

Euro Accident Liv

General insurance terms

Insurance terms

Applicable from 1 January 2025

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1 General terms and conditions

1.1 Scope of the terms

The conditions in this section apply to the cover stated in the insurance certificate.

The insurance may include one or more of the following elements of cover:

- Loss of earning capacity
- Waiver of premium insurance
- Insurance on death
- Insurance for certain critical illnesses
- Insurance for certain critical illnesses for children
- Health insurance

Reference is also made to the separate terms and conditions for each of the above-mentioned covers, which apply together with these general insurance terms.

1.2 Insurance terms and insurance certificate

The insurance terms apply to insurance policies taken out with Euro Accident Liv, a branch of Euro Accident Livförsäkring AB, Sweden. The insurance terms include provisions on the scope and terms of the individual covers, conditions for taking out policies, commencement, termination and premium rules, etc. The insurance conditions and product information document (IPID) can be found on Euro Accident's website and will be forwarded upon request to our Customer Service.

The covers of the insurance and any clauses applicable to such covers are specified in the insurance certificate.

1.3 Glossary of terms applied

Earned income Coverable -and pensionable

The coverable earned income is the earned income on which the cover is based. Unless otherwise agreed with Euro Accident, the pensionable income is equal to the insured's pensionable income on which the waiver of premium is calculated.

The registered coverable earned income at the time of the claim will apply. It is the policyholder's responsibility to inform of any changes in the coverable earned income.

Earned income – When paying out Loss of earning capacity insurance

When paying out Loss of earning capacity insurance, income from paid employment and income from self-employment will be included in the calculation of the insurance benefit:

- Fixed salary including holiday pay,
- Commission, bonus, severance payments, including holiday pay,
- Income from self-employment, including profits, remuneration and dividends.
- Compensation for regular shift work, changing working hours, on-call or emergency work and other salary-like allowances.

Beneficiary

The person who is entitled to receive the sum insured upon the insured's death.

Owner

Owners include:

- In businesses that are not a legal entity, all owners
- In partnerships and limited partnerships, all owners and

- In public or private limited companies, shareholders who individually either or together with another shareholder, such as a spouse, parents or their children, own at least one third of the shares in the company.

Any insured person not comprised by the above rules will be regarded as an employee.

The insured

The person whose life or health is covered under the insurance.

Insurable group

The group of insured persons or the company or organisation comprised by the agreement.

Policyholder

The policyholder is the party that has concluded an agreement with Euro Accident. The insured under a corporate insurance agreement shall be regarded as policyholders with respect to, for example, insurance benefits and the right to appoint beneficiaries.

For mutual life insurance, the policyholder has the right of disposal of the agreement with Euro Accident.

Voluntary insurance

Insurance that the insured can set up voluntarily under an insurance contract or insurance that is not set up under a mandatory corporate insurance agreement.

Full capacity for work

Full capacity for work means the ability to carry out ordinary work without restrictions, cf. Euro Accident's underwriting rules for joining the scheme in force at any time, and that no form of wage compensation is paid by the employer, insurance companies, the public sector or the like. In order to have full capacity for work, it is a requirement that no benefits under an industrial injury insurance are being paid and that the insured is not employed under a wage subsidy scheme or similar schemes that compensate for the insured's full or partial incapacity for work.

Wage compensation

All payments and subsidies as a result of accident, illness, disability, rehabilitation, revalidation and the like, regardless of who they are paid from and whether they are paid directly to the insured or indirectly to the employer or others. Including payment of ongoing benefits from a loss of earning capacity insurance from another insurance company.

Similarly, payments from, for example, regular payments from pension funds will also be offset.

Employee

A permanent employee who is not an owner. Probationary employees are considered permanent employees if their position is intended to be permanent. The employee must not be on leave of absence or parental leave at the time the insurance is taken out.

Hourly paid employees are as a main rule not covered, but may be permitted to take out the insurance depending on the nature of the employment and other circumstances.

Indexation

All insurance premiums and insurance benefits being paid are indexed annually according to the net price index of Statistics Denmark. The adjustment takes place every 1 January based on the development in the net price index as of 1 October the previous year.

