

## Conditions of group life insurance

**These insurance conditions are effective from 1 January 2023  
and replace the previous conditions of 1 January 2021**

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

(5) The conditions of premium payment are set out in clause 16.

### 3. Definitions of terminology used in the insurance contract

*a) Children covered by a child's lump sum/child's annuity*  
The insured'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 child's lump sum/child's annuity.

The entitlement to child's lump sum/child's annuity for a child who is not the biological child or adopted child of the insured ceases on 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 ends due to death. The entitlement to child's lump sum/child's annuity 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 insured'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 insured 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 entitlement to claim payment ceases on legal separation or divorce.

*c) The insured*

The person on whose life and health the insurance is taken out, or the said person'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 contract, and such agreements will be fully binding on the persons insured under the group life contract. However, the individual person insured under the group life contract, cf. (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 insured'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) Persons insured under the group life contract*

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/child's lump sum/child's annuity**

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

(2) The cohabitant must live with the insured at the same address, and 1) be expecting, have or have had a child with the insured, or 2) have lived with the insured in a marriage-like relationship at the same address for the last two years preceding the death of the insured.

#### **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 accepted the group life insurance, unless another commencement date has been agreed.

(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 lapse. Based on a recommendation from the Danish Financial Supervisory Authority, the appropriate minister determines whether the event in question must be regarded as having occurred and, if so, specifies the start and end dates of the risk increase.

(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 covers have been agreed upon.

#### **7. Payment on the death of the insured**

(1) Death benefit is paid out if the insured 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 insured.

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

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

(3) The cohabitant must live with the insured at the same address, and 1) be expecting, have or have had a child with the insured, or 2) have lived with the insured in a marriage-like relationship at the same address for the last two years preceding the death of the insured.

(4) The entitlement 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 child's lump sum/ child's annuity benefits, cf. clause 3(a), these benefits will be paid out as laid down in the group life contract.

#### **8. Payment of lump sum disability benefit**

(1) The lump sum disability benefit is paid out if, during the policy period, the insured's earning capacity is assessed to have been reduced due to illness or accident in accordance with the specific provisions of clause 8 A or 8 B.

(2) Even if the conditions of clause 8 A or 8 B have not been met, the lump sum disability benefit may be paid out if the insured is in the terminal phase of a life-threatening and incurable illness.

(3) To claim payment, it is a condition that the group life contract contains provisions on payment of a lump sum disability benefit. The group life contract specifies whether payouts are based on the provisions of clause 8 A or clause 8 B.

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

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

If the insured 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 claiming payment are not met.

(2) The reduction of earning capacity is assessed by FG, taking into consideration the insured's general state of health

based on a purely medical assessment. FG is entitled to obtain information from general practitioners who are treating or have treated the insured and to have the insured examined by a general practitioner chosen by FG.

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

(4) The entitlement to claim payment of the lump sum disability benefit ceases on the death of the insured, unless a prior written request for payment has been presented to FG, and provided that the insured met the conditions described under subclause (1) on the date of filing the request.

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

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

#### **8 B. Payment of lump sum disability benefit in connection with a rehabilitation programme and incapacity benefits or senior pension**

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

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

- The insured is approved for a rehabilitation programme, with associated benefits, lasting not less than 12 months;
- The insured 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 lump sum disability benefit applicable on the date on which the insured has received rehabilitation benefits for six (6) months. The remainder of the lump sum disability benefit applicable at the time of payout of half of the benefit will be paid out if the insured is awarded state incapacity benefits or senior pension.

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

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

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

#### **9. Payment of disability annuity**

(1) The disability annuity is paid out if, during the policy period, it is assessed that the insured's earning capacity is reduced due to illness or accident to half or less, or to one 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 insured'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 insured's reduction in earning capacity, the reduced capacity is assessed based on the insured's current occupation. If FG assesses that the insured 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 insured's current occupation and in other occupations.

FG is entitled to obtain information from general practitioners who are treating or have treated the insured and to have the insured 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 presented to FG. Annuity benefits are paid out monthly in advance to the insured, unless otherwise specified in the group life contract.

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

(5) If an insured has withdrawn from the group life contract, or if the group life contract has ceased due to cancellation or for other reasons, a written request for payment must be presented to FG within six (6) months of the expiry of the policy period, cf. clause 3(e). At the expiry of this deadline, the entitlement 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 at the expiry of the contract only entitles the insured 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 insured 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 insured's spouse dies during the policy period.

