

Insurance terms and conditions for pension schemes with PensionDanmark A/S

Effective from 1 January 2023

Contents

Section A	General terms and conditions	
	Members of PensionDanmark	1
	Information for members and beneficiaries	2
	Setting up and entry into force of the pension scheme	3
	Changes to the pension scheme	4
Section B	Payment and discontinuance of contributions	
	Payment of contributions	5
	Optional contributions	5(4)
	Transfer of pension savings to PensionDanmark	6
	Discontinuance of pension contributions	7
	Non-contributory coverage	7(1-4)
	Transition to dormant membership	7(5)
	Disbursement of minor dormant pension savings	7(6)
	Contributions for own account before 1 June 2010	7(7-8)
	Resumption of collectively agreed contributions	7(9)
	Transfer of pension savings from PensionDanmark	8
	Withdrawal from PensionDanmark, withdrawal compensation	9
Section C	Terms and conditions for savings on retirement	
	Common rules	10
	Savings benefits	10(1)
	Calculation and determination of savings benefits	10(2)
	Access for the Board of Directors to change terms	10(3)
	Adjustment of monthly pension benefits	10(4)
	Pension savings disbursement options	10a
	Regular lifetime retirement savings benefits	11
	Terms and conditions for disbursement of retirement savings benefits	11(1)
	Guaranteeing retirement savings	11(2-5)
	Retirement savings disbursement method	11(6)
	Reservations with respect to disbursement method	11(7)
	Annuity pension	12
	Terms and conditions for disbursement of annuity pension benefits	12(1)
	Annuity pension disbursement method	12(2-3)
	Reservations with respect to disbursement method	12(4)
	Disbursement of balance of lump sum contributions	12(5)
	Retirement savings and capital pension	13
	Terms and conditions for disbursement of retirement savings and capital pension	13(1-2)
	Interest accrual on savings	14
Section D	Terms and conditions for cover for certain critical illnesses	
	Cover for certain critical illnesses	15(1-2)
	Rules for disbursement/multiple disbursements	15(3-6)
	Rules for selecting amount of lump sum	15(7-9)
	Rules for rejection of disbursement	15(10-15)
	Access for the Board of Directors to change terms	15(16)

Section E	Terms and conditions for cover for resource programmes and anticipatory disability and senior pension, the Supplementary Labour Market Pension Scheme and savings balance protection for certain employees in subsidised flexi-jobs	
	Cover for anticipatory disability or senior pension and resource programme	16(1-2)
	Rules for selecting amount of pension benefits	16(5-7)
	Rules for disbursement	16(8-13)
	Rules for rejection of disbursement	16(14-20)
	Access for the Board of Directors to change terms	16(21)
	The Supplementary Labour Market Pension Scheme	16a
	Savings balance protection for certain employees in subsidised flexi-jobs	16b
Section F	Terms and conditions for cover for loss of earning capacity (Falck)	
	Common rules for cover for loss of earning capacity	17(1-7)
	Disability pension and savings balance protection – permanent loss of earning capacity before 1 April 2014	18
	Rules for disbursement on permanent loss of earning capacity	18(1-11), (14)
	Rules for rejection of disbursement on permanent loss of earning capacity	18(12-13)
	Permanent loss of earning capacity after 1 April 2014	18a
	Disability pension – temporary incapacity for work before 1 April 2014	19
	Rules for disbursement on temporary incapacity for work before 1 April 2014	19(1-6)
	Disability pension – temporary incapacity for work after 1 April 2014	19a
Section G	Terms and conditions for cover on death	
	Cover on death	20(1-2)
	Access for the Board of Directors to change terms	20(3)
	Rules for designation of beneficiaries	20(4-6)
	Rules for selecting minimum amount	20(7-9)
	Rules for disbursement	20(10-12)
	Rules for rejection of disbursement of minimum amount	20(13)
	Regular children's pension benefits	21(1-2)
Section H	Terms and conditions for PensionDanmark's healthcare programme	
	Healthcare programme benefits	22(1)
	Healthcare programme contributions	22(2)
	Opting into the healthcare programme	22(3)
Section I	Terms and conditions for cover for loss of licence	
	Cover for loss of licence	23(1-3)
	Rules for disbursement	23(4-5), (7)
	Rules for expiry of insurance cover	23(6)
	Access for the Board of Directors to change terms	23(8)

Section J	Other general terms and conditions	
	Disbursement of insurance and pension benefits	24
	Technical basis	25
	Limitation of insurance cover	26
	Incorrect information	27
	Options of disposal	28
	Handling of complaints	29
	<i>Special rules for members in subsidised jobs</i>	
	Savings balance protection for members in subsidised flexi-jobs	16b
	Subsidised flexi- jobs without cover for anticipatory disability pension	16(3), 17(3)
	Subsidised flexi-jobs with cover for anticipatory disability pension	16(4), 17(4)
Appendix to B	Regulation for optional contributions	
Appendix to C	Terms and conditions for members' selection of investment assets relating to capital and annuity pensions and retirement savings (Frit Puljevalg / Free Pool Selection)	
Appendix to D	Specification of certain critical illnesses	
Appendix to H	Terms and conditions for PensionDanmark's healthcare programme	

