



Occupational Pension Insurance

Long-term disability - PlanSjuk
Premium Waiver Insurance
Survivor's Pension

Conditions

2019

(Updated 1 January 2019)

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1 General conditions

1.1 Introduction

These insurance conditions describe the insurance products available under the insurance scheme. The insurance conditions also contain information about the individual insurance products, requirements for joining, entry into force, cessation and premium rules. The insurance statement contains information about the insurance products purchased.

The insurance conditions are divided into:

- General conditions including general underwriting guidelines
- Explanation of terms
- Product conditions

1.1.1 Occupational pension insurance products available

Products offered within the framework of these occupational pension insurance conditions:

- Long-term disability - PlanSjuk
- Premium Waiver Insurance
- Survivor's Pension

In these conditions the term 'occupational pension insurance' means, unless otherwise stated, all three of the occupational pension insurance products shown above, whether applied for separately or in combination.

1.1.2 Insurer

Euro Accident Livförsäkring AB, referred to as Euro Accident below, is the provider of all occupational pension insurance products available.

The insurer is the insurance company that enters into the insurance agreement and thereby carries the insurance risk.

Corporate Headquarters: Danderyd
Address: Svärdvägen 3 a
SE-182 33 Danderyd

All of the occupational pension insurance products available are classified as 'pension insurance' according to the Income Taxes Act.

1.2 The insurance agreement

1.2.1 Parties to the agreement

The insurance agreement is concluded between the insurer and the policyholder in accordance with the policyholder's occupational pension policy.

1.2.2 Content

The provisions set out in the insurance agreement apply to the insurance. The insurance agreement is based on the information provided in writing or in some other manner to Euro Accident by the policyholder and (where appropriate) the insured.

Swedish law applies to the insurance agreement. The Insurance Contracts Act contains the currently applicable provisions.

1.2.3 Amendment of conditions

Euro Accident is entitled to amend the conditions during the term of the insurance where the amendment is to the benefit of the policyholder or if the preconditions for the agreement have changed as a result of amended statute or other enactment, changed application of statute or other enactment or owing to an official regulation.

The same applies if the preconditions for the insurance agreement have changed in such a way that an amendment to the conditions is needed for technical reasons, the nature of the insurance or if an amendment of the conditions is necessary owing to some other special circumstance.

An amendment to the conditions applies with effect from the end of the current premium period or at such earlier date as prescribed by law. However, the amendment may start to apply at the earliest one month after Euro Accident having provided information about the new conditions to the policyholder.

1.3 General underwriting and conversion guidelines

Occupational pension Insurance can be applied for by companies for employees who have attained the age of 16 and up to the date when the person attains the age of 62, is resident and registered as resident in Sweden and who is entitled to compensation from a Swedish social insurance agency, unless otherwise agreed.

Owners in partnerships, limited partnerships or sole proprietorships can take out Disability Insurance, Premium Waiver Insurance and Survivor's Pension privately.

In order for Euro Accident to grant occupational pension insurance it is normally required that the applicant is fully capable of working, see Clause 1.3.5. A person who is not fully capable of working at the time of affiliation may join the insurance later applying the health status review guidelines applicable at any given

time in respect of the agreement concerned regarding applications for new insurance.

A person who is unemployed will not be granted occupational pension insurance, as the main purpose of this insurance/these insurance products is to compensate the loss of income from work and loss of occupational pension premium.

Nor can a person in receipt of full or partial parental benefit apply for occupational pension insurance.

Occupational pension insurance cannot be applied for on a mandatory basis by participants in sports teams or sports associations.

Underwriting and health status review guidelines may vary between different agreements and are set out in the agreement.

Following a health status review the insurance may:

- be granted with normal premiums and conditions
- be granted with exemptions and/or premium loadings
- be rejected.

The same health status review guidelines as apply for the application for a new insurance also normally apply in the case of:

- an increase of the sum insured
- other extension of the insurance cover.

See also Clause 1.4 Entry into force of the insurance.

It is required that the reinsurer has approved the application if individual insurance in the case of an application for new insurance or an extension is of such size that it has to be reinsured.

1.3.1 Application for new Premium Waiver Insurance

Premium Waiver Insurance can only be applied for in combination with ongoing provisions for pension insurance.

An employer who applies for Premium Waiver Insurance must have adopted a documented pension policy. This policy shall indicate the employer's undertaking in such detail that the undertaking can serve as a basis for Premium Waiver Insurance. Euro Accident reserves the right to retrospectively check that the Premium Waiver Insurance complies with the company's pension policy and not exceeded the maximum scope for pension provisions.

1.3.2 Application for new Survivor's Pension

Survivor's pension can only be applied for before attaining the age of 60 and in combination with Long-

term disability - PlanSjuk. The maximum amount for the sum insured is the amount agreed.

1.3.3 Conversion of disability insurance

Disability insurance can be converted to Euro Accident for a person who has attained the age of 16 and up to the date when the person attains the age of 66.

In the event of conversion of disability insurance in place from another insurer to the same or lower benefits level than the level applicable with the ceding insurer, the conversion is subject to being fully capable of working. The conversion rule in respect of Long-term disability - PlanSjuk can only be utilised by companies with more than five persons insured and in conjunction with an application for mandatory Long-term disability - PlanSjuk.

Conversion subject to being fully capable of working, takes effect at the levels of income carrying rights to compensation, that is to say earned income or income from active business activities, reported most recently to the ceding insurer. It shall be possible for this to be verified by the company.

1.3.4 Conversion of Premium Waiver Insurance

Premium Waiver Insurance can be converted to Euro Accident for a person who has attained the age of 16 and up to the date when the person attains the age of 66.

In the event of conversion of a Premium Waiver Insurance in place from another insurer to the same or lower level than the level applicable with the ceding insurer, the conversion is subject to being fully capable of working. The conversion rule in respect of Premium Waiver Insurance can only be utilised by companies with more than five persons insured and in conjunction with an application for mandatory Premium Waiver Insurance.

Conversion subject to being fully capable of working, takes effect at the sums insured reported most recently to the ceding insurer and subject to the precondition that this does not exceed the agreed premium for the pension insurance to which the premium waiver refers. It shall be possible for the company to verify the premiums.

1.3.5 Fully capable of working

'Fully capable of working' means that your normal work can be performed without restriction and that sick pay from the employer or compensation from the Social Insurance Agency is not being paid.

'Compensation from the Social Insurance Agency' means sickness or rehabilitation benefit, activity compensation, sickness compensation or other compensation owing to work disablement. In order to

be fully capable of working it is also required that no occupational injury annuity is being paid or that wage subsidy employment, dormant activity compensation, sickness compensation or corresponding compensation has not been granted.

The 'Social Insurance Agency' and 'compensation' also mean the corresponding in the Nordic countries.

If it should transpire in conjunction with a loss occurrence or at another date that the insured was not fully capable of working at the time the insurance entered into force, this may mean that the insurance will lapse completely or partially or that Euro Accident is entitled to limit any compensation under the insurance, see Clause 1.7.2.

1.4 Entry into force of the insurance

1.4.1 Voluntary insurance

Unless a later date has been stated in the application documents, the insurance will start to apply on the day following the date on which the application was made to Euro Accident subject to the precondition that:

- the insurance, according to the guidelines applicable at any given time, can be granted subject to an approved health status review
- complete application documents have been received by Euro Accident.

If the sum insured is of such amount that according to the guidelines applicable at any given time it is necessary to have a further health status review or if the insurance is to be reinsured to some extent and if such a health status review or decision of the reinsurance company shows that the insurance can be granted only with premium loadings and/or a exclusion clause, the insurance only applies when a decision concerning premium loadings and a exclusion clause respectively has been notified to the policyholder and accepted by them.

1.4.2 Mandatory insurance

The insurance agreement starts to apply on the day following the date on which the application was made to Euro Accident, unless a later date has been stated in the application documents, subject to the precondition that the insurance can be granted, in accordance with the underwriting guidelines applicable at any given time, and that complete application documents have been received.

The insurance agreement covers all employees of the policyholder in a defined group, subject to the precondition that they are entitled to join subject to an approved health status review and that they have been

notified to Euro Accident upon the entry into force of the insurance agreement.

An employed CEO, with or without collective agreement, may be included in the defined group.

The policyholder or the insured must certify that the employee is fully capable of working at the time the application is signed.

When the certification of being fully capable of working was made earlier than the entry into force of the insurance agreement referred to above, it is required that all persons who are to be covered by the insurance agreement are fully capable of working at the time the insurance agreement enters into force.

When the certification of being fully capable of working was made earlier than 30 days before the insurance agreement is to enter into force, Euro Accident may, at the date the insurance agreement is to enter into force, require a new staff report with certification of being fully capable of working.

If the sum insured is of such amount that according to the guidelines applicable at any given time it is necessary to have a further health status review or if the insurance is to be reinsured to some extent and if such a health status review or decision of the reinsurance company shows that the insurance can be granted only with premium loadings and/or a exclusion clause, the insurance only applies when a decision concerning premium loadings and a exclusion clause respectively has been notified to the policyholder and accepted by them.

New employees after the agreement has been entered into

For a new employee to join, the insurance applies as of and including the commencement of the employment, subject to the precondition that:

- the application was received no earlier than one (1) month before and no later than three (3) months after the commencement of the employment
- the insurance, according to the underwriting guidelines applicable at any given time, can be granted subject to an approved health status review
- complete application documents have been received by Euro Accident.

If the application is received later than three months counted from the commencement of the employment, the insurance applies as of and including the day following the date on which the application was made to Euro Accident subject to the precondition that the insurance, in accordance with the guidelines applicable at any given time, can be granted subject to

an approved health status review and also that complete application documents have been received by Euro Accident.

1.5 Premium

1.5.1 Premium calculation

The premium is determined when the insurance is applied for. Premiums for later premium periods are calculated for each year on the basis of the insured's age, salary, compensation level selected and/or sum insured.

1.5.2 Payment of premium

The premium shall be paid on the due date stated in the invoice or indicated in some other way. Premium notification can be made by another party on behalf of Euro Accident.

If the premium is not paid when due Euro Accident is entitled to give notice terminating the insurance. Notice of termination takes effect 14 days after the date on which it was sent by Euro Accident or another party engaged by Euro Accident. The insurance ceases to apply if the premium is not paid within that time limit.

If notice of termination has taken effect and if the delay does not relate to the first premium for the insurance, the policyholder is entitled to reinstate the insurance to its former scope if the outstanding premium amount is paid within 90 days from the date that the notice took effect.

An invoicing charge is added in the event of invoicing by post. This charge is specified in the tariff applicable at any given time, as shown on our website.

1.5.3 Premium waiver

Premium waiver is granted in respect of the time that the period of sickness lasts after the applicable qualifying period and in proportion to the level of impairment to work capacity.

If work capacity is reduced by at least 25 per cent, the insurance provides entitlement to premium waiver for as long as the work disablement lasts, though at most to the agreed retirement age, in respect of the premium agreed and actually paid for the Long-term disability - PlanSjuk, the Premium Waiver Insurance and the Survivor's Pension.

In case of Premium Waiver Insurance, the premium waiver is granted during the agreed payment of premium period applicable for the underlying pension insurance, at the longest.

1.5.4 Leave of absence and parental leave

In the case of leave of absence and parental leave, the employer may continue with the payment of premiums

for the insured. If the employer during the leave of absence or parental leave declines the payment of premiums, there is a right to following the conclusion of the leave of absence or parental leave re-enter the insurance agreement with the same insurance cover that applied prior to the leave of absence or parental leave.

For re-entry, the leave of absence or parental leave may not have lasted for a longer period than 18 months and the employee shall be fully capable of working upon re-entry. A new health status review will be requested if notice of re-entry is made later than three months after the employee having re-entered into service with the employer.

If the leave of absence or parental leave lasted for a longer period than 18 months, the employee must apply for new insurance, subject to a health status review.