Insurance benefits that have commenced in the previous year are indexed proportionally .

Mandatory insurance

Insurance which the company, association or the like is required to take out for the insured under a mandatory corporate insurance agreement.

1.4 The insurance agreement

The insurance agreement is an agreement whereby Euro Accident as an insurance company can assume a financial risk for the policyholder against payment of an insurance premium.

The insurance agreement is generally governed by the insurance terms and the contents of the insurance certificate. It is therefore important that the insured checks that the information on the insurance certificate is correct and contacts Euro Accident, if there is a discrepancy.

In addition, the insurance agreement consists of the information provided in the insurance application and Euro Accident's underwriting rules.

The insurance agreement is governed by Danish law, including the Danish Insurance Contracts Act, if the law is not derogated from in the provisions of the insurance contract.

1.5 Corporate insurance agreement

The corporate insurance agreement is concluded between Euro Accident and a policyholder, which may be a company, association, organisation, group or the like. Through the corporate insurance agreement, Euro Accident and the policyholder agree on the commencement and termination of the insurance scheme, entry and exit, the scope of cover and the group of insured, etc.

Euro Accident and the policyholder can agree on all matters that apply to anyone covered by the corporate insurance agreement.

The provisions of the corporate insurance agreement are part of the insurance agreement. The insurance conditions may be derogated from by provisions included in the corporate insurance agreement.

1.6 Parties to the agreement

The insurance agreement is concluded between Euro Accident and the policyholder. If the insurance contract has been concluded under a corporate insurance agreement, the insurance agreement is concluded in accordance with the provisions of the corporate insurance agreement.

The insured is the person whose life or health is covered under the insurance.

1.7 Change of terms

Euro Accident may, with full validity for the insured, agree with the policyholder on all matters relating to the insurance contract, including changes to terms and new terms.

Euro Accident regularly reviews whether the terms need to be changed, for example as a result of – but not limited to – legislation, practice, market conditions, product changes, etc. Euro Accident is also entitled to unilaterally change the terms of all insurance terms with effect from the end of the current premium period. The terms may also be changed by Euro Accident during the premium period if necessary.

Euro Accident may change the terms (non-exhaustive list) if e.g:

- It is necessary for Euro Accident in order to comply with law, practice and the like
- There are external circumstances beyond Euro Accident's control
- The basis for calculating the premium changes
- The change has no significant impact on products or insurance.

Euro Accident will send information about the new insurance terms to the policyholder with at least 30 days' notice before the change takes effect.

Euro Accident will inform the insured of the new insurance terms.

1.8 Rules for taking out and transferring insurance

1.8.1 General rules

The insurance can be taken out by persons who have their permanent address and officially registered address in Denmark and are entitled to Danish social security benefits, unless otherwise agreed. There is no cover under the insurance in case of changes to these conditions.

People who are unemployed cannot take out insurance.

Euro Accident's general underwriting rules and the corporate insurance agreement may contain additional provisions and limitations.

1.8.2 Information on establishment of insurance

When applying for insurance, the policyholder and the insured consent to Euro Accident obtaining and using all relevant information. This includes medical and municipal information of any kind, etc. as well as information from other sources, including insurance companies. Euro Accident notifies the policyholder and/or the insured when information is obtained.

It is usually a condition for establishment of insurance or transfer of insurance from another company that the insured has full capacity for work. Anyone who does not have full capacity for work at the time of application may apply for insurance at a later time.

Euro Accident may request health information and/or a physical examination that is deemed satisfactory by Euro Accident. The rules on health information and medical examinations are stated in Euro Accident's underwriting rules or in the corporate insurance agreement.

If health information and/or a physical examination is required, the insurance can, at Euro Accident's judgement either:

- Taken out on the usual terms
- Taken out with a reservation, subject to clause and/or increased premium or
- Refused.

Health information and/or a medical examination may also be required in connection with an increase in insurance benefits or other expansion of the insurance cover. If, in Euro Accident's assessment, satisfactory medical information/physical examination cannot be provided/carried out, this may mean that the increase or change cannot be granted or can only be granted with reservations and/or an increased premium.

