

Conditions of group life insurance

**These insurance conditions are effective from 1 January 2021
and replace the previous conditions of 1 January 2020**

The following is a translation of an original Danish document. The original Danish language version is the governing text for all purposes, and in case of any discrepancy, the Danish language version will prevail.

1. Insurance contract

(1) The insurance contract comprises the group life contract and the insurance conditions described below.

(2) These insurance conditions may be derogated from in the provisions of the group life contract and agreed upon between FG and the policyholder, cf. clause 3(d).

(3) The Danish Insurance Contracts Act (Lov om forsikringsaftaler) applies as a supplementary contractual basis if the Act has not been derogated from in the provisions of the insurance contract.

2. Group life contract

(1) The group life contract contains the general provisions regarding persons insured under the group life contract ("group members"), their enrolment in and withdrawal from the contract and the scope of the insurance cover, etc.

(2) The group life contract may comprise the following:

- (a) Cover on the death of the group member, cf. clause 7.
- (b) Cover in the event of disability of the group member, cf. clauses 8 and 9.
- (c) In the event of the group member's retirement due to age, cf. clause 10.
- (d) Cover in the event of the death of the group member's spouse (spousal cover), cf. clause 11 A.
- (e) Cover in the event of critical illness of the group member, cf. subclause (3).
- (f) Cover in the event of critical illness of the group member's spouse cf. subclause (3) and clause 11 B.
- (g) Cover in the event of critical illness of children of the group member, cf. subclause (4) and clause 3(b).
- (h) Cover in the event of the death of children of the group member, cf. subclause (4) and clause 3(b).
- (i) Cover in the event of type 1 diabetes of children of the group member, cf. subclause (4) and clause 3(b).

(3) Critical illnesses are covered pursuant to FG's provisions on:

"Cover for certain critical illnesses".

(4) Critical illnesses of children, death of children and children's type 1 diabetes are covered pursuant to FG's provisions on: **"Children's cover for certain critical illnesses".**

3. Definition of terminology used in the insurance contract

(a) *Children covered by a children's lump sum/children's annuity* The group member's biological children and adopted children and the spouse's biological children and

adopted children. A cohabitant's biological children and adopted children rank equally with those children when the conditions under clause 4 are met.

It is a condition that the group life contract contains provisions on payment of a children's lump sum/children's annuity.

The entitlement to children's lump sum/children's annuity benefits for a child who is not the biological child or adopted child of the group member ceases upon legal separation or divorce or when a cohabitation covered by clause 4 is regarded as discontinued.

This entitlement is not affected if the marriage/cohabitation terminates due to death. The entitlement to children's lump sum/children's annuity benefits under spousal cover takes effect and ceases pursuant to the provisions in clause 11 A.

(b) Children covered in the event of critical illness, death and type 1 diabetes.

The group member's biological children and adopted children and the spouse's/cohabitant's biological children and adopted children.

It is a condition that the group life contract contains provisions on payment of a lump sum in the event of the child's critical illness, cover in the event of the child's death and/or cover in the event of the child's type 1 diabetes.

It is a condition for cover of the spouse's/cohabitant's biological children or adopted children that the spouse/cohabitant and the child live with the group member at the same address on the date of the diagnosis of the child's critical illness/the date of the child's death, and that they have done so for at least six (6) months prior to the date of diagnosis or death.

The right to payment ceases upon legal separation or divorce.

(c) The insured

The group member on whose life and health the insurance is taken out, or the group member's spouse/cohabitant or child if it has been agreed that the insurance policy will cover these persons.

(d) The policyholder

The company, association, organisation or similar with which FG has entered into the insurance contract.

FG may enter into agreements with the policyholder on all matters regarding the insurance agreement, and such agreements will be fully binding on the group members.

However, the individual group member, cf. para (f), is entitled to agree on individual terms and conditions with FG regarding beneficiaries.

(e) Policy period

The policy period comprises the period from the enrolment of the group member's co-insured spouse/cohabitant/child in the group life contract until withdrawal from the contract in accordance with the provisions of the insurance contract or due to the termination of the group life contract, or individually according to agreement.

(f) Group members

The persons who, according to the group life contract between FG and the policyholder, have enrolled in the group life contract as holders of the agreed insurance cover.

(g) Cohabitation/cohabitant

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

(h) Marriage/spouse

This also covers registered partnership/registered partner.

4. Cohabitation in connection with spousal cover/children's lump sum/children's annuity

(1) A cohabitant of the group member is covered by group life spousal cover, and the cohabitant's biological children and adopted children are covered by a group life children's lump sum/children's annuity if the conditions in (2) are met.