1.6 Cessation of the insurance

An individual insurance applies at most up to and including the end of the month when the insured attains the agreed retirement age, although at most up to the end of the month when the insured attains the age of 67.

The insurance will cease to apply before then when:

- the insured is no longer employed by the policyholder
- the insured does not receive any income from work
- the insured has been on leave of absence or parental leave for a longer period than 18 consecutive months, see Clause 1.5.4
- the policyholder has given notice terminating the insurance agreement
- the premium is not paid when due, see Clause 1.5.2.

Euro Accident reserves the right to give notice terminating the insurance if the policyholder or the insured has grossly neglected their obligations in relation to the company or if there are other exceptional reasons for termination.

The provisions set out in Clause 4.2 apply to Premium Waiver Insurance in addition to that stated above.

1.6.1 Notice of termination

The policyholder is entitled to give notice terminating an occupational pension insurance agreement with effect at the end of the month following written notice of termination being received by Euro Accident, unless otherwise agreed.

1.6.2 Extended cover protection

If the employment ceases for some reason other than retirement and subject to the precondition that the insured has been covered by the insurance for more than six months, the insurance applies for a further 90 days from the cessation of the employment, although at most up to the end of the month when the insured attains the age of 67.

The extended cover protection, in the case of survivor's pension, ceases before then in the event of that the insured obtains other employment with occupational pension rights.

The extended cover protection, in the case of Premium Waiver Insurance, ceases before then in the event of that the insured joins a new comparable insurance.

The extended cover protection, in the case of Long-term disability – PlanSjuk, ceases before then in the event of that the insured joins a new healthcare plan or utilises the right to Continuation Insurance, see Clause 1.6.4.

1.6.3 Assignment, pledges and use as collateral

The insured is entitled to assign the occupational pension insurance within three months counted from the date of the cessation of the employment.

An assignment can be made:

- from a former employer to a new employer
- from an employer to the insured, provided that the premium continues to be paid via a sole proprietorship, partnership or limited partnership.

Occupational pension insurance may not be pledged or used as collateral.

1.6.4 Continuation Insurance

The insured is, subject to the precondition that the insured has been covered by Long-term disability – PlanSjuk for more than six months, entitled to apply for Continuation Insurance if the employment ceases before the retirement age stated in the insurance agreement, although at most up to the age of 65.

An application for Continuation Insurance is to be made within 90 days from the insurance having ceased. If the insured in some other way joins comparable insurance, the right to Continuation Insurance lapses.

Premiums for Continuation Insurance are determined on the basis of the insured's age and applicable sum insured.

The Continuation Insurance can partly have another structure and other conditions of insurance than the health insurance applicable during the term of the employment.

In the case of Premium Waiver Insurance or Survivor's Pension the insured is not entitled to apply for Continuation Insurance unless otherwise agreed.

1.7 Restrictions

1.7.1 Duty of disclosure

The policyholder or the insured is liable to upon request provide information that may be of relevance to whether the insurance is to be granted, extended or renewed. The same obligation applies in conjunction with claims handling.

It is an obligation of the policyholder or the insured to without delay give notice of the following to Euro Accident:

- information about earned income or income from active business activities
- information about changed earned income/income from active business activities
- information about new employment alternatively cessation of employment
- information about work disablement of the insured
- information about other changes that may affect the insurance cover
- in the case of Premium Waiver Insurance, the amount of the pension insurance premium for which premium waiver insurance is desired.

If the policyholder fails to give notice of the above-mentioned changes in time, they should start to apply from the date when notice was given to Euro Accident.

1.7.2 Incorrect or incomplete information

The provisions of the Insurance Contracts Act apply if any information that has been provided by the policyholder or the insured is incorrect or incomplete.

If incorrect or incomplete information has been provided, this may mean that the insurance may be declared completely or partially invalid. The insurance agreement can be declared invalid or the insurance cover may be reduced to the level and scope that would have applied considering the payments made if correct and complete information had been provided. Premium paid for previous periods will not be repaid. The provisions of Clauses 3.12 and 4.12 apply if the policyholder or the insured under Long-term disability – PlanSjuk or Premium Waiver Insurance provides incorrect information about the insured's earned income or income from active business activities or healthcare benefits, or concerning premium cost.

1.7.3 Intent and gross negligence

If the insured has by intent or gross negligence induced a loss or aggravated its consequences, the compensation may be reduced in accordance with the Insurance Contracts Act and Euro Accident be released from liability.

1.7.4 Criminal act

Compensation for work disablement may be reduced, cease or lapse completely if work disablement arose in conjunction with the insured committing or participating in a criminal act that, according to Swedish law, may lead to imprisonment. The above does not apply to Survivor's Pension.

1.7.5 Misuse

The insurance does not apply for the insured's work disablement that results from the insured's misuse of alcohol, other intoxicants, sleeping or narcotic substances or improper use of pharmaceuticals. The above does not apply to Survivor's Pension.

1.7.6 Certain communicable diseases or epidemics

The insurance does not apply for losses that completely or partially, directly or indirectly, were caused by or are a result of, or have been aggravated by an epidemic or pandemic announced by the World Health Organisation (WHO) or disease subject to the Communicable Diseases Act.

1.7.7 Force majeure

The insurance does not apply for loss that may arise if the assessment of the right to insurance, investigation of the loss or payment of compensation is delayed or made impossible owing to war, warlike event, civil war, revolution, rebellion, owing to official measure, strike, lockout, blockade or similar event or owing to a natural disaster.

1.7.8 War, warlike political unrest, armed conflict or the like in Sweden

The insurance does not apply for losses that are connected to war, warlike political unrest, armed conflict or the like in Sweden.

1.7.9 War, warlike political unrest, armed conflict or the like in countries or areas outside Sweden

The insurance does not apply for losses that are connected to war, warlike political unrest, armed conflict or the like in countries or areas outside Sweden.

However, if the insured is staying in countries or areas outside Sweden where war, warlike political unrest, armed conflict or the like breaks out during the stay, the insurance applies during the first four weeks subject to the precondition that the insured does not in

any way participate in, or report on, the war, the warlike political unrest or the armed conflict.

However, this does not apply to countries or areas to which the Swedish Ministry for Foreign Affairs (UD) advises against travel owing to war, warlike political unrest, armed conflict or the like.

1.7.10 War, terrorism and mass destruction

The insurance does not apply for losses that are connected to an act of terrorism that has been caused by the use of weapons of mass destruction in the form of biological, chemical or nuclear materia in or outside Sweden.

'Act of terrorism' means an act implemented by a person or group of persons with political, religious, ideological or similar purposes, with the aim of influencing governments or to put the general public, or parts of the general public, in danger. An act of terrorism may include, but is not limited, to the actual use of power, violence or threat of such. The perpetrators may either act individually, or on the assignment of, or in collusion with another organisation or government.

1.7.11 Nuclear processes

The insurance does not apply to sickness or accidental injury that has directly or indirectly been caused by nuclear processes.

1.8 Validity abroad

The insurance applies without restrictions in respect of the length of the stay abroad, provided that the insured continues to be entitled to compensation from a Swedish social insurance agency and is employed by the policyholder.

Nor is there any limitation on the length of the stay abroad provided the insured is:

- in foreign service with the Swedish state, a Swedish company or a Swedish NGO
- in service with a foreign company with a permanent link to Sweden
- in service with an international organisation with a permanent link to Sweden.

Clause 1.8.1 shall apply in the event of a stay abroad during a period of sickness.

1.8.1 Staying abroad during a period of sickness

If the insured leaves Sweden during an ongoing period of sickness, the insurance only affords a right to compensation for work disablement to the extent and for the period in respect of which it is possible to assess the continued work disablement on the basis of a medical examination by a physician assigned by Euro Accident, conducted prior to departure. Euro Accident

is entitled to request that the insured attends for a medical examination in Sweden if Euro Accident considers that this is necessary for Euro Accident's assessment of the continuation of compensation in respect of an ongoing claim.

1.9 General guidelines

1.9.1 Action for payment

An insurance loss shall be reported to Euro Accident as soon as possible.

Forms can be obtained from Euro Accident or the insurance intermediary representing the insured group.

If Euro Accident so requests, consent shall be granted for Euro Accident or the companies that Euro Accident engages for medical risk assessment or claims handling, in order to assess Euro Accident's liability, gather information, records, certificates etc. from a physician or other medical staff, hospital or other medical establishment, the Social Insurance Agency or other insurance establishment.

Long-term disability - PlanSjuk and Premium Waiver Insurance

In the case of Long-term disability - PlanSjuk and Premium Waiver Insurance, the application must be made as soon as possible after the commencement of the period of sickness. When giving notice a medical certificate must be attached. This certificate must certify the insured's work disablement.

If the Social Insurance Agency has decided to grant, amend or withdraw the insured's right to activity compensation, sickness compensation or temporary sickness compensation, such decision shall be immediately forwarded to Euro Accident.

A precondition for the right to compensation is that the insured during the period of sickness is continuously under the supervision of a physician, observes the physician's directions and complies with Euro Accident's instructions issued in conjunction with a physician.

In order to establish the right to compensation Euro Accident may request that the insured attends for an examination at a specially assigned physician in Sweden.

If the payment relates to Premium Waiver Insurance it can only be made directly to such nominated insurer as grants pension insurance and subject to the precondition that the insurance agreement in question with the insurer relates to retirement or survivor's pension according to tax category P and also provided it is the same person insured as the premium waiver payment relates to.

Survivor's Pension

Those documents and other information that Euro Accident considers to be relevant to the assessment of the right to compensation shall be obtained and submitted without cost for Euro Accident.

If it is not possible for Euro Accident to be aware that the death has occurred, a representative of the estate of the deceased must notify the death to Euro Accident, which will provide forms for giving notice of death.

Beneficiaries shall verify their right to benefits by a Death Certificate and Investigation Concerning Relatives from the Swedish Tax Agency. Euro Accident is entitled to request a provision of supplementary information, such as copies of estate inventories, in order to verify the right to a benefit.

1.9.2 Time of payment and provisions concerning interest

After a right to compensation has arisen, and when the insured, or for Survivor's Pension, the person who requests a payment has taken the action prescribed to receive payment and also presented the investigation that may reasonably be requested to determine Euro Accident's payment obligation, payment shall be made, or in those cases involving periodic payments shall commence, within one month thereafter.

If payment is made later, interest for delay shall be paid to the insured, or in the case of Survivor's Pension the person who requests payment, according to the Interest Act. Euro Accident is not liable beyond this for any loss that may arise if the investigation in respect of claims results in a delay in payment.

Interest for delay is not paid if the delay results from circumstances as referred to in Clause 1.7.7.

Premium Waiver Insurance

Euro Accident is only responsible for compensation being paid under the insurance agreement. Euro Accident is never responsible for any exchange loss owing to incorrect or delay in providing information of relevance to the payment of the compensation amount.

1.9.3 Time limits

A party who wishes to make a claim for insurance compensation or other insurance cover must institute proceedings against Euro Accident within ten years of the time when the circumstance arose that, according to the insurance agreement, would afford an entitlement to such cover or compensation. Otherwise the right to compensation or other insurance cover lapses.

If a claim has been presented within this period, the time limit for the institution of proceedings is always

six months from when Euro Accident has declared that the company has adopted a final position on the claim.

1.10 Processing of personal data

As a Controller, Euro Accident processes personal data to be able to offer and provide the insurance and services on which we have agreed and for other purposes such as, for example, compliance with laws and other rules. Further detailed information about the processing of personal data is available from Euro Accident's Integrity Policy available at euroaccident.se or by contacting Euro Accident.

Our Integrity Policy not only includes information about how Euro Accident collects and uses your personal data, but also information about your rights in conjunction with the processing of personal data, such as the right to information, rectification, data portability, right to be forgotten and to object, etc.

1.11 Loss notification register

Euro Accident is entitled to register losses reported that were incurred under this insurance in a joint loss notification register (GSR) of the insurance industry. The register is only used in conjunction with claims handling.