Section A General terms and conditions for pension schemes with PensionDanmark

1. Members of PensionDanmark

- (1) The policy holder, the insured person and the owner of the pension scheme is the individual employee – in these insurance terms and conditions, with appendices, referred to as “the member”.
- (2) The insurance terms and conditions apply to pension schemes set up on the basis of collective agreements, contracts or similar according to which the pension scheme is compulsory under the member’s employment terms.
Accordingly, self-employed persons and their assisting spouses, owners, co-owners, directors of limited liability companies, shareholders and similar cannot set up a pension scheme with PensionDanmark. Assisting spouse means a person who is married to a self-employed person and works in his or her enterprise.
- (3) The insurance terms and conditions apply to pension schemes for members of the former Arbejderbevægelsens Pensionskasse ('labour movement pension fund') who have opted to transfer to a new pension scheme and to pension schemes for members employed in the labour movement’s professional, cooperative and cultural organisations, businesses and institutions (permanent employees and elected shop stewards on full time) who became members of PensionDanmark on 1 September 2002 or later. The pension scheme must be set up on the basis of a collective agreement, contract or similar and be compulsory under the employment terms.
- (4) The insurance terms and conditions apply to pension schemes for members employed by Falck Danmark A/S provided the pension scheme is managed by PensionDanmark. The pension scheme must be set up on the basis of a collective agreement, contract or similar and be compulsory under the employment terms.
- (5) The insurance terms and conditions apply to pension schemes established before 1 June 2011 which have been set up on the basis of a framework agreement with an employer organisation or a trade union concerning a pension scheme for the employer organisation’s members / former members of the trade union who have started their own business. The company must be obligated under a collective agreement to pay pension contributions for the company’s employees to PensionDanmark. Directors of limited liability companies, shareholders, owners and co-owners as well as self-employed persons and their assisting spouses can only gain membership of PensionDanmark under this provision, provided that PensionDanmark accepts the application for membership and that the member provides a declaration of full working capacity at the date of enrolment.

Establishing such new pension schemes has not been possible since 1 June 2011. The above-mentioned group of persons can therefore no longer set up a pension scheme with PensionDanmark, see subclause 2.
- (6) The insurance terms and conditions apply to pension schemes for members who, partly for health reasons, are employed on special terms, whether with or without state subsidies, such as subsidised flexi-jobs, wage subsidy jobs, vocational rehabilitation programmes, trial jobs and section 56 agreements.

These members are subject to special rules as regards cover on anticipatory disability pension, see clause 16(3) and (4) and clause 17(3) and (4). It is not a precondition for applying the above-mentioned rules that the job is subsidised. The rules apply regardless of when PensionDanmark is notified that the member is employed on special terms.
- (7) The insurance terms and conditions apply in conjunction with the regulation for optional contributions where a member exercises the option to contribute to the pension scheme for its own account, including when former members who are employed in a position which is not covered by a collective agreement with contributions to PensionDanmark or employed in a position with optional pension terms in a member company enter into an agreement with the company to continue their pension scheme with PensionDanmark before transitioning to dormant membership.
- (8) The insurance terms and conditions enter into force without previous notice on 1 June 2021, replacing the previously applicable insurance terms and conditions. If another effective date has been determined, this will be stated in the individual provision. The insurance terms and conditions may be printed out from PensionDanmark’s website, pension.dk.

- (9) Pension schemes with PensionDanmark are subject to the rules set out in the Danish Insurance Contracts Act and the general rules of Danish law, unless the insurance terms and conditions stipulate otherwise.

2. Information for members and beneficiaries

- (1) When the pension scheme has been set up, PensionDanmark will send a welcome letter to the member's mit.dk with information about the pension scheme. At the same time, the member will be informed that future messages from PensionDanmark will also be sent to the member's mit.dk. However, to the extent that this is prescribed by law, messages will be sent by ordinary mail.

Members who can provide documentation that they are exempt from Digital Post may request to receive information by ordinary mail.

The welcome letter includes a link to where on the company's website the member can obtain an overview of the general contents of the pension scheme. By logging in to the closed pages using NemID or MitID, the member can gain access to his or her own insurance and pension information.

The member thus has 24/7 access to information about his or her pension scheme.

The websites are updated on a regular basis.

The member will be informed of any changes to the current rules on PensionDanmark's public website. In case of significant changes, each member is notified in his or her mit.dk or by ordinary mail as deemed necessary.

PensionDanmark provides information to its members in accordance with the Executive Order on Information about Life-Assurance Contracts in force from time to time.

- (2) Upon termination of membership, letters previously sent to the member's digital inbox at pension.dk will be transferred to the member's e-Boks in order for the member to continue to have access to them.
- (3) Upon being notified by the Civil Registration System of a member's death and receiving information on the member's spouse, the company will immediately send a letter to the spouse's or a designated beneficiary's mit.dk informing the relevant person of his or her right to receive benefits due to the member's death.