If the policyholder or the insured provides incorrect or incomplete information, this may result in the insurance becoming invalid or cover being cancelled or reduced, see section 1.12.2.

1.9 Commencement of the insurance

1.9.1 Voluntary insurance

Unless a later date is stated in the application, the insurance shall commence no earlier than the date on which the application is submitted to Euro Accident, provided that

- The insurance may be taken out under applicable rules and
- Euro Accident has received all necessary information.

If, in accordance with applicable rules, Euro Accident may request satisfactory health information and/or a physical examination, and as a result of this one or more insurance policies can only be taken out with reservations, subject to clause and/or increased premium, the insurance enter into force with the stated reservations when Euro Accident has processed the information. If the insured does not wish to take out the insurance with the reservations issued, the insured may cancel the insurance within 14 days of receipt of the insurance policy.

1.9.2 Mandatory insurance

Unless another time is stated in the application, the insurance shall commence on the day the application is submitted to Euro Accident, provided that:

- The insurance may be set up according to applicable rules and

- Euro Accident has received all necessary information.

The insurance comprises all persons within the agreed group, provided that they are insurable, possibly upon approval by Euro Accident of health information and/or physical examination and that they are registered with Euro Accident at the time the insurance comes into force.

Changes to an existing insurance policy will take effect on the 1st of a month and at the earliest in the month after Euro Accident has received the signed request. Salary adjustments take effect as of the requested date or at the earliest on the date Euro Accident becomes aware of the salary adjustment.

If, under the current rules, Euro Accident may request satisfactory health information and/or a physical examination, and as a result of this one or more individual insurance policies can only be taken out with reservations, subject to clause and/or increased premium, the insurance will be created with the stated reservations once Euro Accident has processed the information. The insurance will then take effect from the date of entry into the corporate insurance scheme.

1.9.2.1 New members in the group after creating the company insurance agreement

New members of the group are covered by the insurance from the time they join the group provided that:

- The insurance application is received less than one month before and no later than three months after the time of entry into the group
- The insurance may be taken out under the current rules and
- Euro Accident has received all necessary information.

If the insurance application is received more than three months after the date on which the insured joined the group, the insurance will take effect retroactively, but not by more than three months from and including the date on which the application was submitted to Euro Accident, provided that the insurance can be established under the current rules and that Euro Accident has received all necessary information.

The employer is responsible for enrolling the employee in the Euro Accident corporate insurance agreement. If the employer does not enrol the employee, the employee will not be covered by the corporate insurance agreement.

1.10 Premium

1.10.1 Premium calculation

The premium is fixed at the commencement of the insurance. If the insurance is increased, the premium will be increased accordingly. Premiums for subsequent premium periods shall be calculated every year on 1 January, unless otherwise stated in the insurance agreement. Premiums for subsequent premium periods may be increased in addition to indexation.

1.10.2 Premium payment

The premium must be paid in full at the time and by the method stated by Euro Accident. Euro Accident has the right to offset and refund any under- or overpaid premiums.

Failure to effect timely and correct payment of the premium entitles Euro Accident to terminate the insurance under the provisions of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler).

Euro Accident is entitled to charge an administration fee as well as penalty interests and other costs associated with non-payment of the insurance.

If a termination takes effect, the insured/policyholder is entitled to resume the insurance the provisions of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler).

If the first premium is not paid within one week from the date of notice (first payment deadline), the insurance will not come into force.

If the premium received cannot cover the payment of the insurances, the insurances may be reduced or cancelled.

Payment from the insurance policies requires that the premium for the insurance policies has been paid as agreed. Furthermore, for Loss of earning capacity insurance, the insurance is also valid until the end of the waiting period.

1.10.3 Premium waiver

No premium is payable on the insurance if the insured is entitled to benefits on loss of earning capacity from Euro Accident.

1.10.4 Leave

The rules for leave only apply to corporate insurance agreements.