The personal data controller for GSR is:

Försäkringsförbundet (Svensk försäkring – Insurance Sweden)
Box 24043
SE-104 50 Stockholm
Telephone: +46 (0)8-522 785 00
Visiting address: Karlavägen 108, Stockholm.
Website: svenskforsakring.se

1.12 Consideration of decision in an insurance matter

If the insured is not satisfied with Euro Accident's decision on an insurance matter, a request shall be made in the first instance to Euro Accident to have the matter reconsidered. The request shall be sent to the administrative officer who made the decision in the matter or to the administrative officer's immediate superior.

Euro Accident has also appointed a Complaints Officer to whom the insured can refer for assistance and an independent review of its matter. Contact details for the Complaints Officer are available on Euro Accident's website euroaccident.se.

Euro Accident's Review Committee

A final decision in an insurance matter can be considered by Euro Accident's Review Committee. The committee comprises one external expert with extensive experience from the personal injury area, one lawyer and Euro Accident's claims and risk assessment manager.

If the insured is nevertheless not satisfied, the insured can refer to:

Allmänna Reklamationsnämnden (The Swedish National Board for Consumer Disputes) (ARN)
Box 174, SE-101 23 Stockholm. Telephone +46 (0)8-508 860 00
Visiting address: Teknologgatan 8 C, Stockholm
Website: arn.se

ARN does not consider matters concerning medical issues, where special medical knowledge is required. Such matters are instead considered by:

The Board for Insurance of Persons
Box 24067
SE-104 50 Stockholm
Telephone: +46 (0)8-522 787 20
Visiting address: Karlavägen 108, Stockholm
Website: forsakringsnamnder.se/PFN

For advice without charge contact:

Konsumenternas försäkringsbyrå (The Swedish Consumers' Insurance Bureau) (KFB)
Box 24215
SE-104 51 Stockholm
Telephone: +46 (0)200-22 58 00
Visiting address: Karlavägen 108, Stockholm
Website: bankforsakring.konsumenternas.se

Disputes resulting from the insurance agreement are to be considered by a Swedish court, in the first instance at a district court, applying Swedish law. Costs for a legal representative are not paid by the insurance.

2 Explanation of terms

Beneficiary

The person who, via a nomination of beneficiary contained in these insurance conditions or through a separate nomination of beneficiary, receives payment of the sum insured from insurance upon the death of an insured.

Business operator

Limited company:

- Shareholders who either themselves or together with a husband/wife, registered partner, parent or children, own at least one third or more of the shares in the company.
- The husband/wife, registered partner of the business operator active in the company
- The husband/wife or registered partner of a business operator active in the company, with or without their own shareholding, is counted as business operator.
- Children of a business operator are counted as business operators if they own at least one share.
- Siblings cannot aggregate their shares.

How the shareholdings of a business operator are aggregated:

Aggregate the shareholder's portion of the shares with shares that are owned by a husband or wife, registered partner, parent or a child active in the company. If the total amounts to at least one third, such person is regarded as a business operator.

Part-owners of limited companies that own less than one third of the shares are regarded as an employee.

Partnership:

- Partner
- Partners' husband/wife, registered partner.

Limited partnership:

- General partner
- General partners' husband/wife, registered partner.

Other forms of company:

- All owners

Employee

'Employee' means a permanent (indefinite-term) employee who is not counted as a business operator, see above. Probationary employment is dealt with as permanent employment if it is intended that it should

transfer to permanent employment. The employee may upon application not be on leave of absence or parental leave. The income should be fixed and Euro Accident as a rule disregards overtime compensation and similar remuneration if this is not paid regularly.

It is possible for an employee engaged by the hour to request an exemption to be able to apply for insurance depending on the nature of the employment and other circumstances.

Fully capable of working

'Fully capable of working' means that your normal work can be performed without restriction and that sick pay from the employer or compensation from the Social Insurance Agency is not being paid.

'Compensation from the Social Insurance Agency' means sickness or rehabilitation benefit, activity compensation, sickness compensation or other compensation owing to work disablement.

In order to be fully capable of working it is also required that no occupational injury annuity is being paid or that wage subsidy employment, dormant activity compensation, sickness compensation or corresponding compensation has not been granted.

The 'Social Insurance Agency' and 'compensation' also mean the corresponding in the Nordic countries.

Group eligible for insurance

A defined group of persons who according to agreement are entitled to apply for or join insurance.

Insurance agreement

The agreement applicable for each individual insurance. The scope of the insurance agreement is stated in the application documents for the insurance, agreement, the insurer's underwriting guidelines, the insurance conditions, the Insurance Contracts Act (2005:104) and Swedish law in general.

Income from work

'Income from work' means earned income and income from active business activities as follows:

- Fixed pay including holiday supplement (monthly pay x 12.2)
- Benefits in kind in the form of completely free food or housing, valued in accordance with the tax agency's rules
- Commission, bonuses and the like, including holiday supplement

- Compensation for regular shift work, staggered working hours, on-duty time or standby work, including holiday supplement
- Car benefit, subject to the precondition that the employer certify that the car benefit will be withdrawn in the event of long-term sick leave.

Insured

The person in respect of whose life or health an insurance applies.

Mandatory insurance

Insurance where all employees in a defined group are, according to the agreed requirements for joining, affiliated by measures taken by the employer.

Policyholder

Policyholder and similarly owner of all occupational pension insurance is an employer or a natural person with an income from sole proprietorship, partnership or limited partnership that enters into an insurance agreement with the insurer.

Price base amount

The price base amount is an amount calculated on the basis of the changes to general price levels in accordance with the provisions of the Social Insurance Code (SFS 2010:110). These calculations are made on the basis of the changes to the consumer price index and fixed for the entire calendar year.

Voluntary insurance

Employers apply for insurance for individuals through a separate application.

Work disablement

'Work disablement' means that the work capacity of the insured has been eliminated or impaired owing to sickness or accidental injury. Euro Accident's assessment will normally follow the rules for national insurance and the decision of the Social Insurance Agency on the right to sickness or rehabilitation benefit, activity compensation, sickness compensation or other compensation owing to work disablement. Periods with sick pay are also regarded as work disablement. The impairment is assessed, unless otherwise stated, in accordance with Chapter 7, Section 3 of the National Insurance Act. In order to establish the right to compensation Euro Accident may request that the insured attends for an examination at a specially assigned physician.

3 Long-term disability - PlanSjuk

3.1 Scope

Long-term disability - PlanSjuk will pay continuous compensation in the case of work disablement following the stipulated qualifying periods shown in the insurance agreement.

3.1.1 Health and work environment screening

In the case of companies with at least 20 employees, the insurance reimburses the cost of implementation of one (1) health and work environment screening per insured.

The insurance covers, for those insured, a health and work environment screening comprising:

- a web questionnaire with questions concerning health, lifestyle and motivation. It also contains questions regarding the insured's work situation, working group, manager and physical work environment
- a web-based feedback concerning the insured's health.

The health and work environment screening provides the insured's manager:

- the possibility of identifying the persons insured within a 'healthy group' and 'risk group'
- a web-based survey at department or group level in order to be able to prioritise the correct initiatives for various groups within the organisation.

Health and work environment screening shall be implemented for all persons insured on one and the same occasion. It is offered free of charge once per company and term of insurance, but can be bought in addition for a follow-up.

A precondition for a right to compensation is that the company contacts Euro Accident and that the health and work environment screening is implemented by Euro Accident, or by such company that Euro Accident cooperates with at any given time for the implementation of this task.

3.1.2 Rehabilitation insurance ComeBack with Counselling Support

Rehabilitation insurance ComeBack with Counselling Support contains the following:

- Counselling Support
- Survey of needs for measures
- Preparation of a plan of action

- Coordination and follow-up
- Measures
- Evaluation and concluding report

The complete conditions are attached at the end of these conditions.

3.2 Right to compensation

A right to receive compensation applies if the insured owing to sickness or accidental injury becomes totally work disabled or has their work capacity reduced by at least 25 per cent, for the time that the period of sickness lasts beyond the qualifying period. 'Period of sickness' means the time that the work disablement lasts without interruption during the term of the insurance.

An impairment of work capacity by at least 25 per cent affords a right to compensation with such a proportion of the sum insured as corresponds to the impairment of work capacity.

A precondition for a right to compensation is that the insured during the period of sickness is continuously under the supervision of a physician, observes the physician's directions and complies with the rehabilitation plan determined by the employer or by the rehabilitation manager appointed by Euro Accident.

To be entitled to compensation the premium for Long-term disability -PlanSjuk must have been paid on the date of the loss and during the qualifying period.

3.3 Assessment of work capacity

That the Social Insurance Agency has granted or rejected the insured sickness benefit, rehabilitation benefit, activity compensation or sickness compensation is an important though not decisive circumstance for Euro Accident's assessment in respect of the issue of compensation.

Euro Accident will assess the scope of the work disablement on the basis of the reduction to work capacity that may be deemed to have been caused by objectively determinable symptoms and disability. When making this assessment Euro Accident will take into account whether the insured is capable of working.

Euro Accident does not consider that there is a work disablement if the insured can perform some kind of work that may be requested of the insured considering their age, previous education and activity, retraining or other similar measure and residential situation.

3.4 Second opinion – further assessment

The insurance will compensate necessary and reasonable costs for a second medical opinion by a consultant physician in Sweden when the insured has been diagnosed with a life-threatening or particularly serious sickness.

3.5 Restrictions

The right to compensation only applies for periods after the insured's 16th birthday and periods before the end of the month in which the insured attains the age of 67, unless otherwise agreed. The compensation may be limited in time within the said limits.

If the insured is work disabled after the age of 65 the compensation may be limited in accordance with the applicable rules and assessment of the Social Insurance Agency.

The right to compensation always ceases upon attaining the agreed retirement age.

3.6 Qualifying period

'Qualifying period' is the time that the period of sickness must endure before the right to compensation arises. 'Period of sickness' means the time that the work disablement lasts without interruption during the term of the insurance. The insurance documents indicate the qualifying period applicable for the insurance agreement.

A fixed qualifying period applies when the insured's work disablement, according to the assessment of Euro Accident, has been temporarily impaired.

A variable qualifying period (R-qualifying period) applies after the period of sickness that endured until Euro Accident considers that the work disablement of the insured has been permanently impaired owing to sickness or accidental injury. However, the qualifying period can never be shorter than 90 days counted from the first day of the period of sickness.

3.6.1 Recurrent work disablement

Recurrence of sickness within twelve months with the same complaints

If the insured once again becomes work disabled by at least 25 per cent for longer than 14 consecutive days within twelve months counted from the end of the preceding period of sickness, and where the complaints are considered to be connected to the earlier period of work disablement, the new period shall be regarded as a recurrence of sickness. As the new period of work disablement arose within twelve months, it is regarded as being the same loss as the earlier one and no new qualifying period will apply. If the insured's compensation amount has changed

between these periods of work disablement, the new period will be settled on the basis of the latest revised sum insured.

Recurrence of sickness within twelve months with new complaints

If the insured once again becomes work disabled by at least 25 per cent for longer than 14 consecutive days within twelve months counted from the end of the preceding period of sickness, and where the complaints are not considered to be connected to the earlier period of work disablement, the new period shall be regarded as a new loss occurrence. As the new period of work disablement arose within twelve months the insured may be entitled to a reduction of qualifying period, see Clause 3.6.2. If the insured's compensation amount has changed between these periods of work disablement, the new period will be settled on the basis of the latest revised sum insured.

New work disablement after twelve months

If the insured once again becomes work disabled by at least 25 per cent later than twelve months counted from the end of the preceding period of sickness, the new period shall be regarded as a new loss occurrence. In that case a new qualifying period of 90 days applies for the new period.

3.6.2 Reduction of qualifying period

If a new period of work disablement, longer than 14 consecutive days, arises within twelve months counted from the end of the preceding period of work disablement the insured may be entitled to a reduction of the qualifying period.