3. Setting up and entry into force of the pension scheme

- (1) The pension scheme is set up when the employer reports and pays pension contributions for one or more employees in accordance with a collective agreement, contract or similar. Only one pension scheme is set up, irrespective of whether contributions are made by more than one employer. Pension contributions must be reported and paid in full in accordance with PensionDanmark's instructions, which may be found on the company's website. Only when membership has been registered can the member apply for insurance benefits and benefits under PensionDanmark's healthcare programme.
- (2) The pension scheme enters into force at the date on which the pension scheme, according to the collective agreement, contract or similar, constitutes a compulsory part of the employment terms, provided the pension contribution for the member is paid and reported to PensionDanmark no later than two payroll periods after such date, see subclause 1.
- (3) If PensionDanmark is notified of the payment of pension contributions later than two payroll periods after the pension scheme, according to the collective agreement, contract or similar, constitutes a compulsory part of the employment terms, the pension scheme, including any insurance covers, will not enter into force until the pension contribution for the member has been paid and reported to PensionDanmark.
- (4) If the contribution made by the employer is not sufficient to pay for all insurance covers, PensionDanmark's healthcare programme and costs, the pension scheme will be established without insurance covers and PensionDanmark's healthcare programme.
- (5) If the member is comprised by insurance covers and PensionDanmark's healthcare programme, the right to receive benefits may later be lost for the same reason.

Notwithstanding the provisions of subclauses 1-4, the pension scheme cannot be established if PensionDanmark is prevented from setting up the membership under the provisions of the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism. If PensionDanmark assesses that membership involves an obvious risk of PensionDanmark infringing anti-money laundering legislation, it may affect the membership and PensionDanmark may decide to terminate it altogether.

4. Changes to the pension scheme

- (1) PensionDanmark is a labour market-related life insurance company owned by the parties to the collective agreement (trade unions and employer organisations). Both parties to the collective agreement are represented on PensionDanmark's Board of Directors. These representatives make decisions about the contents etc. of the pension scheme on behalf of the members under the power of attorney resulting from the pension scheme being a part of the collective agreement.
- (2) As a result of this agency, see subclause 1, any provision of the insurance terms and conditions may be changed without previous notice as directed by PensionDanmark's Board of Directors. Such changes will often be caused by amendments to tax or social legislation, but may also be due to specific wishes on the part of trade unions or employer organisations or to PensionDanmark's business development. Proposals for amendments are prepared by the company's experts, considered at cross-organisational level and approved by management, following which they are submitted to the Board of Directors for approval.
- (3) Changes made in pursuance of subclause 2 may imply, for instance, that
 - > benefits are reduced, e.g. that the date of cessation of insurance benefits is moved forward
 - > benefits are increased, e.g. due to changes in pay levels in collective agreement sectors
 - > insurance cover is extended, e.g. to comprise additional benefits
 - > benefits are discontinued, e.g. due to legislative amendments.
- (4) If the pension scheme is later changed due to a decision by the Board of Directors, and if this change means that the member is entitled to more, fewer or other benefits, the pension scheme will be converted in full with effect from the date on which the change regarding the new benefits enters into force.

Section B Payment and discontinuance of contributions

5. Payment of contributions

- (1) The amount of the pension contribution is set out in the applicable collective agreement, contract or similar under which the pension scheme was established. The pension contribution falls due for payment monthly in arrears.
- (2) Pension contributions are payable to PensionDanmark monthly unless otherwise agreed. The final date for payment is the tenth day of the month after the due month. Lump sum contributions are payable at the time of entering into the agreement.
- (3) If pension contributions are paid after the final date for payment, see subclause 2, PensionDanmark may charge interest plus a handling fee.
- (4) The member has several options for making contributions to his or her pension scheme with PensionDanmark, including:
 - > additional contributions or lump sum contributions to an annuity pension
 - > additional contributions or lump sum contributions to retirement savings
 - > additional contributions or lump sum contributions to a lifetime pension
 - > transfer of pension savings from a previous employment relationship
 - > transfer of private pension savings
 - > own contributions via employer
- (5) The rules for optional contributions are set out in the regulation for optional contributions, clauses 1, 3 and 4, which is an appendix to section B.

All contributions carry interest from the date on which individual contributions are assigned to the relevant member's pension scheme.

6. Transfer of pension savings to PensionDanmark

- (1) On enrolling in PensionDanmark, a member can choose to transfer his or her pension savings from a previous employment relationship and his or her private pension savings to PensionDanmark, see the regulation for optional contributions, clause 3, which is an appendix to section B.

The amount transferred will be allocated towards the member's pension savings with PensionDanmark.

- (2) The member's pension savings are transferred in accordance with a special set of rules, which PensionDanmark has reported to the Danish FSA.

7. Discontinuance of pension contributions

- (1) If the payment of pension contributions, see clause 5(1), is discontinued while the member is comprised by insurance covers and PensionDanmark's healthcare programme, these covers will remain effective for a period of time, but only for as long as the member's pension savings are sufficient to pay for the insurance covers, PensionDanmark's healthcare programme and costs. Individual insurance covers may terminate earlier due to the age-related date of cessation. This is called non-contributory coverage.

This does not apply, however, if the payment of pension contributions is discontinued because an enterprise has made pension contributions to PensionDanmark by mistake. In such case, the member will transition to dormant membership, see subclause 5, when the error is discovered. The same applies to members who are not comprised by insurance covers and PensionDanmark's healthcare programme.