It is a condition for re-entry into the agreement that the leave/parental leave has not lasted longer than 18 months and that the insured has full working capacity at the time of re-entry. If the application for re-entry is submitted more than three months after the insured has returned to work, Euro Accident may request new health information/a new physical examination if this may be requested in connection with the establishment of a new similar policy.

If the leave/parental leave has lasted more than 18 months, the insured shall apply for a new insurance and possibly provide new health information/undergo a new physical examination if this is a requirement on establishment of a new similar insurance policy.

1.10.4.1 Maternity & parental leave

The policyholder or the insured is obliged to inform Euro Accident of the period of maternity or parental leave.

Premiums can still be paid during maternity or parental leave. If premium payment stops during maternity or parental leave, the insurance cover (grace period) is maintained for up to 52 weeks. After the end of the leave, the insured can rejoin the insurance as before the maternity or parental leave by resuming payment.

1.10.4.2 Other leave

For other leaves, you must continue to pay to the insurance coverage.

1.11 Termination of insurance

1.11.1 Termination

The insurance terminates without notice at the end of the month in which the insured reaches the agreed expiry age.

The insurance shall also terminate when:

- The premium has not been paid when due, see clause 1.10.2
- The insured person no longer has any earned income, or
- In the event of the insured's death.

If the insurance was established under a corporate insurance agreement, it shall also terminate when:

- The corporate insurance agreement terminates (e.g. by cancellation, bankruptcy or reconstruction) or
- The insured's affiliation with the group covered by the company insurance agreement terminates, for example in case of resignation.

If the affiliation of the insured with the group terminates or if the corporate insurance agreement terminates, the insured may be entitled to take out a continuation insurance on private terms and private premium after further agreement with Euro Accident under the provisions in clause 1.11.4.

1.11.1.1 Deferment in the event of resignation

In the event of resignation, the insurance is maintained for up to three months. If the insured becomes covered by similar cover as part of a new employment relationship, either with Euro Accident or another insurance company, the deferral will cease immediately. The insured is obliged to inform Euro Accident that the insured has become covered by similar insurance. The health insurance is

not covered by deferment on termination of employment. However, see clause 1.3.2 in the insurance terms and conditions for the health insurance.

This section only applies to mandatory corporate insurance agreements.

1.11.2 Termination with notice

Corporate insurance agreement

When the insurance is set up through an employer, it is part of the terms of employment and cannot be terminated individually by the policyholder.

If the employer is the policyholder, the corporate insurance agreement can be terminated with three months' notice to end on the first of a month, unless otherwise agreed.

Euro Accident may terminate the corporate insurance agreement with three months' notice to expire on the first of a month, unless otherwise agreed.

Insurance contract

An insurance policy set up as a voluntary or private agreement can be cancelled by the policyholder or Euro Accident with one month's notice to terminate on the first of a month, unless otherwise agreed.

1.11.3 Pledging and borrowing against security

The insured's rights under the insurance agreement may not be disposed of, pledged or otherwise be subject to legal proceedings without approval from Euro Accident.

The insured's rights do not involve any cash payment (surrender value) on withdrawal from the insurance agreement.

1.11.4 Option to continue insurance upon termination

Subject to agreement with Euro Accident, the insured may receive an individually customised offer to continue the insurance if the corporate insurance agreement or the insured's affiliation with the group under the corporate insurance agreement terminates before the agreed expiry date. The agreement to continue the insurance must be concluded within three months after the termination of the corporate insurance agreement.

The insurance will be set up on special private terms and premiums, and the insurance may have different terms than those previously applicable. The premium is determined on the basis of Euro Accident's tariff for private insurance and may be higher than the premium in the insurance contract that the insured has previously been covered by.

1.12 Exclusions and restrictions

1.12.1 What are the obligations of the insured/policyholder

Euro Accident may request information from the policyholder and/or the insured in connection with the establishment, administration, expansion and renewal of insurance policies and in connection with claims and payments.

The policyholder and/or the insured must provide Euro Accident with the following information as soon as possible:

- Information about qualifying earned income and changes to it, including income from self-employment
- Information about new hires/termination of employment, reorganisation or bankruptcy
- Information about the insured person's incapacity for work
- Information about other changed circumstances that may affect the insurance, and
- Information about the amount of the pension insurance premium to be covered by the waiver of premium insurance and changes in the amount.