This is calculated on the basis of the first day of the new period of work disablement and twelve months back. The reduction of qualifying period is all days of work disablement longer than 14 days within these twelve months.

3.7 Qualifying period – special diagnoses

A qualifying period according to this clause only refers to the following professional groups:

- maritime, fishing
- heavy industry (steel, metal, pulp, saw mills, slaughterhouses and mines)
- public sector activity
- healthcare
- premises care.

If the work disablement results from:

- back, joint or muscular complaints that cannot be shown to have been caused by an accident
- fibromyalgia
- chronic conditions of pain,

for payments to be made under the insurance it is required that the insurance has been in force without interruption with Euro Accident or with another insurer for at least 24 months before the sickness occurred. It is also required that the insured during this consecutive period of 24 months has not become ill with any of the above-mentioned sicknesses or complaints.

If the insured became ill with any of the above sicknesses or complaints during the first 24 months, it is required that the insured has been free of complaint for more than 36 months after the last occasion of sickness for any payment to be made.

There is thereafter no limitation to the right to compensation in the case of impaired work capacity as referred to above.

3.8 Compensation levels

The insurance statement states the compensation level applicable for the insured.

A reported earned income and income from active business activities constitutes the basis for the determination of the sum insured which will be paid as a result of work disablement owing to sickness or accidental injury.

The following tables indicate how the sums insured are calculated for the respective disability insurance.

Occupational pensions for salaried employees in the private sector - sickness (ITP-sjuk)			
	0-8 price base amounts	8 price base amounts - 20 income base amounts	20-30 income base amounts
3 mon	10 %	65 %	32.5 %
12 mon	0 %	65 %	32.5 %
	0-7.5 price base amounts	7.5 price base amounts - 20 income base amounts	20-30 income base amounts
Variable	15 %	65 %	32.5 %

Supplementary occupational pensions for salaried employees in the private sector (ITP-komplettering)			
	0-8 price base amounts	8 price base amounts - 20 income base amounts	20-30 income base amounts
3 mon	0 %	25 %	37.5 %
12 mon	10 %	25 %	3,5 &
	0-7.5 price base amounts	7.5 price base amounts - 20 income base amounts	20-30 income base amounts
Variable	10 %	25 %	37.5 %

Max sickness (Max-sjuk)			
	0-8 price base amounts	8 price base amounts - 20 income base amounts	20-30 income base amounts
3 mon	10 %	90 %	70 %
12 mon	10 %	90 %	70 %
	0-7.5 price base amounts	7.5 price base amounts - 20 income base amounts	20-30 income base amounts
Variable	25 %	90 %	70 %

Consolidation sickness (Kons-sjuk) for business operators			
	0-8 price base amounts	8 price base amounts - 20 income base amounts	20-30 income base amounts
3 mon	28 %	90 %	70 %
12 mon	28 %	90 %	70 %
	0-7.5 price base amounts	7.5 price base amounts - 20 income base amounts	20-30 income base amounts
Variable	43 %	90 %	70 %

3.9 Increase of sum insured

The right to make an increase in respect of mandatory and voluntary Long-term disability - PlanSjuk may vary during the term of the insurance agreement.

A precondition for a right to increase the sum insured is that the insured is fully capable of working at the time of the increase. The sum insured may not be increased during an ongoing qualifying period or period of sickness.

An increase of the sum insured applies as of the date stated in the application documents, subject to the precondition that:

- these documents have been received within three months, counted from the entry into force of the increase
- the increase, according to the guidelines applicable at any given time, can be granted subject to an approved health status review
- complete application documents have been received by Euro Accident
- the increase is covered by the agreed right to make an increase
- the insurance has been in force for at least one year. This applies to the main part-owners and business operators.

The sum insured can be increased during a 12-month period according to the agreed right to make an increase. An unutilised increase cannot be saved for the following period.

If the sum insured following an increase of such amount that according to the guidelines applicable at any given time it is necessary to have a further health status review or if the insurance has to be reinsured to some extent and if such a health status review or the decision of the reinsurance company shows that the insurance can be granted only with premium loadings and/or a condition, the increase only applies when a decision concerning premium loadings and any condition respectively has been notified to the policyholder and accepted by them.

3.10 Index supplement

The compensation amount is indexed as of January, with the same percentage rate as the price base amount has changed since January the preceding year, although at most by ten per cent. The price base amount for the calendar year in question compared with the price base amount for the preceding year forms the basis for such increase.

3.11 Aggregations of periods of sickness

If a new period of sickness commences within twelve months after the end of a period of sickness, which in its turn lasts for a longer period than twelve months, the rules on index supplements shall apply as if the two periods of sickness have endured for an uninterrupted period.

3.12 Overinsurance

Health insurance aims to compensate the loss of earned income or income from active business activities in the event of work disablement. 'Overinsurance' means that the insured's aggregate healthcare benefits in relation to the income is greater than what Euro Accident would at any given time grant when applying for new insurance considering the insured's income and healthcare benefits. Sick pay, sickness benefit, activity and sickness compensation under the National Insurance Act together with compensation from other health insurance or other similar compensation are counted as healthcare benefits.

If it transpires during the term of the insurance that the insured is overinsured, Euro Accident is entitled to reduce the sum insured in order to avoid overinsurance. The sum insured can also be reduced during an ongoing period of sickness.

A decision on reduction of the sum insured applies as of and including the date when Euro Accident sent notice of the decision.

If the sum insured is reduced, the premium will be adapted to the new sum insured at the same time that the decision for a reduction started to apply. Premiums that have been paid during the term of the insurance will not be repaid.

The policyholder is liable to repay excess compensation received.

3.13 Validity abroad

See Clause 1.8 regarding validity abroad.

4 Premium Waiver Insurance

4.1 Scope

'Premium Waiver Insurance' means that if the work capacity of the insured is impaired by at least 25 per cent Euro Accident will make continuous premium payments to pension insurance, regarding age pension and survivor's pension, following the stipulated qualifying periods shown in the insurance agreement.

If the regular payments of premium to the pension insurance ceases, the Premium Waiver Insurance also ceases.

4.1.1 Counselling Support

This service is included when the insured is in need of counselling support.

Counselling Support is included free of charge for all insured persons and covers consultations by telephone or visits concerning psycho-social, financial, legal or lifestyle-related issues. Manager support and support by a HR consultant are also included.

Counselling Support is open around the clock seven days a week. A trained social worker or crisis manager will take the call and put the insured into contact with the right competency.

In the event of an acute personal crisis it is possible to get in contact with a psychologist around the clock seven days a week.

Total confidentiality applies regarding the insured in relation to their employer.

The following is included in Counselling Support:

- telephone consultations with or visits to a registered psychologist or behaviourist up to five occasions
- telephone consultations with or visits concerning manager support up to five occasions
- telephone consultations on issues relating to practical or strategic HR work up to three occasions
- consultations by telephone or visits to a financial advisor or lawyer up to three occasions
- telephone consultations with a health coach on lifestyle-related issues up to three occasions.

It is possible to combine, for example, two consultations with a psychologist, one consultation with a lawyer and one consultation with a financial advisor. Counselling Support covers at most five consultations per calendar year in the same matter and at most five consultations regardless of whether

the insured has more than one insurance where Counselling Support is included.

4.2 Right to premium waiver payment

A right to receive premium waiver payment applies if the insured owing to sickness or accidental injury becomes totally work disabled or has their work capacity reduced by at least 25 per cent, for the time that the period of sickness lasts beyond the qualifying period. 'Period of sickness' means the time that the work disablement lasts without interruption during the term of the insurance.

An impairment of work capacity by at least 25 per cent affords a right to premium waiver payment with such a proportion of the sum insured as corresponds to the impairment of work capacity.

It is a precondition for the payment of Premium Waiver Insurance that there is an underlying pension insurance agreement in force with ongoing, regular payments of premium. The premium to the pension insurance must amount at least to the sum insured and the agreed premium for the pension insurance must have been paid.

The premium waiver payments cease when the insured no longer has reduced work capacity of at least 25 per cent.

A precondition for a right to premium waiver is that the insured during the period of sickness is continuously under the supervision of a physician, observes the physician's directions and complies with the rehabilitation plan determined by the employer or by the rehabilitation manager appointed by Euro Accident.

4.3 Assessment of work capacity

That the Social Insurance Agency has granted or rejected the insured sickness benefit, rehabilitation benefit, activity compensation or sickness compensation is an important though not decisive circumstance for Euro Accident's assessment in respect of the issue of compensation.

Euro Accident will assess the scope of the work disablement on the basis of the reduction to work capacity that may be deemed to have been caused by objectively determinable symptoms and disability. When making this assessment Euro Accident will take into account whether the insured is capable of working.

Euro Accident does not consider that there is a work disablement if the insured can perform some kind of work that may be requested of the insured considering their age, previous education and activity, retraining or other similar measure and residential situation.

4.4 Second opinion – further assessment

The insurance will compensate necessary and reasonable costs for a second medical opinion by a consultant physician in Sweden when the insured has been diagnosed with a life-threatening or particularly serious sickness.

4.5 Restrictions

The right to premium waiver payments only applies for periods after the insured's 16th birthday and periods before the end of the month in which the insured attains the age of 67, unless otherwise agreed. The premium waiver payments may be limited in time within the said limits.

If the insured is work disabled after the age of 65 the compensation may be limited in accordance with the applicable rules and assessment of the Social Insurance Agency.

The right to premium waiver payments always ceases upon the agreed retirement age for the pension insurance to which the premium waiver refers, in the event of death or when the payment of retirement pension has commenced from the pension insurance insured for premium waiver.

4.6 Qualifying period

'Qualifying period' is the time that the period of sickness must endure before the right to compensation arises. 'Period of sickness' means the time that the work disablement lasts without interruption during the term of the insurance. The insurance documents indicate the qualifying period applicable for the insurance agreement.

A fixed qualifying period applies when the insured's work disablement, according to the assessment of Euro Accident, has been temporarily impaired.

A variable qualifying period (R-qualifying period) applies after the period of sickness that endured until Euro Accident considers that the work disablement of the insured has been permanently impaired owing to sickness or accidental injury. However, the qualifying period can never be shorter than 90 days counted from the first day of the period of sickness.

4.6.1 Recurrent work disablement

Recurrence of sickness within twelve months with the same complaints

If the insured once again becomes work disabled by at least 25 per cent for longer than 14 consecutive days within twelve months counted from the end of the preceding period of sickness, and where the complaints are considered to be connected to the earlier period of work disablement, the new period shall be regarded as a recurrence of sickness. As the new period of work disablement arose within twelve months, it is regarded as being the same loss as the earlier one and no new qualifying period will apply. If the insured's compensation amount has changed between these periods of work disablement, the new period will be settled on the basis of the latest revised sum insured.

Recurrence of sickness within twelve months with new complaints

If the insured once again becomes work disabled by at least 25 per cent for longer than 14 consecutive days within twelve months counted from the end of the preceding period of sickness, and where the complaints are not considered to be connected to the earlier period of work disablement, the new period shall be regarded as a new loss occurrence. As the new period of work disablement arose within twelve months the insured may be entitled to a reduction of the qualifying period, see Clause 4.6.2. If the insured's compensation amount has changed between these periods of work disablement, the new period will be settled on the basis of the latest revised sum insured.

New work disablement after twelve months

If the insured once again becomes work disabled by at least 25 per cent later than twelve months counted from the end of the preceding period of sickness, the new period shall be regarded as a new loss occurrence. In that case a new qualifying period of 90 days applies for the new period.

4.6.2 Reduction of qualifying period

If a new period of work disablement, longer than 14 consecutive days, arises within twelve months counted from the end of the preceding period of work disablement the insured may be entitled to a reduction of the qualifying period.

This is calculated on the basis of the first day of the new period of work disablement and twelve months back. The reduction of qualifying period is all days of work disablement longer than 14 days within these twelve months.

