

Terms of insurance for continuing insurance

The terms of insurance are valid as from 1 January 2016 and replace the previous terms of 1 January 2015

The following is a translation of an original Danish document. The original Danish document is the governing document for all purposes, and in case of any discrepancy, the Danish wording will be applicable.

Clause 1. Continuing insurance

Subclause 1. The terms of insurance apply to continuing insurances taken out with FG.

Clause 2. Contractual basis

Subclause 1. The continuing insurance agreement contains the general provisions regarding the insured person, entry in and exit from the continuing insurance and the scope of the insurance cover, etc.

Subclause 2. The insurance covers, insurance sums and expiry date of the continuing insurance cannot exceed those applicable to the group life agreement that qualifies the insured person to take out the continuing insurance.

The insured person may opt out of insurance covers, reduce insurance sums and change the expiration date at 30 days' notice on the last day of any quarter. Insurance covers cannot be opted into, insurance sums cannot be increased, and the policy period cannot be extended after the continuing insurance has been taken out.

Subclause 3. The continuing insurance may comprise the following insurance covers:

- a) Cover on the death of the insured person, including child's sum, cf. clause 6.
- b) Cover on disability (disability sum), cf. clause 7.
- c) Cover on critical illnesses, cf. clause 2, subclause 4.

Subclause 4. Critical illnesses are covered pursuant to FG's terms regarding: "**Cover on certain critical illnesses in connection with FG's group life agreements and terms of insurance**", which are provided as an addendum to continuing insurances covering critical illnesses.

Subclause 5. The insured person will not be entitled to cover under a waiver of premium clause in connection with loss of working capacity.

Clause 3. Definitions

a) *The insured person*

The person with whom FG has entered into the agreement on continuing insurance and whose life is insured under the continuing insurance.

b) *The policy period*

The policy period comprises the period from the inception date of the continuing insurance until the insured person's exit of the insurance in accordance with the provisions of the continuing insurance.

c) *Cohabitation/cohabitant*

Cohabitation comprises both cohabitation between persons of the same sex and cohabitation between persons of different sexes where there is no impediment to marriage.

d) *Marriage/spouse*

Marriage/spouse also comprises registered partnership/registered partner.

Clause 4. Inception

Subclause 1. Continuing insurance must be taken with FG no later than 6 months after the exit of a group life agreement that entitles the insured person to take out continuing insurance. After this deadline, the right to take out

continuing insurance with FG expires.

Subclause 2. From the exit of the group life agreement and until the continuing insurance takes effect, cf. subsections 5 and 6, the continuing insurance does not cover the insured person.

Subclause 3. Taking out a continuing insurance does not require any health declaration.

Subclause 4. FG may require documentation showing which group life agreement the insured person was most recently covered by.

Subclause 5. The insurance cover will take effect at the date when FG receives the insured person's written acceptance of the continuing insurance provided that FG can approve the continuing insurance without any reservation, unless a later inception date has been agreed.

Subclause 6. If the continuing insurance is not taken out with insurance cover immediately after the expiry of the group life insurance, the continuing insurance will not take effect with insurance cover and payment of premium until 3 months after FG has accepted the continuing insurance.

Subclause 7. The continuing insurance will expire on the date stated in the insurance notice. Moreover, the continuing insurance will expire if the insured person terminates the insurance in writing or if payment of premium is not made, cf. clause 10.

Clause 5. Exempted risks

Subclause 1. In the event of war, civil commotions, riots or other increase of risk of similar nature on Danish soil, the insurance cover will be terminated. Based on recommendation from the Danish Financial Supervisory Authority, the minister responsible will decide whether the event can be considered to have occurred, and if so, the minister will also specify the dates when the increase of risk commenced and ended.

Subclause 2. Abroad, the continuing insurance does not cover disability or death caused by active participation in war, riots or similar situations.

Clause 6. Payment on the death of the insured person

Subclause 1. The insurance sum on death is paid out if the insured person passes away during the policy period, cf. clause 3 b.

Subclause 2. Unless otherwise specifically communicated to FG by the insured person, the insurance sum on death will be paid out to the insured person's "next of kin" in accordance with the rules in section 105 a of the Danish Insurance Contracts Act (forsikringsaftaleloven). "Next of kin" includes the insured person's spouse, a cohabitant meeting the requirements laid down in subclause 3, children, heirs according to testament or heirs under the Danish Inheritance Act.

Subclause 3. The cohabitant must live together with the insured person at the same address and 1) expect, have or have had a child with the insured person, or 2) have lived together with the insured person as husband and wife at the same address for the last two years prior to the death.

Clause 7. Payment of disability sum

Subclause 1. The disability sum is paid out if the insured person's working ability is assessed to have been permanently reduced to a third or less due to illness or accident during the policy period. If the insured person can increase his or her working ability to exceed the above-mentioned limit by means of medical treatment, retraining, rehabilitation or education, the conditions for payment are not met.