If the policyholder/insured fails to provide this information in due time, the information shall not take effect until the date on which Euro Accident obtains knowledge of the information.

1.12.2 Incorrect or incomplete information in connection with the establishment of insurance policies and filing of notifications of claims

If the policyholder or the insured provides incorrect or incomplete information in connection with the application, the provisions in sections 4-10 of the Danish Insurance Contracts Act shall apply. This also applies in connection with changes, expansions and renewal of the insurance.

If incorrect or incomplete information is provided, this may result in the insurance being cancelled in whole or in part. This means that the insurance may be completely or partially invalid or that cover may be reduced to the size it would have been if correct and complete information had been provided.

If the policyholder or the insured fraudulently provides incorrect or incomplete information in connection with notification, processing and administration of claims, Euro Accident is entitled to terminate the insurance. Euro Accident is also entitled to demand that the insured repay insurance amounts that have been paid out mistakenly.

1.12.3 Intent and gross negligence

If the insured has caused damage or exacerbated its consequences intentionally or through gross negligence, the compensation may lapse or be reduced in under sections 18-20 of the Danish Insurance Contracts Act.

However, suicide is covered when the insurance has been in force for 12 months. For mandatory corporate insurance agreements of more than five people, suicide is covered from the entry into the insurance agreement.

1.12.4 Criminal acts

Insurance benefits may be reduced or lapse if the incapacity for work arose in connection with acts carried out by the insured that may be punishable by prison under Danish law.

This clause does not comprise compulsory corporate insurance agreements of more than five people.

1.12.5 Certain contagious diseases and/or epidemics/pandemics

The insurance shall not cover damage that is caused wholly or partially, directly or indirectly, by or is a consequence of or has been exacerbated by an epidemic/pandemic or disease announced by the World Health Organisation (WHO) or similar encompassed by the Epidemic Act and its associated executive orders.

This clause does not comprise mandatory corporate insurance agreements of more than 5 persons.

1.12.6 Force Majeure

The insurance shall not cover damage that arises during earthquakes or other natural disasters unless it is established that the damage is not due to such occurrences.

This clause does not comprise mandatory corporate insurance agreements of more than 5 persons.

1.12.7 Exclusions in case of war, terrorism and other increased danger

The insurance shall not cover incidents related to war, warlike political unrest or terrorism, armed conflict or the like in countries or areas outside Denmark. If the insured resides in countries or areas outside Denmark where war, warlike political unrest, armed conflict or the like erupts during the residence, the insurance is valid in the first four weeks, provided that the insured does not in any way participate in or report from the war, warlike political unrest or armed conflict. However, this does not apply to countries or areas that the Ministry of Foreign Affairs advises against travelling to at the time of departure due to war, war-like political unrest, armed conflict or the like.

In the event of a state of war or other increase in danger of a similar nature on Danish territory, special rules apply to insurance coverage and premium calculation. These rules can be found in Euro Accident's war risk regulations. The regulations can be obtained on request from Euro Accident.

The war risk regulations regulate access to the collection of extra premium, reduction of insurance cover or other. From the onset of the increase in danger, a prepaid extra premium may be charged,

a permanent reduction of the sum insured or other measures may be instated to cover damage caused during war or other increase in danger.

1.12.8 Release of nuclear power energy etc.

The insurance does not cover illness or accidents caused directly or indirectly by nuclear energy, radioactive forces, nor radiation from radioactive fuel and waste.

This clause does not comprise mandatory corporate insurance agreements of more than 5 persons.

1.12.9 Professional and dangerous sport

The insurance does not cover injuries sustained during participation in professional sports where payment is received. This applies irrespective of the fee and regardless of whether the payment is direct or indirect and applies to both injuries sustained during practice, participation in competition, participation in show without competition and all other activities that form part of professional sports.