4.7 Qualifying period – special diagnoses

A qualifying period according to this clause only refers to the following professional groups:

- maritime, fishing
- heavy industry (steel, metal, pulp, saw mills, slaughterhouses and mines)
- public sector activity
- healthcare
- premises care.

If the work disablement results from:

- back, joint or muscular complaints that cannot be shown to have been caused by an accident
- fibromyalgia
- chronic conditions of pain,

for payments to be made under the insurance it is required that the insurance has been in force without interruption with Euro Accident or with another insurer for at least 24 months before the sickness occurred. It is also required that the insured during this consecutive period of 24 months has not become ill with any of the above-mentioned sicknesses or complaints.

If the insured became ill with any of the above sicknesses or complaints during the first 24 months, it is required that the insured has been free of complaint for more than 36 months after the last occasion of sickness for any payment to be made.

There is thereafter no limitation to the right to compensation in the case of impaired work capacity as referred to above.

4.8 Sum insured

A reported pension premium constitutes the basis for the determination of the sum insured which will be paid as a result of work disablement owing to sickness or accidental injury, subject to the precondition that this does not exceed the agreed and actual premium paid for the pension insurance to which the premium waiver refers.

The recipient of sum insured that becomes payable is the insurer that provided capital growth pension insurance of tax category P in respect of which the insured is covered.

4.9 Increase of sum insured

The right to make an increase in respect of Premium Waiver Insurance may vary during the term of the insurance agreement.

A precondition for a right to increase the sum insured is that the insured is fully capable of working at the

time of the increase. The sum insured may not be increased during an ongoing qualifying period or period of sickness.

An increase of the sum insured applies as of the date stated in the application documents, subject to the precondition that:

- these documents have been received within three months, counted from the entry into force of the increase
- the increase, according to the guidelines applicable at any given time, can be granted subject to an approved health status review
- complete application documents have been received by Euro Accident.

If the sum insured following an increase is of such scope that it is, according to the guidelines applicable at any given time, necessary to have a further health status review or if the insurance is to be reinsured to some extent and if such a health status review or the decision of the reinsurance company shows that the insurance can be granted only with premium loadings and/or a condition, the increase only applies when a decision concerning premium loadings and any condition respectively has been notified to the policyholder and accepted by them.

If the employer wishes to change the applicable pension policy and the change results in an increase of the employer's commitment for premium waiver or if the change affects the premium waiver insurance component in some other way, an application shall be made to Euro Accident regarding the change before the insurance also covers such revised commitment. If the introduction of a new pension policy leads to an increase of the sum insured, a certification of being fully capable of working is required.

4.10 Index supplement

The compensation amount is indexed as of January, with the same percentage rate as the price base amount has changed since January the preceding year, although at most by ten per cent. The price base amount for the calendar year in question compared with the price base amount for the preceding year forms the basis for such increase.

4.11 Aggregations of periods of sickness

If a new period of sickness commences within twelve months after the end of a period of sickness, which in its turn lasts for a longer period than twelve months, the rules on index supplements shall apply as if the two periods of sickness have endured for an uninterrupted period.

4.12 Overinsurance

Premium Waiver Insurance aims to compensate the policyholder's premium costs for pension insurance in respect of retirement and survivor's pension in the event of the insured's work disablement.

'Overinsurance' means that the premium waiver payment exceeds the premium that has been agreed or actually paid to the pension insurance to which the Premium Waiver Insurance refers.

If it transpires during the term of the insurance that the insured is overinsured, Euro Accident is entitled to reduce the sum insured in order to avoid overinsurance. The sum insured can also be reduced during an ongoing period of sickness.

A decision on reduction of the sum insured applies as of and including the date when Euro Accident sent notice of the decision.

If the sum insured is reduced, the premium will be adapted to the new sum insured at the same time that the decision for a reduction started to apply. Premiums that have been paid during the term of the insurance will not be repaid.

The policyholder is liable to repay excess compensation received.

4.13 Validity abroad

See Clause 1.8 regarding validity abroad.

5 Survivor's Pension

5.1 Scope

Survivor's Pension is paid during a period of at least five years in the case of death that occurs before the agreed retirement age or at the latest on attaining the age of 67.

At the time of payment upon the occurrence of a death, the payment term may be changed in those cases where the beneficiaries agree on such a change. The payment term may, however, never be shorter than five or longer than 20 years. The payment term cannot be changed in the event that payments have commenced.

Payment of the sum insured is to be made monthly in arrears.

Payment in the case of death cannot be postponed.

5.2 Right to compensation

If the insured dies during the term of the insurance the sum insured will be paid out during the agreed payment period. The amount of the sum is stated in the insurance agreement.

The sum insured will be paid upon death to the beneficiary nominated.

5.3 Beneficiary

A beneficiary is the person to whom the sum insured is to be paid out upon the death of the insured. Only the insured can change who is to be beneficiary.

5.3.1 General nomination of beneficiary

The beneficiaries are, unless a special nomination of beneficiary has been submitted, as shown in the order stated below:

- a) the insured's husband/wife, registered partner or cohabitee
- b) if there is no beneficiary as referred to in a), the insured's children of the first generation who are entitled to inherit. If there are several children who are beneficiaries, the sum insured is shared in equal proportions between the children.

The definitions below refer to the insured's situation upon the insured's death:

'Husband/wife' means the person with whom the insured was married. A nomination for the benefit of a husband/wife ceases to apply when an application for divorce has been received by a court.

'Registered partner' means the person with whom the insured was a registered partner. A nomination for the benefit of a registered partner ceases to apply when an application for dissolution of partnership has been received by a court.

Insured's 'cohabitee' means the person with whom the insured cohabited subject to the precondition that neither of them was married or a registered partner and that they cohabited in such a way as is covered by the Cohabitees Act (2003:376).

'Child/children' means the insured's children who according to law have a right to inherit from the insured, whether they are born within or out of marriage.

5.3.2 Special nomination of beneficiary

The insured must complete a standard form regarding special nomination of beneficiary to give notice of any other nomination of beneficiary than the generally applicable nomination.

Forms can be obtained from Euro Accident or the insurance intermediary representing the policyholder.

Subject to the provisions of the Income Taxes Act (1999:1229), such a nomination may only cover the following persons:

- a) husband/wife, registered partner or former husband/wife, registered partner
- b) cohabitee or former cohabitee
- c) child of the first generation who is entitled to inherit, stepchild or foster child of the insured or of any of the persons under a) or b).

Any former husband/wife, registered partner, former cohabitee, stepchild or foster child shall be specified by name and personal identity number. Others do not need to be specified by name and personal identity number. The definitions have the same meaning as stated under Clause 5.3.1.

If several children are beneficiaries, the sum insured will be shared in equal proportions between them, unless some other share is stated in the nomination.

A nomination of beneficiary can be combined with conditions that the amount that passes to the beneficiary is to be the separate property (enskilda egendom) of the beneficiary.

A special nomination of beneficiary applies for as long as the insurance is in force or until such time as it is revoked or amended. A nomination of beneficiary may, however, be made irrevocable and cannot then be

revoked or amended without the consent of the beneficiary.

A nomination of beneficiary cannot be changed by will.

A special nomination of beneficiary lapses upon a change of insurance company.

5.3.3 Declination

If a beneficiary has died, or completely or partially declines their right, the/those person(s) who according to the nomination would be next entitled will take the place of the party who has declined. A declination must be made before the death benefit is paid to the beneficiary.

5.4 Sum insured

The sum insured shall be stated as fixed amount in SEK.

5.5 Index supplement

The compensation amount is indexed as of January, with the same percentage rate as the price base amount has changed since January the preceding year, although at most by ten per cent. The price base amount for the calendar year in question compared with the price base amount for the preceding year forms the basis for such increase.

5.6 Option right

For an employee who before their 60th birthday enters into marriage or registered partnership, enters into cohabitation or has a child, the employee shall within twelve months from such event be entitled to apply for the insurance, alternatively change the sum insured, subject to a certification of being fully capable of working.

The insured is personally responsible for giving notice of a new family situation to Euro Accident.

5.7 Leave of absence and parental leave

In the case of leave of absence and parental leave, the employer may continue with the payment of premiums for the insured. If the employer during the leave of absence or parental leave ceases to pay premiums then, following the conclusion of the leave of absence or parental leave, there is an entitlement to re-enter the insurance agreement with the same insurance cover that applied prior to the leave of absence or parental leave.

For re-entry it is required that the leave of absence or parental leave has not lasted for a longer period than 18 months and that the employee is fully capable of working upon re-entry. A new health status review will be required if notice of re-entry is made later than three months after the employee having re-entered into service with the employer.

If the leave of absence or parental leave lasted for a longer period than 18 months, the employee must apply for new insurance, subject to a health status review.

5.8 Validity abroad

See Clause 1.8 regarding validity abroad.



Rehabiliteringsförsäkring ComeBack med Samtalsstöd

Villkor och generella teckningsregler
2019

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1 Allmänna villkor

1.1 Inledning

Försäkringsvillkoret innehåller information om försäkringens innehåll, anslutningskrav, ikraftträdande, upphörande och premiebestämmelser.

Försäkringsbeskedet innehåller information om tecknade försäkringsprodukter.

Försäkringsvillkoret är indelat i:

- Allmänna villkor inklusive generella teckningsregler
- Förklarande ord
- Produktvillkor

1.1.1 Försäkringsgivare

Försäkringsgivare för samtliga försäkringsprodukter är Euro Accident Livförsäkring AB, nedan kallat Euro Accident.

Försäkringsgivaren är det försäkringsbolag som ingått försäkringsavtalet och därmed bär försäkringsrisken.

Styrelsens säte: Danderyd

Adress: Svärdvägen 3 a

S-182 33 DANDERYD

1.2 Gruppavtalet

Till grund för gruppörsäkringen ligger ett avtal, gruppavtal. Gruppavtalet ingås mellan försäkringsgivaren och företrädare för gruppen. En förutsättning för den enskilda försäkringens giltighet är att gruppavtalet består.

Bestämmelser i gruppavtalet har företrädare framför bestämmelser i försäkringsvillkoren.

1.3 Försäkringsavtalet

1.3.1 Parter i avtalet

Försäkringsavtal vid obligatorisk försäkring ingås mellan försäkringsgivaren och företrädare för gruppmedlemmarna, till exempel ett företag för sina anställda eller en förening för sina medlemmar. Vid obligatorisk gruppörsäkring är gruppöföreträdaren det vill säga företaget/organisationen, försäkringstagare.

1.3.2 Innehåll

För försäkringen gäller vad som anges i försäkringsavtalet. Försäkringsavtalet grundar sig på de uppgifter som försäkringstagaren och i förekommande fall den försäkrade skriftligen eller på annat sätt lämnat till Euro Accident.

För försäkringsavtalet gäller svensk rätt. Gällande bestämmelser finns i försäkringsavtalslagen.

1.3.3 Avtalsperioden

Gruppavtalet har, om inte annat överenskommits, en gemensam huvudförfallodag för alla försäkringar. För nyansluten försäkrad i grupp med gemensam huvudförfallodag blir första avtalsperioden den tid som är kvar till gruppens huvudförfallodag. Därefter är varje avtalsperiod ett år.

1.3.4 Förnyelse/ändring av försäkringsavtalet

Sker ingen uppsägning av försäkringsavtalet eller gruppavtalet av någon av parterna förnyas försäkringsavtalet, med ett år i taget, på de villkor som Euro Accident anger.

Villkoren och premien för försäkringen kan således ändras vid slutet av en avtalsperiod. Information om ändringar lämnas i samband med premiekravet för den nya avtalsperioden.

Euro Accident har även i övrigt rätt att ändra villkoren för försäkringsavtalet under försäkringstiden om förutsättningarna för avtalet förändras genom ändrad lagstiftning eller annan författning, ändrad rättstillämpning eller genom myndighets föreskrifter.

1.4 Generella teckningsregler

Vid tecknande av Euro Accidents sjukförsäkring PlanSjuk ingår Rehabiliteringsförsäkring ComeBack med Samtalsstöd.