- (2) A member can choose up to 60 months' non-contributory coverage, but only for as long as the member's pension savings are sufficient to pay for the insurance covers, PensionDanmark's healthcare programme and costs. Insurance covers for certain critical illnesses and anticipatory disability pension may lapse during the extended period of non-contributory coverage, see subclause 4, clause 15(11) and clause 16(17).
- (3) The member, see clause 7(1), first paragraph, can also choose to terminate non-contributory coverage, in which case non-contributory coverage will cease effective the first day of the month after PensionDanmark is notified of the member's decision, however not earlier than the date on which the member is registered as having non-contributory coverage.
- (4) If the member, see clause 7(1), first paragraph, does not make a choice, the insurance covers and the healthcare scheme will remain effective for up to 12 months depending on the balance of the pension savings, see subclause 1. The member, see clause 7(1), first paragraph, may subsequently choose to extend the insurance covers and the healthcare scheme, it being noted that the total period of non-contributory coverage cannot exceed 60 months, see subclauses 1 and 2. Insurance covers for certain critical illnesses and anticipatory disability pension may lapse during the extended period of non-contributory coverage, see subclause 2.
- (5) Upon discontinuance of the payment of contributions, see clause 7(1), second paragraph, or non-contributory coverage, the member will transition to dormant membership, see, however, subclauses 6 and 7, and all insurance covers will lapse together with the healthcare scheme. Members transitioning to dormant membership as from 1 September 2021 and whose pension savings from compulsory pension contributions amount to at least DKK 50,000 will continue to be covered by PensionDanmark's Healthcare Programme unless he or she opts out of the programme.
- (6) If the balance of the pension savings is lower than the minimum value defined by the company at the date on which the period of non-contributory coverage ends, the savings are instead paid out to the member after deduction of state taxes. The insurance covers, the healthcare scheme and the membership will terminate upon disbursement of the balance. The balance is paid into the member's NemKonto account.
- (7) Before 1 June 2010, a member could choose to retain his or her insurance covers and continue to save up by making own contributions subject to agreement with PensionDanmark, see the regulation for optional contributions, clause 2, which is an appendix to section B.
- (8) If the member has entered into an agreement before 1 June 2010 to make contributions for his or her own account, see subclause 7, and the member's contributions are discontinued, the rules set out in subclauses 1-6 apply.

- (9) If at a later point in time pension contributions are made under a new employment relationship, see clause 1, after the member has transitioned to dormant membership, the pension scheme will be resumed according to the rules applying to the setting up of new pension schemes, see clause 3, and the pension scheme will be converted in full, see clause 4(3).

8. Transfer of pension savings from PensionDanmark

- (1) A member may transfer the balance of his or her pension savings to another compulsory or voluntary pension scheme when the payment of contributions to PensionDanmark is discontinued upon the member's resignation provided that the member is covered by another compulsory or voluntary pension scheme in his or her new position. A "voluntary pension scheme" means that the company has made an agreement with the pension company that its employees may enroll in a pension scheme as well as on the contents of such scheme. The transfer can only take place after the member has been registered as having non-contributory coverage with the company.
- (2) The insurance covers, the healthcare scheme and the membership of PensionDanmark will terminate at the date of transfer. There is no right of cancellation after membership has terminated as the pension scheme cannot be re-established unless the conditions of clause 1 are met.
- (3) The balance accumulated while the pension scheme constituted a compulsory part of the employment relationship under a collective agreement, contract or similar cannot be disbursed before retirement age, even if the amount is transferred.
- (4) The balance of the pension savings is determined in accordance with the technical basis applicable from time to time, see clause 25.
- (5) The balance of the pension savings is transferred according to a special set of rules, which PensionDanmark has reported to the Danish FSA.

9. Withdrawal from PensionDanmark, withdrawal compensation

- (1) Upon resignation, a member can opt to have the balance of the pension savings paid out if the member settles permanently abroad, with the exception of the Faroe Islands and Greenland. The member must present such documentation of the permanent nature of the residence as PensionDanmark deems necessary. Disbursement can only take place after the member has been registered as having non-contributory coverage with the company.
- (2) Another precondition for disbursement of the balance of the pension savings is that the member is not employed in a position where the pension scheme, under a collective agreement, contract or similar, constitutes a compulsory part of the employment relationship, and that the member does not receive supplementary anticipatory disability pension benefits/disability pension benefits from PensionDanmark.
- (3) If the member has a pension scheme as referred to in clause 1(5), the member can opt to have the balance of his or her pension savings paid out at any time. If part of the balance stems from pension contributions made while the insurance covers, under a collective agreement, contract or similar, constituted a compulsory part of the employment relationship, such portion may only be disbursed in accordance with subclauses 1 and 2.
- (4) The insurance covers, the healthcare scheme and the membership of PensionDanmark will terminate upon disbursement of the balance of the pension savings. The balance is paid into the member's NemKonto account. If the member no longer has a NemKonto account, the pension savings will be paid into another account belonging to the member. The pension savings cannot be disbursed in any other way or to any other person than the member.
- (5) The balance of the pension savings is determined in accordance with the technical basis applicable from time to time, see clause 25.

