage Term Life insurance intended?

As an insured person, you are eligible for the Scildon Mortgage Term Life Insurance if you meet the following conditions on the day that you apply for the insurance:

- 2.1. Your term life insurance policy is intended for the (partial) repayment of your mortgage in the event of your or your partner's death. The mortgage on your home situated in the Netherlands for your own occupation and:
- is going to be taken out within a period of six months at the latest, or
 - was taken out no later than six months ago, or
 - was taken out longer than six months ago in combination with another term life insurance policy. The new Scildon Mortgage Term Life Insurance replaces the existing term life insurance. The form of coverage remains the same, the sum assured is not higher, and the insurance termination date is not later.

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- 2.2. The insured amount is a minimum of € 50.000,- and a maximum of € 350.000,-.
 - 2.3. You are at least 18 years old and younger than 46 years old.
 - 2.4. You have no other term life insurance with Scildon.
 - 2.5. You are currently fully able to work. And in the past two years, you have not been absent for more than four consecutive weeks.
 - 2.6. Over the past five years, you have (1) not been under medical treatment and/or you have (2) not received medical advice on and/or you have (3) not been examined by a doctor for:
 - malignant diseases (cancer, lymphoma or leukaemia)
 - cardiovascular disease or stroke/TIA
 - alcohol and/or drug use
 - neurological disorders and/or muscular disease (MS, ALS, Parkinson's, epilepsy, muscular dystrophy, paralysis or permanent brain damage).
 - 2.7. Over the past two years, you have (1) not been under medical treatment and/or you have (2) not received medical advice on and/or you have (3) not been examined by a doctor for:
 - diabetes/diabetes mellitus
 - obesity
 - mental disorders
 - chronic kidney disease/kidney failure
 - liver disease
 - HIV seropositivity
 - 2.8. By medical treatment, as referred to in articles 2.6 and 2.7, we do not mean undergoing a hereditary examination while no disorder has yet occurred. Nor do we mean the circumstance that you undergo preventive medical treatment with the intention of preventing a future disorder.
 - 2.9. Are you taking out insurance on two lives? If so, both insured parties must meet the acceptance criteria.
- 3.4. You will receive the policy in a digital format and can also find the data on our MijnScildon. After taking out the insurance, you will receive an e-mail stating how you will gain access to our MijnScildon.
 - 3.5. If you decide you do not want the insurance after all, you can notify us within thirty days after we send the policy. If you have already paid premiums, you will be refunded these premiums. We will terminate the insurance.
 - 3.6. If you wish to amend the insurance, this could have financial or legal consequences. Please ask your adviser about this.
 - 3.7. Has anything changed in your personal situation (e.g. a move)? You can report these changes to us via 'Mijn Scildon'.
 - 3.8. You are insured worldwide unless the policy indicates otherwise.
 - 3.9. If you lose the policy, you can ask us for a new one. This will replace the old policy.
 - 3.10. This insurance is governed by Dutch law.

Article 4 What are the rules regarding the information you provide?

- 4.1. When you take out the insurance, we will ask you and the insured person(s) a number of questions. It is important that you answer these questions fully and honestly (duty to disclose).
- 4.2. Within six months after the insurance starts, we may verify this, including a medical examination and requesting the old policy if your new Mortgage Term Insurance replaces another insurance and information from the Land Registry. If the information provided proves to be incorrect, Scildon can offer you a different insurance policy or apply other measures and terminate the contract.
- 4.3. If you or the insured person fail to comply with the duty to disclose, this can have major consequences. These are:
 - we terminate your insurance (with retroactive effect), or
 - you receive a lower insured amount, or
 - you will not receive any benefits in the event of the death of the insured.

Article 5 What are the rules regarding the coverage of your insurance?

- 5.1. It is essential for us that you meet the conditions of article 2. We may always decide not to insure you.
- 5.2. You are insured from the commencement date of the insurance and after you have paid the first premium. We will terminate the insurance if you stop paying.

Article 3 What are the rules regarding your insurance?

- 3.1. This insurance only pays out benefits if the insured person dies after the commencement date and before the end date of the insurance. We do not refund premiums if the insured remains alive during the term of the insurance.
- 3.2. You provide us with information when you take out the insurance. This is done while applying for the insurance.
- 3.3. Statements which affect the insurance can be made via the online portal 'Mijn Scildon' or sent by e-mail.

5.3. The date of acceptance of the risk coverage is the date on which we issue the policy.

Article 6 When are you not insured?

