

Euro Accident Liv

General insurance terms

Applicable from 1 January 2023

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1 General terms

1.1 Scope of the terms

The terms in this clause apply to the cover specified 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 conditions for each of the above-mentioned covers, which apply together with these general insurance terms.

If there are discrepancies between the Danish and English insurance terms, then the Danish insurance terms apply.

1.2 Insurance terms and insurance certificate

The insurance terms apply to insurance policies taken out in Euro Accident Liv, 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 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

Income from paid work and income from own business, including:

- Fixed salary including holiday pay,
- Free board and lodging in accordance with the tax rules,
- Commission, bonus and the like, including holiday pay,
- Income from own business, including profit, remuneration and dividend.
- Remuneration for regular shift work, variable working hours, on-call service or urgent work, including holiday pay and other salary-based contributions.

Beneficiary

The person who is entitled to receive the sum insured on the death of the insured.

Owner

Owners include

- in companies which are not legal entities, all owners
- in partnerships and limited partnerships, all owners and
- in a public or private limited company, shareholders who individually or together with another shareholder, such as their spouse, parents or children, own at least one third of the shares in the company.
- spouse shall also include registered partner and cohabitant, see section 105 a (2) of the Danish Insurance Contracts Act (Lov om Forsikringsaftaler)

Any 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 or company 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 the policyholder 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 may take out voluntarily under an insurance agreement, or insurance that has not been taken out under a mandatory corporate insurance agreement.

Full capacity for work

Full capacity for work means the ability to carry out ordinary work without restrictions and that no form of wage compensation is paid by the employer, insurance companies, public authorities or the like. Wage compensation means all payments and contributions due to illness, incapacity for work, rehabilitation, employment rehabilitation and the like regardless of who is making the payment and whether payment is made directly to the insured or indirectly to the employer or others. 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 to compensate for the insured's full or partial incapacity for work.

If at some point, for example in connection with the filing of a claim, it is revealed that the insured did not have full capacity for work at the time when the policy was taken out, the insurance may be deemed to be fully or partially invalid or Euro Accident may be entitled to reduce any payments under the insurance. See clause 1.8.2.

Wage compensation

All payments and contributions resulting from accident, illness, incapacity for work, rehabilitation, employment rehabilitation and the like regardless of who is making the payment and whether payment is made directly to the insured or indirectly to the employer or others.

Employer

A permanently employed employee who is not an owner. Employees on trial period are considered permanently employed if the intention is for their position to be permanent. At the time when the policy is taken out, the employees must not be on leave or parental leave.

Hourly paid employees are as a main rule not included 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 according to the net price index of Statistics Denmark. The indexation takes place every year on 1 January on the basis of the development in the net price index at 1 October of the preceding year.

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 Insurance agreement

The insurance agreement consists of the insurance terms and the insurance certificate.

The insurance agreement also comprises information in the insurance application and provisions in Euro Accident's conditions for taking of the insurance.

Danish law shall apply to the insurance, including the Danish Insurance Contracts Act (Lov om Forsikringsaftaler) if it has not been derogated from in the provisions in the insurance agreement.

1.5 Corporate insurance agreement

The corporate insurance agreement is concluded between Euro Accident and a company, association, group or the like. The corporate insurance agreement includes, inter alia, provisions on the group of the insured under the agreement, joining and leaving the corporate insurance agreement and the scope of cover etc.

The provisions of the corporate insurance agreement are part of the insurance agreement. The insurance terms may be derogated from by provisions 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 agreement 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 aspects of the insurance agreement, including changes of terms and new terms.

Euro Accident is also entitled to change the conditions in all insurance terms with effect from the expiry of the current premium period. The terms may also be changed by Euro Accident during the premium period if this is necessary according to the legislation, common practice or the like.

Euro Accident may change the terms if

- it is necessary in order for Euro Accident to comply with the legislation, general practice or the like
- the basis of the calculation changes
- the change is not of great importance for products or insurance

Euro Accident notifies the policyholder of the new insurance terms with at least 30 days' notice before the change takes effect.

Euro Accident informs the insured of the new insurance terms if this is agreed with the policyholder. It may have been agreed with the policyholder that the policyholder notifies the insured of new insurance terms.