Section C Terms and conditions for savings on retirement

This section sets out the special rules applying, together with the general insurance terms and conditions, to savings on retirement.

10. Common rules for savings on retirement

- (1) A member's savings on retirement may consist of retirement savings, lifetime pension savings, an annuity pension and a capital pension.

- (2) Lifetime pension savings, annuity and capital pensions and retirement savings are calculated and determined based on the technical basis and the relating rates applicable from time to time, see clause 25.

The balance of the pensions is not guaranteed and depends on the total contributions made, see clauses 5-6, the interest accrued, see clause 14, and the factors included in the technical basis, such as life expectancy, the extent of anticipatory disability pension, costs and interest and inflation rates.

When changes occur to the technical basis, including the above-mentioned factors, the balance of the pensions may also change.

- (3) PensionDanmark's Board of Directors may adjust the terms and conditions for disbursement and award of savings on retirement from time to time.
- (4) For lifetime pensions and/or annuity pensions under disbursement, monthly pension benefits are normally adjusted at the beginning of each calendar year.

Pensions may be adjusted up or down due to the accrual of interest, see clause 14(1), and as a consequence of the factors included in the technical basis, see clause 25, such as life expectancy, the extent of anticipatory disability pension, costs and interest and inflation rates.

10a. Pension savings disbursement options

- (1) A member has several options for the disbursement of the pension savings referred to in clauses 11-13.
- (2) The member can opt to have both the annuity pension and the lifetime pension paid out in full. This is called full retirement.

The member's insurance covers expire on full retirement. If pensions are paid as monthly benefits, the member's insurance covers will expire, but the member will remain covered by the healthcare scheme, unless the member opts out of the healthcare scheme, see clause 22, in which case the healthcare scheme will also terminate.

If the member retires and has all his or her pension savings paid out as a lump sum, the insurance covers, the healthcare scheme and the membership will terminate.

If pension contributions are made after the member has retired, the member will once again be comprised by insurance covers and the healthcare programme in accordance with the collective agreement and the rules in force from time to time. The portion of the pension contribution allocated towards pension savings will be paid into a new retirement savings scheme. If the contribution exceeds the maximum retirement savings contribution, 50% of the surplus will normally be paid into a new annuity pension scheme and 50% into a new lifetime pension scheme. If the maximum annuity pension contribution is also exceeded, the entire surplus will be allocated towards the lifetime pension scheme.

- (3) A member can opt to have his or her annuity pension or lifetime pension paid out without retiring. This is called partial retirement.

The member can opt:

- > to have the full balance of the annuity pension paid out while leaving the lifetime pension untouched, or vice versa
- > to have both pensions paid out at a percentage share of up to 75%, but such that the pension savings not paid out must amount to at least DKK 10,000 per scheme.

A member opting for partial retirement will continue to be comprised by insurance covers and the healthcare programme in accordance with the rules applicable from time to time.

A member who receives supplementary anticipatory disability pension benefits will continue to receive this pension on partial retirement until the date of cessation of the cover for anticipatory disability pension.

If pension contributions are made after the member has taken partial retirement, the portion of the pension contribution allocated towards pension savings will be paid into a new retirement savings scheme. If the contribution exceeds the maximum retirement savings contribution, 50% of the surplus will normally be paid into a new annuity pension scheme and 50% into a new lifetime pension scheme. If the maximum annuity pension contribution is also exceeded, the entire surplus will be allocated towards the lifetime pension scheme.

(4) A member may choose between the following disbursement options:

- 1 Retirement savings may be paid out as a lump sum, in percentage shares or as monthly annuity pension benefits
- 2 If retirement savings are disbursed as monthly annuity pension benefits, the member decides the payout period. Retirement savings must be paid out in full no later than 20 years after the member has reached state retirement age.
- 3 If retirement savings are disbursed as monthly annuity pension benefits, the member may at any time change the payout period, suspend benefit payments or choose to have the remaining monthly instalments paid out as a lump sum.
- 4 Annuity and lifetime pensions are generally disbursed in monthly instalments regardless of the balance of the savings. The member chooses the payout period for the annuity pension, which can be 10-30 years, however not longer than permitted under the Danish Pension Tax Act (pensionsbeskatningsloven).
- 5 Lifetime pension savings accumulated through compulsory and own pension contributions may be disbursed as a lump sum less 40% state tax if annual benefits are less than DKK 11,900 (2023).
- 6 Annuity and lifetime pension savings accumulated through compulsory pension contributions may be disbursed as a lump sum less 40% state tax if total annual benefits are less than DKK 11,900 (2023) after conversion of the annuity pension into lifetime pension savings.
- 7 A capital pension may be paid out in full or in percentage shares.
- 8 The capital pension may be transferred to the annuity pension and be paid out as annuity pension benefits.
- 9 Capital and annuity pension savings may be transferred collectively or individually and be disbursed as lifetime pension benefits.
- 10 The balance of the pension savings accumulated through private contributions may at any time be disbursed as a lump sum after deduction of 60% state tax
- 11 Pension savings accumulated through compulsory pension contributions without tax exemption, see section 53 A of the Danish Pension Tax Act, are paid out at the member's discretion.