6.1. We will not pay out in the following cases:

1. The insured person dies within two years of the commencement date of the insurance by committing suicide, or as a result of the consequences of an attempted suicide. The mental condition of the insured person is not taken into consideration when assessing the death.

In this context:

- for euthanasia which is permitted in the Netherlands, we will pay out the insured amount.
2. The insured person dies as a result of a non-Dutch armed or military service.
3. The insured person dies as a result of combat activities during his deployment abroad as a soldier. Or as a civil servant with the Ministry of Defence in civilian service if he was sent on a humanitarian or peace mission. This does not apply if the Ministry of Defence and the Dutch Association of Insurers have made agreements about this.
4. The insured person dies in an accident during or as a result of a flight or other flight activity. We will pay out if the insured:
- is on the plane as a passenger.
 - is a member of the crew employed by a civil air transport company. This excludes pilots who are breaking in new planes, or test pilots.
 - is a member of the reserve personnel of the armed forces. Refresher exercises are involved.
 - is operating the aircraft as a citizen and is legally authorised to do so.

6.2. If the insured person dies by the intent or recklessness of a beneficiary, or due to a crime involving a beneficiary, then this beneficiary will not receive benefits. We will pay out to the next beneficiary in line.

Article 7 When are you provisionally insured (provisional coverage)?

7.1. By default, from the moment you receive the policy until the commencement date of the full coverage, we provide provisional coverage for accidental death.

7.2. We define an accident as an unintentional and unexpected event during the period of provisional coverage. In this case, the insured person is the victim of external violence and receives physical injuries that can be medically established. The injury must be the direct cause of the death of the insured person.

7.3. The following applies for the provisional coverage in the event of accidental death:

- the amount of the provisional coverage is a maximum of € 350,000. The provisional coverage is never more than the insured amount which you state on the application.
- the insured person lives in the Netherlands.
- the provisional coverage terminates on the commencement date of the full coverage.
- There is no provisional coverage in the event of 'refinancing'. This is the case if the new Scildon Mortgage Term Life Insurance replaces the existing term life insurance.

7.4. Scildon has the right to withdraw a provisional coverage. You will receive a message about this by e-mail one day before the withdrawal, at the latest.

7.5. The provisions mentioned under Article 6, which indicate when you are not insured, also apply to the provisional coverage.

Article 8 What are the rules regarding smoking, non-smoking, quitting smoking or taking up smoking again?

8.1. Non-smoking has a positive influence on mortality rates. In other words, a non-smoker lives longer, on average, than a smoker. That is why we offer you a lower rate if you have not smoked in the last 24 months or used any other products containing nicotine during this period. We can have the insured tested for the presence of nicotine degradation products.

8.2. The rate for non-smokers only applies as long as you do not smoke. If you take up smoking (again), you must immediately report this to us. The rate for non-smokers will then expire and change to the smoking rate. This is done with the premium for smokers at that time. We can also amend the insured capital based on the rates of that moment.

8.3. If you fail to report that you have taken up smoking again, Scildon will reduce the insured capital by at least 40% upon death. The benefits are never higher than the benefits which apply if it is known in advance that you are not entitled to the rate for non-smokers.

8.4. Our definition of smoking includes such products as cigarettes, fine-cut tobacco or cigars. We define products containing nicotine as nicotine patches, nicotine gum, tablets or a nicotine inhaler.

Article 9 How are you insured in the event of war?

- 9.1. If the war takes place in the Netherlands, we will reduce all insured amounts by 10%. This also applies if the war takes place in the municipalities of Saba, Sint Eustatius and Bonaire and in the countries of Aruba, Curaçao and Saint Martin.
- 9.2. The Dutch Central Bank determines whether or not a war is involved and when this war started and ended.
- 9.3. We calculate the total value of the mortality loss suffered by us due to the war within nine months of the end of the fiscal year in which the war ended. The 10% reduction can either remain or lapse on the basis of the results of the calculation. The reduction can also lapse partially or retroactively. We will let you know.
- 9.4. The Minister of Finance may change the scheme set out in this article or impose additional conditions.

Article 10 When do you pay the premium?

- 10.1. Your policy states when you must pay the premium. This is referred to as the premium due date. You must always pay within 1 month after this date.
- 10.2. You ensure that you pay the premium on time. If we have not received the premium on time, we will send you a message. The beneficiaries who have accepted the benefits, as well as any pledgees and garnishers, will also receive this message.
- 10.3. If you fail to pay the premium within 1 month after we send the message mentioned under 10.2, we will terminate the insurance. If applicable, we will notify any pledgee (Article 12), any beneficiary having accepted the benefits and any garnisher.