(2) The cohabitant must live with the group member at the same address, and 1) be expecting, have or have had a child with the group member, or 2) have lived with the group member in a marriage-like partnership at the same address for the two years prior to death.

5. Commencement of cover

(1) Commencement of insurance cover under the group life contract is conditional on disclosure of – in FG's opinion – satisfactory risk information, including information about the person's state of health. The conditions are disclosed in the group life contract together with the conditions for amendments to the agreed insurance cover.

(2) The insurance cover commences once FG has unconditionally approved the group life insurance, unless another effective date has been agreed upon.

(3) The legal consequences of the policyholder or the insured providing FG with wrongful information on enrolment in the insurance contract or on amendment of the insurance cover are specified in sections 4-10 of the Danish Insurance Contracts Act.

6. Exempted risk

(1) In the event of war, civil unrest, riots or other increase in risk of a similar nature on Danish soil, the insurance cover will be terminated. Based on a recommendation from the Danish Financial Supervisory Authority, the minister responsible determines whether the state in question is regarded as having occurred and, if so, the dates to be applied for commencement and expiry of the increase in risk.

(2) Outside Danish territory, the group life insurance does not cover disability or death caused by active participation in war, riots or similar situations.

7-11. Special provisions for group life contracts comprising payment on death, disability, retirement age or spouse's death/critical illness

The provisions of clauses 7-11 only apply if the group life

contract states that one or more of these insurance benefits have been agreed upon.

7. Payment on the death of the group member

(1) Death benefit is paid out if the group member dies during the policy period, cf. clause 3 (e). The group life contract describes the effect on the death benefit of any payments made due to the disability, critical illness or age of the group member.

(2) Unless otherwise explicitly disclosed to FG by the group member, or described in the group life contract, death benefit will be paid to the group member's 'next of kin' pursuant to the rules in section 105 (a) of the Danish Insurance Contracts Act (forsikringsaftaleloven), provided that the group member enrolled in the group life contract after 1 January 2008. 'Next of kin' includes the group member's spouse, a cohabitant who meets the requirements laid down under subclause (3), children, beneficiaries under a will or beneficiaries under the intestacy rules.

If the group member enrolled in the group life contract prior to 1 January 2008, a cohabitant is only considered 'next of kin' if agreed with the group member or the policyholder.

(3) The cohabitant must live with the group member at the same address, and 1) be expecting, have or have had a child with the group member, or 2) have lived with the group member in a marriage-like partnership at the same address for the two years prior to death.

(4) The right to death benefit ceases if no beneficiary has been designated in the special beneficiary clause or in the beneficiary clause of the group life contract, or if there is no beneficiary under a will or under the intestacy rules.

(5) If the death benefit comprises children's lump sum/children's annuity, cf. clause 3(a), these benefits will be paid out as laid down in the group life contract.

8. Payment of disability lump sum

(1) A disability lump sum is paid out if the insured's earning capacity is assessed to be impaired according to the specific provisions of clause 8 A or 8 B.

(2) It is a condition that the group life contract contains provisions on payment of a disability lump sum. The group life contract specifies whether payouts are based on the provisions in clause 8 A or in clause 8 B.

8 A. Payment of disability lump sum in the event of permanent loss of earning capacity

(1) The disability lump sum is paid out if the group member's earning capacity is assessed to have been permanently reduced to half or less, or depending on the group life contract to a third or less, due to illness or accident during the policy period.

If the group member is able to bring his or her earning capacity above the above-mentioned limit by means of medical treatment, retraining, rehabilitation or education, the conditions for payment are not met.

(2) The reduction of earning capacity is assessed by FG, taking into consideration the group member's general state of health based on a purely medical evaluation. FG is entitled to obtain information from general practitioners who are treating or have treated the group member and to have the group member examined by a general practitioner chosen by FG.

(3) The amount paid out is equal to the disability lump sum applicable on the date on which the group member's earning capacity was assessed to be permanently reduced to the extent described under subclause (1).

(4) The right to receive the disability lump sum ceases upon the death of the group member, unless a prior written request for payment has been submitted to FG, and provided that the group member met the conditions described under subclause (1) on the date of filing the request.

(5) If a group member has withdrawn from the group life contract or if the group life contract has terminated due to cancellation or for other reasons, a written request for payment must be presented to FG within six (6) months of expiry of the policy period, cf. clause 3(e). On expiry of this deadline, the right to payment of the disability lump sum for a disability that has not been reported will cease.

(6) Once the agreed disability lump sum has been paid out, the group member's entitlement to further payment of a disability lump sum will cease.

8 B. Payment of disability lump sum in connection with a rehabilitation programme and incapacity benefits/senior pension

(1) If the group member is awarded state incapacity benefits or senior pension, the disability lump sum applicable at the time of the award will be paid out.