Once disbursement has commenced, the member can later opt to

- a. transfer annuity pension savings to monthly lifetime pension savings
- b. suspend the disbursement of monthly lifetime pension benefits
- c. extend the payout period for annuity pension benefits by the number of years permitted under the Danish Pension Tax Act plus the above, in which case the change will be effective from 1 January of the following year.

11. Regular lifetime pension benefits

(1) The member sets the date of commencement of the disbursement of lifetime pension benefits.

However, the disbursement of lifetime pension benefits cannot begin before the first day of the month after the member has reached his or her pension payout age, see section 1a. of the Danish Pension Tax Act. Disbursement may begin, for example, at 60 years if the pension scheme was set up before 1 May 2007. This provision applies also to savings comprised by the rules set out in section 53 A of the Danish Pension Tax Act.

(2) At the time of retirement, part of the regular lifetime pension benefits will automatically be guaranteed for a period. This is called pension guarantee.

The period of guarantee depends on the member's age and cannot exceed ten years. The member's age may mean that the regular lifetime pension benefits cannot be guaranteed.

(3) If the member dies after the disbursement of lifetime pension benefits has commenced but before expiry of the guarantee period, the balance of the lifetime pension for the rest of the guarantee period, see subclause 2, will be paid out as a lump sum after deduction of state tax and any estate

tax, see clause 24(6), to the member's next of kin or to the person designated by the member as his or her beneficiary, see clause 20(4-6). If the lifetime pension is disbursed as a percentage share, the balance of the percentage share for the rest of the guarantee period will be disbursed.

- (4) A member can opt out of the pension guarantee at the time of retirement. A decision to opt out of the pension guarantee may be reversed within 30 days of receiving PensionDanmark's written confirmation of the opt-out decision. The opt-out decision becomes binding on the member on expiry of the cooling-off period. The balance of the lifetime pension will change on pension guarantee opt-out.
- (5) A decision to opt into the pension guarantee made in pursuance of previously applicable rules is binding on the member.
- (6) Regular lifetime pension benefits are disbursed monthly on the first day of the month to which the disbursement relates and will continue to be disbursed up to and including the month in which the member dies.
- (7) Whether the pension will be disbursed as monthly lifetime pension benefits or as a lump sum cannot be determined until the point when the investment assets underlying the pension have been finally made up. Pension benefits will not be disbursed on the basis of any preliminary calculations received by the member before the final calculation can be made.

12. Annuity pension

- (1) The member sets the date of commencement of the disbursement of annuity pension benefits.

However, the disbursement of annuity pension benefits cannot begin before the first day of the month after the member has reached his or her pension payout age, see section 1a. of the Danish Pension Tax Act. Disbursement may begin, for example, at 60 years if the pension scheme was set up before 1 May 2007. This provision applies also to savings comprised by the rules set out in section 53 A of the Danish Pension Tax Act.

Disbursement must commence no later than 20 years after the member reaches his or her pension payout age. If disbursement is not commenced, the pension savings will be transferred from the annuity pension to the lifetime pension scheme.

- (2) Annuity pension benefits are disbursed monthly on the first day of the month to which the disbursement relates.

Annuity pension benefits are disbursed for the period chosen by the member in accordance with the rules on the latest date of disbursement. If the member does not make a choice, this period will be ten years.

- (3) If the member dies after the disbursement of annuity pension benefits has commenced but before the selected payout period expires, the balance of the annuity pension for the remaining payout period will be disbursed as a lump sum after deduction of state taxes and any estate tax, see clause 24(6), to the member's next of kin or the person designated by the member as his or her beneficiary, see clause 20(4-6). If the annuity pension is disbursed as a percentage share, the balance of the percentage share for the remaining payout period will be disbursed.
- (4) Whether the annuity pension will be disbursed as monthly pension benefits or as a lump sum cannot be determined until the point when the investment assets underlying the annuity pension have been finally made up. Annuity pension benefits will not be disbursed on the basis of any preliminary calculations received by the member before the final calculation can be made.
- (5) If the member has a pension scheme as referred to in clause 1(5), the portion of the savings balance which does not stem from contributions made during the period when the insurance constituted a compulsory part of the employment relationship under a collective agreement, contract or similar may be disbursed at any time at the member's requests.

13. Retirement savings and capital pension

- (1) The member sets the date of commencement of the disbursement of retirement savings.

However, retirement savings cannot be disbursed until the member has reached his or her pension payout age, see section 1a. of the Danish Pension Tax Act. This provision applies also to savings

comprised by the rules set out in section 53 A of the Danish Pension Tax Act.

Retirement savings must normally be disbursed in full no later than 20 years after the member has reached his or her pension payout age.

- (2) The rules set out in subclause 1 also apply to members with capital pensions.

14. Accrual of interest on savings

- (1) Retirement savings are invested in assets, the composition of which is decided by PensionDanmark. Investment assets may be composed according to the individual member's age.

PensionDanmark owns the investment assets.

However, the member may make decisions relating to the composition of the investment assets within the framework provided by PensionDanmark.

The framework for members' selection of investment assets is set out in the appendix to section C, "Terms and conditions for members selection of investment assets relating to pension savings and pension savings contributions (Free Pool Selection and Risk Profile Selection)".