Article 11 What are the rules regarding stopping, borrowing against and changing the insured amount?

- 11.1. You may terminate this insurance. If you do so, we will not refund you any premiums. If the insurance stops, you are no longer entitled to a payment in the event of the death of the insured person(s).
- 11.2. We will terminate the insurance if you no longer pay any premiums.
- 11.3. You cannot borrow against the insurance. It is not possible to borrow money from us using the insurance as collateral.
- 11.4. If you wish to adjust the insured amount and/or the duration of your policy, you must apply for a new insurance policy with us and you must once again meet the conditions in Article 2. Your current Scildon Mortgage Term Life Insurance will be terminated. There is an exception to this: if you stop smoking, or take up smoking during the term of the policy, the insurance contract will be amended accordingly (see Article 8).

Article 12 What are the rules for pledging?

- 12.1. A pledge means that you give the rights to your insurance benefits to a pledgee. The pledgee is usually a bank or another financial institution. The pledgee has the first right to benefits. We then pay the insured amount to the pledgee.
- 12.2. If you have pledged the insurance you cannot terminate the insurance without the pledgee's permission. Nor can you transfer the insurance to another person without the pledgee's permission. We also need the pledgee's permission for other amendments to the insurance. We will pledge the policy if the mortgage lender/pledgee agrees. You must be the one to submit a request to the pledgee.

Article 13 What are the rules regarding the beneficiary?

- 13.1. You may appoint one or more beneficiaries. You may change the beneficiaries at any time, as often as you like, except if:
 - the beneficiaries have accepted the benefits.
 - the insured person has died.
- 13.2. If there is more than one beneficiary, we use a numbering system for the order of the beneficiaries as stated on the policy. In this context:
 - the beneficiary at number one has the first right to the benefits.
 - if a beneficiary has died, or refuses the benefits, the entitlement to the benefits passes to the next beneficiary.
 - if multiple beneficiaries have the same ranking, every beneficiary will receive the same amount. We will pay out the benefits as a lump sum to a jointly appointed beneficiary or an authorised organisation. This individual or organisation is then responsible for distributing the entire amount equally among the beneficiaries. In that case, a beneficiary can no longer claim (part of) the benefits.
- 13.3. A beneficiary is not required to accept the benefits. These can be refused, unless the beneficiary is also the policyholder.
- 13.4. Whom do we refer to with regard to the beneficiary of the policy?
 - Spouse
This is the spouse at the time the insurance pays out.
 - Partner
This is the person that you live with. You reside at the same address and have both been registered for longer than six months in the Key Register of Persons.
 - Children
The children with a legal family relationship to the person named in the beneficiary section of the policy. For example:
 - children born during the marriage;
 - adopted children;
 - recognised children.

- Heirs
This is anyone who is entitled to the inheritance. If there are additional heirs, we distribute the benefits in the same way as the distribution of the inheritance.

Article 14 How do you apply for the benefits?

- 14.1. We pay the insured amount after we have received the following:
- an extract from the death register. This is an extract from an official population records institution inside or outside the European Union. If the extract is from an institution outside the European Union, we will determine whether or not to accept the extract.
 - the statement of the cause of the insured's death.
 - a message in which the beneficiary asks us to pay the benefits.
This will include, at minimum:
 - his or her date of birth;
 - the relationship with the policyholder;
 - his or her own citizen service number (BSN);
 - a copy of a valid identification document;
 - a copy of a bank statement; or a copy of a valid bank card in the name of the beneficiary with the account number to which we should make the payment.If there are multiple beneficiaries, we must receive this information from all beneficiaries.
 - if the beneficiary is named on the policy in some other way: a certificate of inheritance. This is a statement from the civil-law notary stating who the heirs are.
- 14.2. In addition to the information in this Article, we always reserve the right to request additional information. We may also retain this information.
- 14.3. Have we received all the requested information and are we late in paying? In that case, we will pay interest on the amount until such time as we pay the benefits.

Article 15 Will you still have to pay premiums, taxes and costs?

If you still have to pay premiums, taxes and costs, we can settle this when we make the payment. Or we can charge you the costs and taxes.

Article 16 How long are you entitled to the benefits?

All benefits and other rights under this insurance lapse five years after the death of the insured.

Article 17 When may we amend the insurance?