För fristående Rehabiliteringsförsäkring ComeBack med Samtalsstöd gäller vad som nedan anges.

1.4.1 Fristående Rehabiliteringsförsäkring ComeBack med Samtalsstöd

Rehabiliteringsförsäkring ComeBack med Samtalsstöd kan tecknas av person som fyllt 16 år fram till den dag personen fyller 65 år, är bosatt och folkbokförd i Norden, exklusive Island, och är berättigad till ersättning från svensk försäkringskassa eller dess motsvarighet inom Norden, om inte annat avtalats.

Om personen är bosatt och folkbokförd i annat nordiskt land än Sverige, exklusive Island, och är berättigad till ersättning från annan försäkringskassa än den svenska, krävs det att personen är i utlandstjänst hos ett svenskt företag. Företaget ska vara kund hos Euro Accident och de anställda ska ha erbjudits gruppörsäkring inom ramen för dessa teckningsregler och tillhörande villkor.

Företaget får maximalt ha 25 procent av de anställda placerade i ett annat nordiskt land än Sverige, exklusive Island.

Gruppörsäkring kan inte tecknas för utövare i idrottslag eller idrottsföreningar.

Nyteckning av fristående Rehabiliteringsförsäkring ComeBack med Samtalsstöd för en definierad grupp med fem individer eller fler tecknas mot full arbetsförhet. Enskild anställd, som inte är fullt arbetsför vid tidpunkten för anslutning, kan efter att denne uppfyller kraven för fullt arbetsför, anslutas till gruppavtalet.

Om antalet anslutna understiger fyra personer, på grund av avanmälan, gäller att framtida nyanställda ska lämna hälsodeklaration om dessa omfattas av försäkringen vid en tidpunkt senare än tolv månader från det datum antalet anställda första gången understeg fyra personer.

Inom tolv månadersperioden gäller normalt anslutningsförfarande, det vill säga som om antalet anslutna är minst fem personer.

Nyttjande av koncernbegreppet

För att koncernbegreppet ska kunna nyttjas vid anslutning mot fullt arbetsför ska försäkring tecknas för minst fem personer vid ett och samma tillfälle och det krävs att moderbolaget äger mer än 50 procent av dotterbolaget/dotterbolagen.

Franchiseföretag räknas inte som koncern.

Vid nyttjande av koncernbegreppet ska samtliga bolag inom koncernen teckna försäkringsavtal, med samma upplägg avseende avtal och produkter, vid en och samma tidpunkt och omfattas av samma startdatum. Om bolag tillkommer till koncernen vid senare tidpunkt, ansluts dessa mot fullt arbetsför vid den tidpunkt de aktuella bolagen anslöts/förvärvades.

1.4.2 Fullt arbetsför

Med fullt arbetsför menas att det vanliga arbetet kan fullgöras utan inskränkningar och att sjuklön från arbetsgivaren eller ersättning från Försäkringskassan inte utbetalas.

Med ersättning från Försäkringskassan avses sjuk- eller rehabiliteringspenning, aktivitetsersättning, sjukersättning eller annan ersättning på grund av arbetsoförmåga. För att vara fullt arbetsför krävs vidare att arbetsskadelivränta inte utbetalas eller att lönebidragsanställning, vilande aktivitetsersättning/sjukersättning eller motsvarande ersättning inte är beviljad.

Med försäkringskassa och ersättningar avses även dess motsvarighet i de nordiska länderna.

Föräldralediga eller tjänstlediga

Även föräldralediga eller tjänstlediga anses vara fullt arbetsföra såvida ovanstående krav, på att inga av nämnda ersättningar utbetalas, är uppfyllt. Om tjänstledigheten beror på att den anställde av hälsoskäl provar på annat arbete anses denne inte fullt arbetsför.

1.5 Konvertering från tidigare försäkringsgivare

Om ett gruppavtal övergår från annan försäkringsgivare gäller att gruppmedlem är fullt arbetsför vid tidpunkten för anslutning, för att konverteras till liknande produkt.

Gruppmedlem som senare är fullt arbetsför kan ansluta sig till försäkringen mot vid var tid gällande hälsoprövningsregler avseende nyteckning av försäkring på det aktuella avtalet.

1.6 Försäkringens ikraftträdande

Försäkringen börjar gälla från det datum som följer av gruppavtalet. Om inte annat avtalats ska avtal anses ingånget dagen efter den dag ansökan gjordes till Euro Accident under förutsättning att försäkringen kan beviljas enligt Euro Accidents tecknings- och hälsoprövningsregler.

Har intygande om fullt arbetsför skett tidigare än försäkringsavtalets ikraftträdande enligt ovan, krävs att samtliga personer som ska omfattas av försäkringsavtalet är fullt arbetsföra vid den tidpunkt försäkringsavtalet träder i kraft.

Har intygande om fullt arbetsför gjorts tidigare än 30 dagar innan försäkringsavtalet ska träda i kraft kan Euro Accident komma att, vid det datum försäkringsavtalet ska träda i kraft, kräva in en ny personalrapport med intygande om fullt arbetsför.

För gruppmedlem som ansluts senare inträder Euro Accidents ansvar dagen efter den dag ansökan gjordes till Euro Accident, under förutsättning att Euro Accident har mottagit fullständiga ansökningshandlingar och försäkringen kan beviljas enligt de villkor som gäller för gruppavtalet och vid var tid gällande tecknings- och hälsoprövningsregler.

Nyanställning efter avtalets tecknande

För anslutning av nyanställd gäller försäkringen från och med anställningens början under förutsättning att:

- ansökan inkommit tidigast en (1) månad före och senast tre månader efter anställningens början
- försäkringen, enligt vid var tid gällande teckningsregler, kan beviljas mot godkänd hälsoprövning
- fullständiga ansökningshandlingar inkommit till Euro Accident.

Om ansökan inkommer senare än tre månader räknat från anställningens början gäller försäkringen från och med dagen efter den dag ansökan gjordes till Euro Accident under förutsättning att försäkringen, enligt vid var tid gällande regler, kan beviljas mot godkänd hälsoprövning och att fullständiga ansökningshandlingar inkommit till Euro Accident.

1.7 Premie

Om inte annat följer av gruppavtalet bestäms premien på grundval av bland annat gruppens sjuktal. Premien beräknas för ett år i taget och ska betalas senast på förfallodagen.

Vid fakturering via post tillkommer en faktureringsavgift. Avgiften framgår av, vid var tid, på hemsidan angiven tariff.

Premien är avdragsgill för företaget.

1.7.1 Premiebetalning

Första premie för en försäkring ska betalas senast 30 dagar efter den dag Euro Accident aviserat premien.

Förnyelsepremie för en redan gällande försäkring ska betalas senast den dag den nya försäkringsperioden börjar. Premien behöver dock inte betalas tidigare än en månad från den dag Euro Accident avsände krav på premien.

Dessutom gäller att det företag eller den organisation som har slutit gruppavtalet ska, utan kostnad för Euro Accident, göra premiebetalningarna i en post för alla försäkrade om inte annat avtalats.

1.7.2 Uppsägning

Betalas inte premien i rätt tid har Euro Accident rätt att säga upp försäkringen. Uppsägningen får verkan 14 dagar efter det att meddelande om uppsägning avsändes under förutsättning att premien inte betalas inom denna tid.

1.7.3 Återupplivning

Om försäkringen har upphört att gälla på grund av dröjsmål med inbetald premie kan försäkringen återupplivas, utan ny hälsoprövning, genom att premien betalas inom tre månader från den dag försäkringen upphörde att gälla.

Försäkringen börjar då åter gälla från och med dagen efter den dag premien betalades. Denna rätt gäller inte om dröjsmålet avser första premien för försäkringen.

Om försäkringen återupplivas, på grund av ovanstående, gäller försäkringen inte för skadefall som inträffat under den tid försäkringen inte gällde, inte heller för skadefall som inträffat efter det att försäkringen återupplivats, om skadefallet har sin grund i händelse som inträffade då försäkringen inte gällde. Euro Accidents ansvar inträder först från och med dagen efter den dag premiebeloppet betalades.

Rätten till återupplivning kan begränsas i gruppavtalet om detta är nödvändigt på grund av försäkringens beskaffenhet eller andra särskilda omständigheter.

1.7.4 Återbetalning av premie

Det åligger försäkringstagaren och/eller den försäkrade att snarast möjligt anmäla till Euro Accident om försäkrad gruppmedlem utträder ur den försäkringsberättigade gruppen.

Anmäls inte ovanstående i rätt tid, betalas högst de senaste tolv månadernas premie tillbaka.

Har premie betalats för tid efter det att försäkringen upphört, återbetalas alltid den del av premien som avser tid efter det att försäkringen upphört. Euro Accident förbehåller sig rätten att ta ut administrativa avgifter i samband med återbetalning.

Euro Accident kan under försäkringstiden, utan föregående meddelande, ändra sättet för återbetalning.

1.8 Försäkringens upphörande

Försäkringen gäller längst till och med utgången av den månad gruppmedlem fyller 67 år om annat inte anges i gruppavtalet.

Försäkringen upphör dessförinnan att gälla:

- när gruppavtalet upphör att gälla
- vid utgången av den månad gruppmedlem inte längre tillhör den i gruppavtalet bestämda grupp av personer som kan försäkras
- enligt en skriftlig uppsägning av gruppmedlem
- enligt en uppsägning av Euro Accident
- då premie inte betalas i rätt tid.

Euro Accident förbehåller sig rätten att säga upp försäkringen att upphöra, om försäkringstagaren eller den försäkrade grovt har åsidosatt sina förpliktelser mot bolaget eller om det finns andra synnerliga skäl.

Upplysningsplikt

Det åligger försäkringstagaren och/eller den försäkrade att snarast möjligt anmäla till Euro Accident om försäkrad gruppmedlem utträder ur den försäkringsberättigade gruppen. Rätten till återbetalning av premie avseende tid efter försäkringstidens utgång regleras i punkt 1.8.4.

Underlåter försäkringstagaren att under försäkringstiden anmäla förändringar i tid, börjar dessa gälla enligt de allmänna bestämmelserna för försäkringens ikraftträdande, det vill säga tidigast från dagen efter anmälan gjordes till Euro Accident.

1.9 Överlåtelse

Gruppförsäkringen kan inte överlåtas eller pantsättas.

1.10 Begränsningar

1.10.1 Oriktig eller ofullständig uppgift

Om någon uppgift, som försäkringstagaren eller den försäkrade lämnat, är oriktig eller ofullständig gäller vad som för sådant fall stadgas i försäkringsavtalslagen.

Om oriktiga eller ofullständiga uppgifter, om förhållanden som är av betydelse för bedömning av försäkringsrisken, har lämnats kan det medföra att försäkringen sägs upp eller ändras och att rätten till försäkringsersättning helt eller delvis bortfaller och att Euro Accident blir fri från ansvar för inträffade skadefall. Inbetald premie återbetalas inte i dessa fall.

1.10.2 Brottslig handling

Vid skadefall i samband med att den försäkrade utfört, eller medverkat till, brottslig handling som enligt svensk lag kan leda till fängelse, kan ersättningen reduceras, upphöra eller helt utebli.

1.10.3 Vissa smittsamma sjukdomar och/eller epidemier

Försäkringen gäller inte för skadefall som helt eller delvis, direkt eller indirekt, orsakats av eller är en följd av, eller som förvärrats av, utav Världshälsoorganisationen (WHO) utlyst, epidemi, pandemi eller sjukdom som omfattas av smittskyddslagen.

1.10.4 Force Majeure

Försäkringen gäller inte för förlust som kan uppstå om bedömning av rätten till försäkring, skadestånd eller betalning av ersättning fördröjs eller omöjliggörs på grund av krig, krigsliknande händelser, inbördeskrig, revolution, uppror, myndighets åtgärd, strejk, lockout, blockad eller liknande händelse eller på grund av naturkatastrof.