1.8 Rules for taking out and transferring insurance

1.8.1 General rules

The insurance policy may be taken out by persons from 16 to 66 years of age 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.

Persons who are unemployed cannot take out insurance.

Euro Accident's general rules for taking out insurance and the corporate insurance agreement may include additional provisions and restrictions.

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 medial and municipal information of any kind and 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 physical examination are stated in Euro Accident's rules for taking out insurance or the corporate insurance agreement.

If there is a requirement for health information and/or physical examination, the insurance policy may, at Euro Accident's discretion, be

- taken out on the usual terms,
- taken out with reservations, subject to clause and/or increased premium
- refused

There may also be a requirement for health information and/or physical examination in connection with increase in insurance benefits or other expansion of the insurance cover. If, in Euro Accident's assessment, satisfactory health information/physical examination cannot be provided/carried out, it is possible that the increase or change cannot be granted or can only be granted with reservations and/or increased premium.

If the policyholder or the insured provides incorrect or incomplete information, the insurance may be invalid or covers may be annulled or reduced, see clause 1.12.2.

For mandatory corporate insurance agreements, no health information is required if an increase in cover of less than 25% is requested as a result of marriage, divorce and custody of children if this is notified no later than three months after the occurrence of the event.

1.8.3 Transfer of insurance

The rules for transfer of insurance only apply to mandatory corporate insurance agreements with more than two employees/members where transfer takes place under the change of supplier agreement.

According to agreement, a similar insurance policy with another company may be transferred to Euro Accident at the same or lower level of cover than what was applicable with the former insurer for persons from 16 to 66 years of age who have their permanent address and officially registered address in Denmark and are entitled to Danish social security benefits, unless otherwise agreed.

It is a condition that the insured has full working capacity.

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 the current rules, and
- Euro Accident has received all necessary information

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 insurance policies can only be taken out with reservations, subject to clause and/or increased premium, these policies shall not become effective until the date on which reservation, clause and/or premium increase has been accepted by the insured and the policyholder.

1.9.2 Mandatory insurance

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

- the insurance may be taken out under the current rules, and
- Euro Accident has received all necessary information

The insurance comprises all persons in 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 when the insurance takes effect.

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, this shall be accepted by the insured and the policyholder. 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 taking out the company insurance

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

- the insurance application was received less than 1 month before and no later than 3 months after the time of entry in the group,
- the insurance may be taken out under the current rules, and
- Euro Accident has received all necessary information

If the insurance application was received more than 3 months after the time when the insured entered the group, the policy shall take effect retroactively, but not by more than 3 months from and including the day 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.

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. Premium for subsequent premium periods shall be calculated every year on 1 January based on the age, salary, chosen cover and/or size of insurance benefits of the insured and Euro Accident's rates. Premium for subsequent premium periods may be increased in addition to indexation.

1.10.2 Premium payment

The premium must be paid at the time and by the method stated by Euro Accident.

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 in this connection.

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

If the first premium is not paid within 1 week from the date of notice, the insurance ceases with immediate effect in accordance with Section 17(2) of the Insurance Contract Act.

1.10.3 Waiver of premium

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 and parental leave

The rules on leave only apply to corporate insurance agreements.

Premium may still be paid during leave and parental leave. If the payment of premium stops during the leave/parental leave, the insured may re-enter the insurance after the end of the leave/parental leave as before the leave/parental leave by resuming payment.

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/new physical examination if this may be requested in connection with 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.

1.11 Termination of insurance

1.11.1 Termination

The insurance ceases 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 has no longer any earned income, or
- when the insured has been on leave/parental leave for more than 18 consecutive months

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

- the corporate insurance agreement terminates or
- the affiliation of the insured with the group comprised by the corporate insurance agreement terminates

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 according to agreement with Euro Accident under the provisions in clause 1.11.4.

1.11.2 Termination with notice

Corporate insurance agreement

The policyholder may terminate the corporate insurance agreement at three months' notice to expire on the first day of a month, unless otherwise agreed.

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

Insurance agreement

An insurance policy taken out under a corporate insurance agreement may be terminated by the insured at one month's notice to expire on the first day of a month, unless otherwise agreed.