(2) If the group member is approved for a rehabilitation programme (*ressourceforløb*) with associated benefits, half of the disability lump sum will be paid out when the following conditions are met:

- The group member is approved for a rehabilitation programme, with associated benefits, lasting not less than 12 months;
- The group member has received rehabilitation benefits for six (6) consecutive months; and
- Approval for the rehabilitation programme is granted during the policy period.

The amount paid out is equal to half of the disability lump sum applicable on the date on which the group member has received rehabilitation benefits for six (6) months. The remainder of the disability lump sum, which is applicable at the time of payout of half of the sum, will be paid out if the group member is awarded state incapacity benefits or senior pension.

(3) The entitlement to payment of the disability lump sum ceases upon the death of the group member, unless a prior written request for payment has been submitted to FG, and provided that the group member met the conditions described under subclause (1) or (2) on the date of filing the request.

(4) If a group member has withdrawn from the group life contract, or if the group life contract has terminated due to cancellation or for other reasons, a written request for payment must be presented to FG within six (6) months of expiry of the policy period, cf. clause 3(e). On expiry of this deadline, the entitlement to payment of the disability lump sum for a disability that has not been reported will cease.

(5) Payment of half of the disability lump sum, cf. subclause (2), may only be made once and results in a corresponding reduction of the agreed disability lump sum. Once the agreed disability lump sum has been paid out, the group member's entitlement to further payment of a disability lump sum will cease.

9. Payment of disability annuity

(1) The disability annuity is paid out if, during the policy period, it is assessed that the group member's earning capacity is reduced due to illness or accident to half or less, or to a third or less, depending on the group life contract.

(2) Earning capacity is considered reduced according to subclause (1) if, in FG's opinion, the insured is no longer able – assessed based on the group member's present state of health, education and former employment – to earn more than a third of the usual salary for persons fully fit for work and of similar education and age.

In the initial assessment of the group member's reduction in earning capacity, the reduced capacity is assessed based on the group member's current occupation. If FG assesses that the group member cannot return to his or her current occupation within 18 months after the first sick day, general earning capacity is assessed. General earning capacity refers to capacity for work both in the group member's current occupation and in other occupations.

FG is entitled to obtain information from general practitioners who are treating or have treated the group member and to have the group member examined by a general practitioner chosen by FG.

(3) Disability annuity benefits are paid out from the date on which earning capacity has been reduced for three (3) consecutive months; however, no earlier than from the date on which a written request for payment is submitted to FG. Annuity benefits are paid out monthly in advance to the group member, unless otherwise specified in the group life contract.

(4) Payment ceases when the group member recovers ability to work to an extent whereby the specified conditions for payment are no longer present; however, no later than on the date on which the group member reaches the age of expiry stated in the group life contract.

(5) If a group member has withdrawn from the group life contract, or if the group life contract has terminated due to cancellation or for other reasons, a written request for payment must be presented to FG within six (6) months of expiry of the policy period, cf. clause 3(e). On expiry of this deadline, the right to payment of disability annuity benefits for a disability that has not been reported will cease.

10. Payment of retirement pension as a maturity benefit

(1) A group life contract that includes a maturity benefit to be paid out on expiry of the contract only entitles the group member to payment of the agreed maturity benefit if he or she enrolled in the group life contract before reaching the age of 60.

(2) The maturity benefit is paid out to the group member when he or she reaches the age – between 60 and 70 – at which the group life contract expires.

11 A. Payment of spousal cover

(1) Death benefit is paid out if the group member's spouse dies during the policy period.

(2) If the marriage is ended as a consequence of legal separation or divorce, the right to payment upon the death of the spouse ceases on the date of the legal separation or divorce.

(3) If the marriage ends due to the death of the group member before the spouse, the right to payment upon the death of the spouse ceases 30 days after the death of the group member.

(4) If the group life contract comprises a children's lump sum upon the death of the spouse, this will be paid out as specified in the group life contract.

(5) Payments upon the death of the spouse are made to the group member. Payments made after the death of the

group member, cf. (3), are made to the group member's next of kin.

(6) The spouse cannot effectively revoke or change the provisions of the group life contract regarding beneficiaries under the spousal cover.

(7) The conditions stated above under subclauses (4), (5) and (6) also apply to cohabitation if the rules in clause 4 are met.

11 B. Payment in the event of critical illness of the group member's spouse

(1) Insurance benefits are paid out to the group member's spouse when he or she is diagnosed with a critical illness, cf. clause 2(3), during the policy period.

(2) The right to payment ceases if the marriage is ended due to legal separation or divorce.

(3) If the marriage ends due to the death of the group member before the spouse, the right to payment ceases 30 days after the death of the group member.