1.10.5 Krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande i Sverige

Försäkringen gäller inte för försäkringsfall som har samband med krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande i Sverige.

1.10.6 Krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande i länder eller områden utanför Sverige

Försäkringen gäller inte för försäkringsfall som har samband med krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande i länder eller områden utanför Sverige.

Vistas den försäkrade i länder eller områden utanför Sverige där krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande bryter ut under vistelsen gäller försäkringen dock under de första fyra veckorna under förutsättning att den försäkrade inte på något sätt deltar i, eller rapporterar från, kriget, de krigsliknande politiska oroligheterna eller den väpnade konflikten. Detta gäller dock inte i länder eller områden som

Utrikesdepartementet (UD) avråder från att resa till på grund av krig, krigsliknande politiska oroligheter, väpnad konflikt eller liknande.

1.10.7 Terrorism och massförstörelse

Försäkringen gäller inte för försäkringsfall som har samband med terroristhandling som förorsakats genom användande av massförstörelsevapen i form av biologiska, kemiska eller nukleära substanser i eller utanför Sverige.

Med terroristhandling avses handling genomförd av en person, eller grupp av personer, med politiska, religiösa, ideologiska eller liknande syften, med avsikt att påverka regeringar eller att försätta allmänheten, eller delar av allmänheten, i fara. Terroristhandling kan inkludera, men inte begränsas, till det faktiska användandet av makt, våld eller hot om sådant. Förövarna kan antingen agera individuellt, eller på uppdrag av, eller i samarbete med annan organisation eller regering.

1.10.8 Atomkärnprocess

Försäkringen gäller inte vid sjukdom eller olycksfallsskada som direkt eller indirekt orsakats av atomkärnprocess.

1.11 Giltighet i utlandet

Försäkringen gäller utan begränsningar avseende utlandsvistelsens längd, förutsatt att den försäkrade är fortsatt berättigad till ersättning från svensk försäkringskassa eller dess motsvarighet inom Norden, och anställd hos försäkringstagaren. Rehabiliteringsutredning och eventuella rehabiliteringsåtgärder ska dock genomföras i Sverige.

Samtalsstöd gäller endast i Sverige.

1.12 Åtgärder för utbetalning

Skadefall, som kan ge rätt till ersättning, ska snarast möjligt anmälas till Euro Accident eller, om angivet på skadeblankett, via den försäkringsförmedlare som företräder den försäkrade gruppen.

Blanketter kan rekvireras från Euro Accident eller den försäkringsförmedlare som företräder den försäkrade gruppen.

De handlingar och övriga upplysningar som Euro Accident anser vara av betydelse för bedömning av rätten till ersättning ska anskaffas och insändas utan kostnad för Euro Accident.

Om Euro Accident så begär, ska medgivande lämnas till Euro Accident, eller de företag som Euro Accident anlitar för medicinsk riskbedömning eller skadereglering, att för bedömning av Euro Accidents ansvarighet inhämta upplysningar, journaler, intyg med mera från läkare eller annan sjukvårdspersonal, sjukhus eller annan sjukvårdsinrättning, Försäkringskassan eller annan försäkringsinrättning.

Kostnader ska styrkas med originalkvitton och/eller med intyg om utbetald ersättning från vårdgivare/landsting.

1.12.1 Tidpunkt för utbetalning och räntebestämmelser

Skada regleras alltid enligt det villkor som gäller för avtalsperioden då skadan inträffat.

Utbetalning ska ske senast en månad efter att rätt till ersättning uppkommit och Euro Accident mottagit upplysningar, journaler, intyg med mera från läkare eller annan sjukvårdspersonal, sjukhus eller annan sjukvårdsinrättning, Försäkringskassan eller annan försäkringsinrättning och att den som begär utbetalning:

- fullgjort de åtgärder som angivits för utbetalning
- lagt fram den utredning som skäligan kan begäras för att fastställa Euro Accidents ersättningsskyldighet
- meddelat till vem utbetalning ska göras.

Sker utbetalning senare, betalas dröjsmålsränta enligt räntelagen. Härutöver ansvarar Euro Accident inte för förlust som kan uppstå om utredning fördröjs rörande skadefall eller utbetalning.

Dröjsmålsränta betalas inte om dröjsmålet beror på händelser under punkt 1.11.3.

1.12.2 Preskription

Den som vill göra anspråk på försäkringsersättning eller annat försäkringskydd måste väcka talan mot Euro Accident inom tio år från tidpunkten när det förhållande som enligt försäkringsavtalet berättigar till sådant skydd eller ersättning inträdde. Annars går rätten till ersättning eller annat försäkringskydd förlorad.

Om anspråk framställts inom denna tid, är fristen att väcka talan alltid minst sex månader från det att Euro Accident har förklarat att bolaget har tagit slutlig ställning till anspråket.

1.12.3 Regressrätt

Euro Accident inträder i den försäkrades rätt till skadestånd, eller annan ersättning från annan, i den mån Euro Accident lämnat ersättning på grund av försäkringsavtalet.

1.13 Behandling av personuppgifter

Som personuppgiftsansvarig behandlar Euro Accident personuppgifter för att kunna erbjuda och leverera de försäkringar och tjänster som vi har kommit överens om och för andra ändamål som att till exempel följa lagar och andra regler. För detaljerad information om personuppgiftsbehandlingen, vänligen läs vidare i Euro Accidents integritetspolicy som finns på euroaccident.se eller kontakta Euro Accident.

Integritetspolicyen, innehåller bland annat information om hur Euro Accident samlar in och använder dina personuppgifter men även information om dina

rättigheter i samband med behandlingen av personuppgifter, såsom rätten till information, rättelse, dataportabilitet, rätten att bli glömd och göra invändningar etc.

1.14 Skadeanmälningsregister

Euro Accident äger rätt att, i ett för försäkringsbranschen gemensamt skadeanmälningsregister (GSR), registrera anmälda skador uppkomna i denna försäkring. Registret används endast i samband med skadereglering.

Personuppgiftsansvarig för GSR är:

Försäkringsförbundet
Box 24043
104 50 Stockholm
Telefon: 08-522 785 00
Besöksadress: Karlavägen 108, Stockholm
Hemsida: svenskforsakring.se

1.15 Prövning av beslut i ett försäkringsärende

Om den försäkrade är missnöjd med Euro Accidents beslut i ett försäkringsärende ska i första hand omprövning av beslutet begäras hos Euro Accident. Begäran ska sändas till den handläggare som beslutat i ärendet eller till handläggarens närmaste chef.

Euro Accident har också en utsedd klagomålsansvarig dit den försäkrade kan vända sig för hjälp och en oberoende prövning av sitt ärende. Kontaktinformation till klagomålsansvarig finns på Euro Accidents hemsida euroaccident.se.

Euro Accidents prövningsnämnd

Slutligt beslut i ett skadeärende kan prövas av Euro Accidents prövningsnämnd. Nämnden består av en utomstående expert med lång erfarenhet från personskadeområdet, en jurist och Euro Accidents skade- respektive riskbedömningschef.

Är den försäkrade trots detta missnöjd kan den försäkrade vända sig till:

Allmänna reklamationsnämnden (ARN)

Box 174, 101 23 Stockholm
Telefon: 08-508 860 00
Besöksadress: Kungsholmstorg 5, Stockholm
Hemsida: arn.se.

ARN prövar inte ärenden som rör medicinska frågor, där särskild medicinsk kunskap krävs. Sådana ärenden prövas istället av:

Personförsäkringsnämnden

Box 24067, 104 50 Stockholm
Telefon: 08-522 787 20
Besöksadress: Karlavägen 108, Stockholm
Hemsida: forsakringsnamnden.se/PFN

För kostnadsfri rådgivning kontakta:

Konsumenternas försäkringsbyrå

Box 24215, 104 51 Stockholm

Telefon: 0200-22 58 00

Besöksadress: Karlavägen 108, Stockholm

Hemsida: bankforsakring.konsumenternas.se

Tvist med anledning av försäkringsavtalet prövas av svensk domstol, i första hand vid tingsrätt, och med tillämpning av svensk lag. Kostnad för juridiskt ombud ersätts inte av försäkringen.

2 Förklarande ord

Ansvarstid

Den längsta tid som ersättning kan lämnas för ett skadefall.

Arbetsförmåga

Med arbetsförmåga menas att den försäkrade på grund av sjukdom eller olycksfallsskada har förlorat arbetsförmågan eller fått den nedsatt. Euro Accidents bedömning följer normalt reglerna i allmän försäkring och Försäkringskassans beslut om rätt till sjuk- eller rehabiliteringspenning, aktivitetsersättning, sjukersättning eller annan ersättning på grund av arbetsförmåga. Även tid med sjuklön betraktas som arbetsförmåga. Nedsättningen bedöms, där inte annat anges, enligt 7 kap 3 § Lagen om allmän försäkring. För fastställande av rätt till ersättning kan Euro Accident begära att den försäkrade infinner sig till undersökning hos särskild anvisad läkare.

Definierad grupp

En på förhand bestämd och väl avgränsad grupp av personer. Avgränsningen kan vara av både geografisk eller organisatorisk art.

Fullt arbetsför

Med fullt arbetsför menas att det vanliga arbetet kan fullgöras utan inskränkningar och att sjuklön från arbetsgivaren eller ersättning från Försäkringskassan inte utbetalas.

Med ersättning från Försäkringskassan avses sjuk- eller rehabiliteringspenning, aktivitetsersättning, sjukersättning eller annan ersättning på grund av arbetsförmåga.

För att vara fullt arbetsför krävs vidare att arbetsskadelivränta inte utbetalas eller att lönebidragsanställning, vilande aktivitetsersättning/ sjukersättning eller motsvarande ersättning inte är beviljad.

Med försäkringskassa och ersättningar avses även dess motsvarighet i de nordiska länderna.

Försäkrad

Den person på vars liv eller hälsa en försäkring gäller.

Försäkringsavtal

Det avtal som gäller för varje enskild försäkring. Försäkringsavtalet omfattar vad som anges i ansökningshandlingarna till försäkringen, gruppavtalet, försäkringsvillkoret, försäkringsavtalslagen (2005:104) och svensk rätt i övrigt.

Försäkringstagare

Försäkringstagare är den som ingått försäkringsavtal med försäkringsgivaren.

Grupp

Företag eller organisation, som har ingått gruppavtal med försäkringsgivaren.

Gruppavtal

Avtal som ingås mellan försäkringsgivaren och företrädare för en grupp om försäkring för gruppens medlemmar. Gruppavtalet innehåller bestämmelser om gruppens sammansättning, vilka försäkringar som erbjuds de försäkringsberättigade, gruppavtalets ikraftträdande och giltighetstid och förlängning och uppsägning av gruppavtalet.

Gruppföreträdare

Gruppföreträdaren är den med vilken Euro Accident ingått ett försäkringsavtal som omfattar samtliga försäkringsberättigade gruppmedlemmar.

Gruppmedlem

Person som tillhör den grupp som bestäms av gruppavtalet och kan försäkras enligt gruppavtalet.

Hälso- och Arbetsmiljöscreening

Screening med fokus på hälsovanor, hälsoupplevelser, hälsodata, grad av motivation till livsstilsförändring och den försäkrades arbetssituation, arbetsgruppen och chef och fysisk arbetsmiljö.

Multiprofessionellt team

Team av olika professioner såsom t.ex. specialistläkare, beteendevetare och ergonom. Teamet är sammansatt utifrån den försäkrades arbetslivsinriktade rehabiliteringsbehov och syftar till att snabbare komma fram i rehabiliteringsprocessen gällande mer komplicerade rehabiliteringsfall.

Det kan t.ex. gälla långvariga smärttillstånd där medicinsk rehabilitering är avslutad men smärttillståndet fortfarande påverkar arbetsförmågan.

Obligatorisk gruppörsäkring

Försäkring där de försäkrade automatiskt ansluts, enligt gruppavtalets inträdeskrav, genom åtgärder från arbetsgivaren.