Interest is added to savings at a rate corresponding to the market return on investment assets less relevant taxes and costs. The interest rate may thus be positive or negative.

For retired members starting to receive lifetime pension benefits and retired members whose lifetime pension benefits are adjusted, the amount of the benefits is determined by factoring in an assumed interest rate and a stabilisation mechanism, see the technical basis reported. This means that lifetime pension benefits may be adjusted in a positive or a negative direction in the following year.

- (2) For members whose regular lifetime pension benefits are based on a minimum interest rate of 2.5%, pension savings may also accrue interest at a rate of interest on policyholders' savings, which is fixed at the end of the year for the year in question.

Section D Terms and conditions for cover for certain critical illnesses

15. Cover for certain critical illnesses

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to the cover on certain critical illnesses.
- (2) The cover on certain critical illnesses consists of a lump sum. The rules for lump sums are determined by PensionDanmark's Board of Directors.
- (3) Cover on certain critical illnesses comprises the following diagnosis groups:
- 1 Malignant cancer, including bone marrow transplantation
 - 2 Heart disease (coronary thrombosis, dilated and hypertrophic cardiomyopathy, coronary artery constriction, life-threatening arrhythmia with implantation of an ICD and chronic heart failure)
 - 3 Cardiac valve disorder (cardiac valve surgery and left-sided cardiac valve inflammation)
 - 4 Aortic valve disease
 - 5 Cerebral haemorrhage or cerebral thrombosis (apoplexy)
 - 6 Saccular dilation of brain arteries
 - 7 Certain benign brain and spinal cord tumours
 - 8 Sequelae from tick-borne encephalitis (TBE) in the nervous system
 - 9 Sequelae from encephalitis or cerebral meningitis
 - 10 Multiple sclerosis (disseminated sclerosis) and Neuromyelitis optica
 - 11 Motor Neurone Disease (MND)
 - 12 Certain types of muscular dystrophy and AIDP
 - 13 Parkinson's disease and Lewy body dementia
 - 14 Chronic kidney failure or kidney transplantation
 - 15 Organ transplantation (heart, lung(s), liver or pancreas)
 - 16 AIDS
 - 17 Blindness
 - 18 Deafness
 - 19 Alzheimer's disease
 - 20 Severe burns, frostbites or caustic burns

21 Advanced systemic sclerosis or Wegener's granulomatosis

The diagnoses in diagnosis groups 1-21 must meet the definitions set out in "Specification of certain critical illnesses" in the appendix to section D.

- (4) A member can only receive one lump sum relating to diagnosis groups 1-21. The lump sum will be paid out at the rate applying at the time of diagnosis.
For diagnosis group 1, "Malignant cancer", however, if the member has previously been diagnosed with cancer, he or she may – regardless of whether a lump sum has previously been paid out – be eligible for a lump sum if:
- > the member has not been diagnosed with or treated for cancer during the seven years leading up to the new cancer diagnosis
 - > the new cancer diagnosis is a different type of cancer and was made no earlier than 1 January 2017
 - > the diagnosis does not concern recurrence or metastases from a previous cancer diagnosis.

For diagnosis group 2, "Heart disease", however, if a member has been diagnosed with coronary thrombosis meeting disease definition 2a and at least seven years later undergoes bypass surgery or a balloon angioplasty due to coronary artery constriction meeting disease definition 2c, or vice versa, the later diagnosis having been made no earlier than 1 January 2017, the member may be entitled to a lump sum – even if a lump sum has previously been paid out. Disease definitions may be found in the appendix to section D.

- (5) If a member has previously been diagnosed with a condition within one diagnosis group, he or she is not entitled to a lump sum for this or a different diagnosis within the same diagnosis group, see, however, subclause 4. This applies even if the member has been given a clean bill of health in the meantime.

This provision applies to all previous diagnoses for which the member has received a lump sum on a critical illness, but also in the event that a lump sum was not paid for the previous diagnosis because the member was not covered by the insurance at the time of diagnosis.

- (6) If a member has previously received a lump sum for a diagnosis and is later diagnosed with a condition from a different diagnosis group, there must be a time interval of at least six months between the diagnosis for which a lump sum was most recently paid and the new diagnosis in order for the member to qualify for a new lump sum. The most recent diagnosis must have been made on or after 1 January 2010.
- (7) Subject to the rules established by PensionDanmark, a member can opt to increase or reduce the amount of the lump sum. The amount of the lump sum may be adjusted at PensionDanmark's website. The member may also contact PensionDanmark in writing or by phone.
- (8) If a member opts to reduce the amount of the lump sum, the amount will be reduced on the first day of the month after PensionDanmark has been notified of the member's decision.

If PensionDanmark is notified of the member's decision on or after the 25th day of the month, the amount of the lump sum will not be reduced until the first day of the following month.

The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

- (9) If a member opts to increase the amount of the lump sum, the amount will be increased six months after the first day of the month after PensionDanmark was notified of the member's decision. This means that if PensionDanmark, for example, is notified of the member's decision in January 2023, the increase will become effective on 1 August 2023.

If PensionDanmark is notified of the member's decision on or after the 25th day of the month, the amount will not be increased until the first day of the following month, i.e. on 1 September 2023 in the example above.