The insurance does not cover injuries sustained during participation in dangerous sports, expedition or other dangerous activities such as martial arts, karate, boxing, diving with heavy equipment or at depths of more than 18 metres, stunts, parachuting, bungee jumping, gliding, hot air ballooning, hang gliding and other forms of flying than commercial flights, extreme skiing, climbing in mountains, on rocks, snow and ice, motorsports and activities at a height of more than 12 metres.

This clause does not comprise mandatory corporate insurance agreements of more than 5 persons.

1.13 Cover abroad

The insurance provides cover during stays abroad provided that the insured still has his/her permanent address in Denmark and is comprised by the national health service and is employed in a company with a Danish company registration number, unless the insured travels to countries or areas to which the Danish Ministry of Foreign Affairs advises against travelling.

1.14 Notification of claims, interest and time-barring

1.14.1 Notification of claims

Claims must be reported as soon as possible to Euro Accident in the way stated by Euro Accident.

Claims may be reported via Euro Accident's website or via the insured's customer portal at Euro Accident .

1.14.2 Supplementary information

At Euro Accident's request, the insured shall give consent to Euro Accident or another company acting on behalf of Euro Accident to obtain information from physicians, local authorities, insurance companies and other sources. At Euro Accident's request, the insured shall also undergo relevant physical examinations at Euro Accident's expense.

If the insured does not give consent or undergo relevant medical examinations, this may result in the claims handling being stopped without a decision or the payment of benefits being terminated.

1.14.3 Time of payment and addition of interest

The insurance benefits shall be paid no later than 14 days after the time when Euro Accident has received the information necessary to assess the claim and the size of the benefits.

If payment is effected later, interest shall accrue under section 24 of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler).

Beyond this, Euro Accident has no responsibility for delayed payments.

Interest does not accrue if the delay is owing to conditions under clauses 1.12.1 to 1.12.6.

1.14.4 Time-barring and lapse of claims

Claims for payment shall become time-barred under section 29 of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler).

If the insurance agreement has been terminated, or one or more insurance covers have lapsed, claims shall be raised against Euro Accident within 6 months after termination of the insurance agreement/covers. After this time, the right to payment for claims that have not been notified shall lapse.

1.15 Processing of personal data

Euro Accident is controller of the personal data provided to or collected by Euro Accident in connection with the conclusion and continuous administration of the insurance agreement. Information provided may be used to administer all covers under the insurance.

Euro Accident's privacy policy clarifies how Euro Accident collects and uses personal data and also describes what rights the data subject has. The privacy policy can always be found at Euro Accident's website www.euroaccident.dk.

1.16 Electronic communication

Communication between Euro Accident and the policyholder/the insured takes place digitally, including via email, through Euro Accident's administration system, e-boks and on Euro Accident's website. The insured can find insurance conditions, product information document (IPID), forms etc. on our website.

If the insured wishes to receive information in another way, the insured may contact our Customer Service.

In connection with establishment of the insurance, the policyholder/the insured shall state a valid e-mail address and continuously ensure that the stated e-mail address is valid.

1.17 Right of cancellation

The insured has a right of cancellation in accordance with sections 97 a and 119 a of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler). The insured shall give notification of cancellation no later than 30 days after the time when the insured has received the insurance terms or a link to the insurance terms.

1.18 Complaints

If the insured does not agree with Euro Accident's decision, the case can be reviewed again by the insured contacting the employee or department that handled the case.

Complaints manager

If the insured is not satisfied with the reassessment made, Euro Accident's complaints manager can be contacted for an impartial review of the case. The complaints manager can be contacted via klageansvarlig@euroaccident.com.

Insurance Complaints Board

If the insured has complained to Euro Accident and no agreement has been reached, the insured can complain to the Danish Insurance Complaints Board. The insured can read more about the Insurance Complaints Board, create an electronic complaint or print a complaint form via www.ankeforsikring.dk. A fee applies when appealing to the Insurance Complaints Board.

The insured may at the earliest bring the case before a court of law after a decision by the complaints manager at Euro Accident. This also applies, if the case has been processed by the Insurance Complaints Board.

Danish law and venue

Disputes in connection with the insurance agreement shall be settled by the Danish courts according to Danish law.