3 Rehabiliteringsförsäkring ComeBack med Samtalsstöd

Försäkringen omfattar:	
- Samtalsstöd	- Samordning och uppföljning
- Kartläggning av behov av åtgärder	- Åtgärder
- Framtagande av åtgärdsplan	- Utvärdering och avslutande rapport

3.1 Försäkringen omfattar

Försäkringen omfattar, enligt nedan, försäkringstagarens nödvändiga och skäligena kostnader för att bedöma och utreda behovet av arbetslivsinriktad rehabilitering. Vid behov omfattas kostnader för framtagande av en åtgärdsplan, inklusive kostnader för rehabiliteringskoordinator, och för de åtgärder som vidtas under rehabiliteringsfasen.

Samtliga kostnader ska på förhand godkännas av Euro Accident.

3.1.1 Samtalsstöd

Rätt till rådgivning uppstår när den försäkrade har behov av någon av de ingående kompetenser som erbjuds i Samtalsstöd.

Samtalsstöd ingår utan kostnad för samtliga försäkrade och omfattar rådgivning via telefon eller besök avseende psykosociala, ekonomiska, juridiska eller livsstilsrelaterade frågor. Dessutom ingår chefsstöd och stöd av HR-konsult.

Telefonnumret är 0771-10 50 15. Samtalsstöd är öppet dygnet runt, alla dagar. Samtalet tas emot av socionom eller krishanterare som sätter den försäkrade i kontakt med rätt kompetens. Detta gäller 08.00 - 19.00 alla vardagar.

Vid akut personlig kris finns möjlighet till psykologkontakt dygnet runt alla dagar.

För den försäkrade gäller fullständig sekretess gentemot arbetsgivaren

I Samtalsstöd ingår följande:

- rådgivning via telefon eller besök hos legitimerad psykolog eller beteendevetare upp till fem tillfällen
- rådgivning via telefon eller besök gällande chefsstöd upp till fem tillfällen
- rådgivning via telefon i frågor som rör praktiskt eller strategiskt HR-arbete upp till tre tillfällen
- rådgivning via telefon eller besök hos ekonom eller jurist upp till tre tillfällen
- rådgivning via telefon av hälsocoach i livsstilsrelaterade frågor upp till tre tillfällen.

Det går att kombinera till exempel två samtal med psykolog, ett samtal med jurist och ett samtal med

ekonom. Upp till fem konsultationer per kalenderår i samma ärende och högst fem konsultationer oavsett om den försäkrade har fler än en försäkring där samtalsstöd ingår.

3.1.2 Kartläggning av behov av åtgärder

Om bedömningen visar behov av en arbetslivsinriktad rehabilitering genomför en rehabiliteringskoordinator en djupgående intervju för att kartlägga nuvarande status, tidigare insatta åtgärder och behov av kompletterande utredning och/eller rehabiliteringsåtgärder. Kartläggningen genomförs tillsammans med arbetsgivare, medarbetare och eventuellt fler berörda parter. Utredningen dokumenteras och ligger sedan till grund för åtgärdsplanen.

3.1.3 Framtagande av åtgärdsplan

Åtgärdsplanen tas fram tillsammans med arbetsgivare och medarbetare. Den tydliggör mål för återgång i arbete, vilka åtgärder som behövs och vem som ansvarar för dem. Åtgärdsplanen lämnas till arbetsgivare.

3.1.4 Samordning och uppföljning

Rehabiliteringskoordinatorn följer upp åtgärder och ansvarar för samordningen. Rehabiliteringskoordinatorn säkerställer också att åtgärdsplanen genomförs på ett effektivt och professionellt sätt och att nödvändig revidering görs.

Rehabiliteringskoordinatorn samordnar avstämningsmöten med berörda parter vid behov.

Rehabiliteringskoordinator utses av Euro Accident. För de fall andra specialister behöver anlitas i samband med kartläggning och/eller åtgärdsplan ersätter försäkringen även försäkringstagarens kostnader för detta.

3.1.5 Åtgärder

Åtgärder beskrivna i åtgärdsplanen och kostnader förknippade med dessa ska på förhand godkännas av Euro Accident. Åtgärderna ska genomföras inom ramen för Euro Accidents vid var tid gällande nätverk för vårdgivare och samarbetspartners.

Försäkringen omfattar, per skadefall, följande nödvändiga, skäligena och på förhand godkända åtgärder för:

- behandling utförd av legitimerad psykolog, legitimerad psykoterapeut med upp till tio behandlingstillfällen
- mindfulnessprogram *)
- åtgärd utförd av legitimerad fysioterapeut, naprapat, osteopat eller kiropraktor med upp till tio behandlingstillfällen
- hälsofrämjande insatser inom livsstil **)
- motiverande samtal och rådgivning vid missbruksrelaterad sjukdom av legitimerad psykolog/legitimerad psykoterapeut med upp till tio behandlingstillfällen per skadefall
- fördjupad bedömning av behov av hjälp och stöd gällande rådande alkoholvanor, individuellt eller i grupp
- ett (1) psykologbesök för make/maka, sambo, registrerad partner eller barn
- rådgivning och analys gällande arbetsplatsanpassning, byte av arbetsuppgifter och arbetsträning hos arbetsgivaren
- rådgivning till ansvarig chef vid behov då en arbetstagare visar tecken på ohälsa
- avstämningsmöte med behandlande psykolog/psykoterapeut eller i förekommande fall annan vårdgivare tillsammans med medarbetare, rehabiliteringskoordinator och arbetsgivare
- yrkesvägledning eller karriärcoachning med upp till fem tillfällen, i syfte att uppnå en hållbar arbetssituation för att antingen fortsätta sin anställning hos arbetsgivaren eller finna arbete hos annan arbetsgivare under förutsättning att återgång till ordinarie arbetsgivare inte bedöms lämplig
- åtgärdsplan och avslutande rapport.

*) *Mindfulnessprogram*

Om rehabledare så bedömer kan försäkringen ersätta utbyte av behandlingstillfällen hos psykolog mot ett Mindfulnessprogram. Behandlingsprogrammet ska vara dokumenterat och ske under handledning av ansvarig rehabledare. Omfattningen av Mindfulnessprogrammet bedöms av rehabledare och godkänns av Euro Accident. Kostnaden för Mindfulnessprogram och behandlingar hos psykolog eller psykoterapeut får totalt inte överstiga kostnaden motsvarande tio behandlingar hos psykolog eller psykoterapeut enligt vid var tid, hos Euro Accident, gällande taxa.

***) *Hälsofrämjande insatser inom livsstil*

Om rehabledare så bedömer, kan försäkringen ersätta hälsofrämjande insatser inom livsstil bestående av fysisk aktivitet, stresshantering, kost och mental träning. Behandlingsprogrammet ska vara dokumenterat och ske under handledning av ansvarig rehabledare. Omfattningen av behandlingsprogrammet bedöms av rehabledare och godkänns av Euro Accident.

3.1.6 **Utvärdering och avslutande rapport**

Ersättning lämnas för försäkringstagarens nödvändiga och skäliga kostnader för rehabiliteringskoordinators arbete med avslutande sammanfattning av ärendet efter avslutad utredning och/eller genomförda rehabiliteringsåtgärder.

3.2 **Rätten till ersättning**

Försäkringen gäller för Samtalsstöd, kartläggning, framtagande av åtgärdsplan, samordning och uppföljning, åtgärd samt utvärdering och avslutande rapport som omfattas av försäkringen och som utförs under den tid som försäkringen är i kraft.

Försäkringen gäller när medarbetare:

- riskerar att drabbas av arbetsförmåga som leder till långtidssjukskrivning
- är sjukskriven. Arbetsförmågan ska finnas medicinskt dokumenterad i läkarjournal.

Skadeanmälan görs genom att fylla i en skadeblankett/formulär på Euro Accidents hemsida, euroaccident.se, och skickas in enligt instruktion.

Skadeanmälan ska göras av arbetsgivaren så snart som möjligt. Vid pågående sjukskrivning ska anmälan, för rätt till ersättning, vara Euro Accident tillhanda senast den trettionde sjukfrånvarodagen.

Rätten till ersättning föreligger endast för tid efter den försäkrades 16-årsdag och tid före utgången av den månad den försäkrade fyller 67 år. Rätten till ersättning upphör dessutom alltid vid den avtalade pensionsåldern.

I händelse av att rekommenderad åtgärdsplan inte efterföljs av försäkringstagaren eller den försäkrade kan detta medföra att rätt till ersättning helt eller delvis bortfaller.

Euro Accident bedömer omfattningen av arbetsförmågan utifrån den minskning av arbetsförmågan som kan anses vara orsakad av objektiva fastställbara symptom och funktionsnedsättningar. Denna typ av utredning och åtgärdsplan kan Försäkringskassan begära in av arbetsgivaren.

Att Försäkringskassan har beviljat den försäkrade sjukpenning, rehabiliteringspenning eller sjukersättning är en viktig men inte avgörande omständighet för Euro Accidents bedömning i ersättningsfrågan.

3.3 **Ansvarstid**

Ansvarstiden, det vill säga den längsta tid som ersättning kan lämnas för ett skadefall är tolv månader från dagen den försäkrade har anmält arbetsförmåga till arbetsgivaren eller, vid skadefall

där orsaken är risk för långtidssjukskrivning, från dagen arbetsgivare anmält detta.

Vid cancerdiagnos eller stroke förlängs ansvarstiden till 18 månader.

Om den försäkrades anställning upphör gäller ansvarstiden som längst till och med den försäkrades sista anställningsdag.

Vid rehabilitering på grund av upprepad korttidsfrånvaro räknas ansvarstiden från tidpunkten för den senaste sjukfrånvaron som föregick försäkringstagarens anmälan om skadefall.

Vid skadefall där orsaken är risk för långtidssjukskrivning anses skadefallet vara avslutat när rehabiliteringskoordinatör gör bedömningen att risk inte längre föreligger, eller att ansvarstiden upphör enligt denna punkt.

Efter att den försäkrade har varit fullt arbetsför i minst tolv månader efter ett avslutat skadefall omfattas den försäkrade återigen av försäkringen.

Vid nytt skadefall, där orsaken till sjukskrivningen eller arbetsoförmågan saknar samband med tidigare sjukskrivningar, krävs inte att den försäkrade varit fullt arbetsför under tolv månader för att rätten till ersättning ska återinträda.

En förutsättning är att försäkringen är gällande. Har försäkringen upphört att gälla upphör ansvarstiden och därmed ersättningen.

3.4 Självrisk

Försäkringen gäller utan självrisk.

3.5 Begränsningar

Försäkringen omfattar inte:

- medicinsk rehabilitering
- provtagning
- kostnader som uppstått efter det att den anställda avslutat sin anställning hos försäkringstagaren
- kostnader som uppstår under tjänst- eller föräldraledighet
- resekostnader till och från behandling
- kostnader som ersätts av annan försäkring eller svensk allmän försäkringskassa
- utlandsanställd, bortsett från anställd i Norden
- varsel om uppsägning, uppsägning, avskedande, permittering eller motsvarande
- utbildning eller program som syftar till att ge den försäkrade arbete hos annan arbetsgivare än försäkringstagaren
- lön eller annan ersättning till den försäkrade under rehabiliteringsperioden
- kostnader för eventuella ersättare
- skuldsaneringskostnader
- kostnader, för anpassning av arbetsplatsen, som uppstått till följd av att arbetsgivaren inte fullgjort vad som normalt ligger inom arbetsgivarens ansvarsområde
- kostnader som avser för sent avbokad, eller uteblivet besök. Den inbokande klinikens/ mottagningens avbokningsregler gäller. Kostnader ska i detta fall betalas av den försäkrade
- kostnader för tolk.

3.6 Försäkringsbelopp

Försäkringsbeloppet är maximerat till 75 000 kronor per skadefall.

3.7 Giltighet i utlandet

För giltighet i utlandet se punkt 1.11.

Euro Accident Livförsäkring AB
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