Subclause 2. The decrease in working capacity is assessed by FG taking into consideration the insured person's health based on a medical evaluation. FG is entitled to obtain information from general practitioners who are treating or have treated the insured person and to have a general practitioner chosen by FG examine the insured person.

Subclause 3. The payment includes the disability sum applicable at the date at which the insured person's working capacity was assessed to have been permanently reduced to the extent described in subclause 1.

Subclause 4. The right to receive the disability sum will be terminated upon the death of the insured person unless the insured person has submitted a written request for payment to FG and provided that the insured person met the conditions described in subclause 1 at the date of submission.

Subclause 5. If the continuing insurance has expired, a written request for payment is to be presented to FG no later than six months after the expiry of the policy period, cf. clause 3 b. Upon expiry of this time limit, the right of payment of the disability sum for an unreported disability will lapse.

Subclause 6. When the disability sum has been paid out, the insured person's right to additional payments of disability sums will be terminated.

Clause 8. Termination of the continuing insurance

Subclause 1. The continuing insurance may be terminated by the insured person at 30 days' notice to expire on the first day of any month.

Subclause 2. FG may change the insurance conditions and rates at three months' notice to expire on the last day of any calendar year.

Subclause 3. In connection with changes of the insurance conditions and changes in rates causing higher premiums, the insured person is entitled to terminate the continuing insurance at 30 days' notice when the cancellation takes place within 30 days after the notice of the change.

Clause 9. Right of cancellation

Subclause 1. The insured person may make use of the right of cancellation within a 30-day time limit.

Subclause 2. Time begins to run from the date when the insured person receives documentation of the continuing insurance in the form of insurance notice showing covers, premium, etc. However, time begins to run no earlier than at the date when the insured person receives confirmation that the continuing insurance has been taken out.

Subclause 3. If the last date for exercising the right of cancellation is a public holiday, a Saturday, a Sunday, Constitution Day, 24 December or 31 December, the time limit will expire on the following weekday.

Subclause 4. If the insured person want to exercise the right of cancellation, the insured person must inform FG hereof in writing.

Subclause 5. If the insured person has exercised his or her right of cancellation, insurance events occurring between the date when the insurance was taken out and the date when the right of cancellation was exercised are not covered by the continuing insurance.

Clause 10. Payment of premium and calculation of premium

Subclause 1. The premium is fixed for one year at a time. The premium (tariff rate) is determined based on the insured person's age and FG's rates reported to the Danish Financial Supervisory Authority.

Subclause 2. The premium falls due for prepayment each quarter. The premium and due date of payment are stated in the insurance notice.

Subclause 3. If the first premium payment is not made within 14 days after the due date, the continuing insurance will be terminated, and thus, FG's responsibility will lapse effective from the inception date.

Subclause 4. If a subsequent premium payment is not made within 21 days after the due date, FG will send a reminder. The reminder states that the continuing insurance will be terminated if the premium is not paid within the time limit stipulated in the reminder.

Subclause 5. Premium payments can only be made via Betalingservice (payment clearing service). If the premium has not been paid at the due date, the above rules apply so that FG will send a demand note in connection with the first premium payment, cf. subclause 3, and a reminder in connection with subsequent premium payments, cf. subclause 4.

Subclause 6. No premium is paid for the 3-month period without insurance cover mentioned in clause 4, subclause 4.

Subclause 7. FG will withhold the premium payment made for the period subsequent to the compensation date unless the insured person still has the right to coverage.

Subclause 8. In case of death, FG will repay the premium payment made for the period subsequent to the date of death to the insured person's estate.

Clause 11. Direct and indirect taxes

Subclause 1. The continuing insurance is taken out as a life insurance with no right of deduction.

Subclause 2. Insurance sum payments are not subject to tax, but FG may be under a legal obligation to withhold indirect taxes.

Clause 12. General rules

In connection with any payment made, FG is entitled to request presentation of any documentation that FG finds necessary.

Clause 13. Disposition

Subclause 1. The insured person's rights under the continuing insurance agreement cannot be sold, charged or in any other way be made the object of trade or legal action.

Subclause 2. The insured person's rights under the continuing insurance agreement do not imply any claim for cash compensation (surrender value) upon exit of the continuing insurance.

Clause 14. Governing law and complaint procedure

Subclause 1. The general provisions on insurance contracts under Danish law and Danish legislation in general will apply unless specifically derogated from by provisions in the continuing insurance agreement.

Subclause 2. FG is affiliated with Ankenævnet for Forsikring (the Danish Insurance Complaint Board), which handles complaints from consumers regarding insurance matters.

Subclause 3. Complaints to the Complaint Board are to be submitted on a special complaint form. The form may be obtained by contacting FG, the secretariat of the Complaint Board, Forbrugerrådet (the Danish Consumer Council) or Forsikringsoplysningen.

Subclause 4. When the complaint is submitted, a fee determined by the Complaint Board must be paid. If the complaint is upheld or partially upheld, the Complaint Board will repay the fee.