(2) If the marriage is ended as a consequence of legal separation or divorce, the entitlement to claim payment on 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 insured before the spouse, the entitlement to claim payment on the death of the spouse ceases 30 days after the death of the insured.

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

(5) Payments on the death of the spouse are made to the insured. Payments made after the death of the insured, cf. (3), are made to the insured'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 insured's spouse**

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

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

(3) If the marriage ends due to the death of the insured before the spouse, the entitlement to claim payment ceases 30 days after the death of the insured.

(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 insured withdraws from the group life contract due to the medical reasons that, according to clause 9, entitle the insured to payment of disability annuity benefits. Waiver of premium may be maintained for up to three (3) years or until the expiry of the policy period, depending on the group life contract.

(2) The entitlement to waiver of premium is effective from the withdrawal date and ends after three (3) years at the 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 insured reaches the expiry age specified in the group life contract.

(3) If the policyholder is an association or an organisation, the entitlement 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 insured is still covered by the group life contract at this time.

(4) An insured spouse's/cohabitant's incapacity for work does not entitle the insured 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 an insured has withdrawn from the group life contract, or if the group life contract has ceased due to cancellation

or for other reasons, a written request for waiver of premium must be presented to FG within six (6) months of the expiry of the policy period, cf. clause 3(e). At the expiry of this deadline, the entitlement to waiver of premium for a disability that has not been reported will cease.

#### **13. Continuation insurance**

An insured is entitled to take out continuation insurance with FG without having to produce health information.

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

#### **14. Non-contributory cover during leave of absence**

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 on three (3) months' notice to expire at the end of a calendar year.

(2) FG may change the insurance conditions and rates by giving three (3) months' notice to expire 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 by giving 30 days' notice, provided that notice of termination is given within 30 days of notification of the change.

#### **16 A. Premium payment and collection when FG charges the premium directly to the insured by Betalingsservice (direct debit)**

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

(2) The premium is payable quarterly in advance unless otherwise agreed in the group life contract. The premium and the due date are shown in the statement of insurance, which the insured will receive when taking out the insurance.

(3) If the first premium is not paid on or before the due date, FG will send a reminder. The reminder states that the insurance, including FG's liability, will cease with effect from the commencement date if the premium is not paid within 14 days of the due date.

(4) If any subsequent premium is not paid within 21 days of the due date, FG will send a reminder. The reminder states that the insurance will cease if the premium is not paid within the time limit stipulated in the reminder.

(5) If the last date for payment of a premium is a public holiday, a Saturday, a Sunday, 5 June (Constitution Day), 24 December or 31 December, the time limit will expire on the following business day.

(6) The premium must be paid by Betalingsservice (direct debit). If the payment is not registered for Betalingsservice or if the direct debit agreement has terminated, the premium must be paid by a payment form (joint inpayment form) If the premium has not been paid by the due date, the rules set out in subclauses (2) to (5) apply.

(7) FG will charge a late-payment fee for reminders under subclauses (3) and (4). A fee will be charged for any payment made by a payment form, cf. subclause (6).

(8) In the event of disability (only lump sum disability benefit), FG will refund any premium paid for the period beyond the date of compensation.

(9) In the event of death, FG will refund to the deceased's estate any premium paid beyond the date of death.

## 16 B. Premium payment and calculation for the policyholder

(1) The premium is fixed for one year at a time. The guaranteed premium (tariff rate) is determined on the basis of 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 premium payment period. If a premium is not paid, the insurance cover will cease 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

FG may be required by law to withhold direct and indirect taxes on payments received and made.

## 20. General rules

(1) In connection with any payment of benefits, FG is entitled to request the submission of such documentation as FG considers 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 on the death or disability of the insured. On the death of the insured, the remaining instalments will be paid out according to the instructions in clause 7(2).

## 21. Right of control

(1) The rights of the persons insured under the group life contract cannot be disposed of, charged or otherwise assigned or made the subject of legal proceedings.

(2) The rights of the persons insured 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 digitally on the Board's website at [www.ankeforsikring.dk](http://www.ankeforsikring.dk).

(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 complainant, the Board will refund the fee.