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

An insurance policy taken out as a private agreement may be terminated by the policyholder or Euro Accident at one month's notice to expire on the first day of a month, unless otherwise agreed.

1.11.3 Pledging and borrowing against security

The insured's rights under the insurance agreement cannot be disposed of, pledged or otherwise become the object of 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 Continuation insurance

The insured may take out continuation insurance according to agreement with Euro Accident if the corporate insurance agreement or the insured's affiliation with the group under the corporate insurance agreement ends before the agreed date of expiry. The agreement on continuation insurance must be concluded within three months after the expiry of the corporate insurance agreement and will be established as of the date of resignation.

The continuation insurance is taken out on special terms, and it may have other terms than the previously applicable terms. The premium is fixed on the basis of Euro Accident's rate for continuation insurance and may be higher than the premium for the insurance agreement being continued.

1.12 Exclusions and restrictions

1.12.1 Duty of disclosure

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 notification of claims and payment.

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

- Information on earned income and changes in earned income, including income from own business,
- Information on new employment/termination of employment,
- Information on the insured's incapacity for work,
- Information on other changed circumstances that may be of importance for the insurance, and
- With respect to the waiver of premium insurance, information about the size of the pension insurance premium to be covered by the insurance and changes to the size of this.

If the policyholder/the insured fails to notify 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 claim.

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

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

If the policyholder or the insured fraudulently provides incorrect or incomplete information in connection with notification of claim, processing and administration of claims Euro Accident shall be entitled to terminate the insurance. Euro Accident is also entitled to request that the insured repays the insurance amounts paid mistakenly.

1.12.3 Intent and gross negligence

If the insured has caused damage or exacerbated the effects of this intentionally or by gross negligence, the compensation may lapse or be reduced 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 5 persons, 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 mandatory corporate insurance agreements of more than 5 persons.

1.12.5 Certain contagious diseases and/or epidemics/pandemics

The insurance shall not cover damage that is caused wholly or partly, directly or indirectly by or is a consequence of or has been exacerbated by an epidemic/pandemic announced by the World Health Organisation (WHO) or a disease that is comprised by the Danish Act on Measures against Infectious and other Communicable Diseases (Lov om foranstaltninger mod smitsomme og andre overførbare sygdomme).

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 mass destruction

The insurance shall not cover events related to war, war-like 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, war-like political unrest, armed conflict or the like erupts during the residence, the insurance is valid in the first four weeks, provided that the insured in no manner participates in or reports from the war, the war-like political unrest or armed conflict. However, this does not apply to countries or areas to which the Danish Ministry of Foreign Affairs advises against travelling due to war, war-like political unrest, armed conflict or the like.

1.12.8 Nuclear accidents

The insurance does not cover illness or accidents caused directly or indirectly by a nuclear accident.

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

1.12.9 Professional and dangerous sports

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 notified as soon as possible to Euro Accident in the way stated by Euro Accident.

1.14.2 Supplementary information

At Euro Accident's request, the insured shall give consent for 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.

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 - 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 via Euro Accident's administration system, including information on change of insurance terms, cover etc.

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 is dissatisfied with a decision, the insured shall first request a review of the decision at Euro Accident. The request shall be submitted to the case manager at Euro Accident who made the decision or to the case manager's immediate superior.

Complaints manager

Euro Accident also has a complaints manager whom the insured may contact for help and an impartial review of the case. More information on the complaints manager may be found on Euro Accident's website www.euroaccident.dk.

Insurance Complaints Board

If the insured has complained to Euro Accident and no agreement has been reached, the insured may complain to the Insurance Complaints Board. There is no requirement that the complaint must first be processed by Euro Accident. Complaints to the Insurance Complaints Board shall be submitted to

Insurance Complaints Board

Anker Heegaards Gade 2

DK-1572 Copenhagen V

Telephone +45 33 15 89 00

Email: Ankeforsikring@ankeforsikring.dk

A fee is payable on the submission of complaints to the Insurance Complaints Board. The fee is refunded if the complaint is successful.

If the insured person is not satisfied with the Insurance Complaints Board's decision, the case can be referred to the ordinary courts.

Danish law and venue

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