We have the right to amend the insurance and/or the terms and conditions of the insurance in the interim period. We will only do so to comply with the legislation or regulations governing this insurance. We will, of course, inform you of this.

Article 18 Are there special rules if you wish to change the insurance?

- 18.1. If there are two policyholders, or if an insurance policy is included in the policyholder's inheritance, and you wish to amend the insurance, this can only occur with the written consent of all policyholders. Or if the other policyholders have authorised you or another policyholder to do so.
- 18.2. If the policyholder's decision-making authority has changed without this having been made known to us in writing, then you cannot invoke this amendment against us, in spite of its publication.
- 18.3. Are you getting divorced or terminating your registered partnership and is Scildon aware of this? If so, we are entitled to ask for written permission from the (former) spouse for a change in the insurance.

Article 19 How do you receive information from us?

- 19.1. You are responsible for ensuring we have an up-to-date e-mail address for you. You will receive information about your insurance at this address. If your e-mail address changes, please inform us as soon as possible via 'Mijn Scildon'.
- 19.2. We need the postal or e-mail address of the beneficiary if he/she has accepted the benefits.
- 19.3. We may also send you information via e-mail or other digital means. Information about your policy can be found on Mijn Scildon.
- 19.4. As evidence that we have sent the e-mail, we will retain proof that the information has been provided (for example on an e-mail server).
- 19.5. If there are multiple policyholders, we will send the information to the address of the first policyholder.

Article 20 What if you disagree with something?

- 20.1. We will do our best to help you. If you are still dissatisfied, we would like to hear from you.
- Send your complaint to: Scildon N.V.
Complaints handling department
Postbus 4 / 1200 AA Hilversum
 - or send an e-mail to: servicedesk@scildon.nl
- 20.2. If you are not satisfied with our resolution of your complaint, you can present your case to: Stichting Klachteninstituut Financiële Dienstverlening [Complaints Board for Financial Services]
Postbus 93257 / 2509 AG Den Haag
www.kifid.nl
- 20.3. If you decide not to use our complaints procedure, you can also present your complaint to the courts in Amsterdam.

Article 21 How do we use your personal data?

21.1. We ask you for personal data. What do we use your data for?

- to manage the insurance;
- to be able to assess risks and prevent fraud;
- for (customer) research;
- for marketing activities of Scildon.

21.2. We comply with the 'Code of Conduct for the Processing of Personal Data by Insurers'. This covers the regulations for insurers.

- You can find the code of conduct on the website of the Verbond van Verzekeraars [Dutch Association of Insurers]: www.verzekeraars.nl
- or request the code of conduct from:
Dutch Association of Insurers
Postbus 93450 / 2509 AL Den Haag
Telephone: (070) 333 85 00

21.3. Do you want to know more about how we handle your personal data? Please visit www.scildon.nl for our privacy statement.

Article 22 Why do we conduct customer research?

We may conduct customer research at any time. We conduct this research to prevent money laundering and terrorist financing. We are required by law to do this. We also conduct research to improve our services. Not only the policyholder, but the insured person and the beneficiary can be involved in customer research.

Article 23 What do we do in case of fraud?

If we are dealing with (suspicion of) fraud or a crime we can take the following measures:

- we decline to pay out the insured amount
- we ask you to repay the money we have already paid
- we may charge costs
- we record the fraud in the External Referral Register (the fraud register for insurers)
- we report the situation to the police
- we record the fraud in our incident register

Article 24 What must you and we do in connection with the prevention of money laundering and terrorist financing and the Sanctions Act?

24.1. As an insurer, Scildon must comply with the legal obligations under the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and the Sanctions Act (Sw). We therefore do not pay out or cooperate with requests for payment or benefits if this is in violation of the Wwft or Sw or as long as the Wwft or Sw are not complied with.

24.2. You are obliged to cooperate to enable us to comply with the legal obligations under the Wwft and Sw. This means that you must provide the information (including answering questions) or documentation required by us. This information and documentation may relate to the policyholder or to third parties (such as beneficiaries or premium payers).

24.3. Scildon is authorised to suspend a payment as long as the Wwft and Sw are not complied with. This includes establishing and verifying the identity of the beneficiaries.

24.4. Scildon will not pay if your assets are frozen or if the beneficiary is in a country that appears on the European Commission's high-risk country list.

24.5. Premiums (and other deposits) may only be derived from an account in the name of the policyholder or another premium payer (accepted by Scildon) that is accepted by Scildon. Premiums and deposits from a bank account that we do not accept will be refunded by Scildon and will be considered as not having been paid.