(4) The conditions stated above also apply to cohabitation if the rules in clause 4 are met.

12. Waiver of premium

(1) If waiver of premium is included in the group life contract, cover in the event of death, disability and critical illness and spousal cover stated in the group life contract may be maintained without payment of premium if the group member withdraws from the group life contract due to the medical reasons that, according to clause 9, entitle the group member to payment of disability annuity benefits. Waiver of premium may be maintained for up to three (3) years or until expiry of the policy period, depending on the group life contract.

(2) The right to waiver of premium is effective from the withdrawal date and ends after three (3) years on expiry of the term of the policy or at the earlier date when the conditions for waiver of premium specified under subclause (1) are no longer met or the group member reaches the age of expiry specified in the group life contract.

(3) If the policyholder is an association or an organisation, the right to waiver of premium does not take effect until the date on which incapacity for work has lasted at least three (3) months, and provided that the group member is still covered by the group life contract at this time.

(4) A group member's/cohabitant's incapacity for work does not give the right to waiver of premium for the coverage defined in clauses 11 A and 11 B.

(5) A spouse/cohabitant who has enrolled in the group life contract is not entitled to waiver of premium in the event of incapacity for work.

(6) If a group member has withdrawn from the group life contract, or if the group life contract has terminated due to cancellation or for other reasons, a written request for payment must be presented to FG within six (6) months of expiry of the policy period, cf. clause 3(e). On expiry of this deadline, the right to payment of the disability lump sum for a disability that has not been reported will cease.

13. Continuing insurance

A group member is entitled to take out continuing insurance with FG without having to provide his or her medical history.

The conditions of continuing insurance are described in FG's "**Conditions of continuing insurance**".

14. Non-contributory cover during leave of absence

(1) During statutory leave of absence or other leave of absence, insurance cover may be maintained without payment of premium according to agreement with the policyholder.

15. Termination of the insurance contract

(1) The insurance contract may be terminated by both the policyholder and FG with three (3) months' notice, such notice expiring at the end of a calendar year.

(2) FG may change the insurance conditions and rates with three (3) months' notice, such notice expiring at the end of a calendar year.

(3) In the event of any changes to insurance conditions and rates that lead to higher premiums for the group life contract, the policyholder is entitled to terminate the insurance contract with 30 days' notice, provided that notice of termination is given within 30 days of notification of the change.

16. Payment and calculation of premium

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

(2) The premium falls due for payment on the first day of each agreed-upon premium payment period. If a premium is not paid, the insurance cover will be terminated within a specified time limit after a reminder has been sent.

17. Indexation

If indexation has been agreed upon, the specified basic sums insured will be increased annually on 1 January. The increase is proportionate to the increase in Statistics Denmark's wage index for the private and public sectors (ILON 12, 22 and 32). The increase in the private sector is weighted at 50%, while the increase in the government and municipal sectors are weighted at 25% each. The index from the first quarter two years before to one year before the policy year indicates the increase. If the index decreases, the insurance sum obtained before the decrease is maintained.

18. Bonus

Bonus is awarded according to the applicable bonus regulations reported to the Danish Financial Supervisory Authority. When calculating bonus, costs and guarantee premium, etc. are deducted from the premium paid by the group. The amount of the costs and guarantee premium, etc. is determined by FG in accordance with the bonus regulations.

19. Direct and indirect taxes

Pursuant to legislation, FG may be obligated to withhold direct and indirect taxes on payments received and made.

20. General rules

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

This documentation may also be requested as a prerequisite for waiver of premium – or continued maintenance thereof – in accordance with the conditions of clause 12.

(2) The group life contract may contain conditions regarding payment of insurance benefits in instalments over at least ten (10) years upon the death or disability of

the group member. Upon the death of the group member, the remaining instalments will be paid out according to the instructions in clause 7(2).

21. Right of control

(1) The rights of the group members may not be sold, charged or in any other way made the object of trade or legal action.

(2) The group members' rights under the insurance contract do not imply any claim for cash compensation (surrender value) at the time of withdrawing from the life contract.

22. Governing law and complaint procedure

(1) This insurance contract is subject to the general provisions of Danish law on insurance contracts and Danish legislation in general to the extent that such legislation is not derogated from by any provisions of the

insurance contract.

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

(3) Complaints to the Insurance Complaints Board must be filed using a special complaint form. The form is available from FG, the Insurance Complaints Board's secretariat, the Danish Consumer Council (Forbrugerrådet) and the Danish Insurance Information Service (Forsikringsoplysningen).

(4) When the complaint is filed, a fee determined by the Insurance Complaints Board must be paid. If the Insurance Complaints Board finds fully or partly in favour of the group member, the Board will refund the fee.