The increase of the lump sum is subject to the member meeting the conditions set out below at the time of the member's decision, on the first day of the month after the decision and on the date on which the increase becomes effective:

- > the employer makes pension contributions

- > the insurance policy has not expired
- > the member is employed under a collective agreement offering the option of adjusting amounts

If the lump sum is increased, the higher lump sum will not be disbursed if, based on a specific assessment of the member's health details, a connection is found to exist with a previous critical illness diagnosis, see clause 15(3). Moreover, symptoms of a critical illness must not be present at the date of the decision or the effective date.

The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

- (10) The lump sum will not be disbursed if the diagnosis was made before the member obtained cover on certain critical illnesses, see also subclause 14.
- (11) The lump sum will not be disbursed if the diagnosis was made after the member:
 - extended the period of non-contributory coverage in the event that the member has enrolled in another pension scheme after his or her contributions to PensionDanmark were discontinued
 - > became a dormant member
 - > ceased to be a member of PensionDanmark
 - > retired, see clause 10a(2), or
 - > reached the age of cessation applicable at the date of the diagnosis; for diagnoses made before 1 January 2003 the age of cessation is 60 years, for diagnoses made between 1 January 2003 and 31 December 2008 the age of cessation is 62 years, and for diagnoses made between 1 January 2009 and 31 December 2015 the age of cessation is 65 years.
- (12) The lump sum will not be disbursed if the diagnosis was made before the diagnosis was added to the list, see subclause 3 and "Specification of certain critical illnesses", which specifies when each diagnosis was added to the list.
- (13) The lump sum will not be disbursed if the member was diagnosed but subsequently dies before PensionDanmark receives the member's written application for disbursement of the lump sum.
- (14) The lump sum will not be disbursed if pension contributions have been paid by the employer for less than 12 months within the last four years and the symptoms of the diagnosis were present before the member obtained a pension scheme with PensionDanmark. In determining the contribution period, pension contributions made by the employer for periods during which the member received pay during sickness absence, employer-paid sickness benefits, etc. are not included.
- (15) The lump sum will not be disbursed if the employer pays pension contributions too late and the cover on certain critical illnesses has therefore not entered into force at the time when the diagnosis is made, see section 3(3).
- (16) The lump sum is not guaranteed. This means that the lump sum may be cancelled, that the amount of the lump sum may change and that the other terms and conditions regarding disbursement and award, including age on expiry, may be amended as directed by the Board of Directors.

It also means that the price may change. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time, see clause 25.

Such changes, which may be upwards or downwards, will normally take place once a year and apply to existing and new members alike.

Section E Terms and conditions for cover for anticipatory disability and senior pension and resource programmes, the Supplementary Labour Market Pension Scheme and savings balance protection for certain employees in subsidised flexi-jobs

16. Cover for anticipatory disability or senior pension and resource programme

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to insurance cover on anticipatory disability and senior pension. The rules apply in connection with the award of public anticipatory disability or senior pension and in connection with early payout of the lump sum in case of a resource programme within the meaning of part 12a of the Danish Act on Employment Initiatives (beskæftigelsesindsatsloven).
- (2) Insurance cover on anticipatory disability and senior pension may consist of supplementary anticipatory disability or senior pension benefits, savings balance protection and/or a lump sum on anticipatory disability pension.

The rules for supplementary anticipatory disability and senior pension, lump sums on anticipatory disability pension and savings balance protection are determined by PensionDanmark's Board of Directors.

- (3) If a member is employed in a subsidised flexi-job at the time of enrolment, or if the member takes up a subsidised flexi-job after transitioning to dormant membership, the member is covered by anticipatory disability and senior pension insurance. However, the right to receive insurance benefits is subject to, based on a specific assessment, no connection being found to exist with the conditions underlying the award of a subsidised flexi-job or the conditions underlying a later award of public anticipatory disability or senior pension.

The above rule applies also to members who are employed in wage subsidy jobs or other types of supported employment, including vocational rehabilitation programmes, trial jobs, section 56 agreements or any other employment that is in the nature of supported employment because special allowance is made for the member's state of health.

- (4) If after enrolling in PensionDanmark the member takes up a subsidised flexi-job and has not at this point transitioned to dormant membership, and if, under the collective agreement, pension contributions are payable to PensionDanmark, the membership will continue, including anticipatory disability and senior pension insurance corresponding to the collective agreement for the subsidised flexi-job.

If contributions are made pursuant to a collective agreement outside PensionDanmark's business sector, the membership will continue with anticipatory disability and senior pension insurance etc. in accordance with the latest collective agreement with an obligation to pay contributions to PensionDanmark applying to the member prior to being employed in a subsidised flexi-job.

- (5) Pursuant to rules laid down by PensionDanmark, the member may increase or reduce his or her supplementary anticipatory disability and senior pension benefits and/or the cash lump sum on anticipatory disability pension.

Supplementary anticipatory disability and senior pension benefits and/or the lump sum on anticipatory disability pension may be adjusted at PensionDanmark's website. The member may also contact PensionDanmark in writing or by phone.

- (6) If the member opts to reduce his or her supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension, the supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension will be reduced as at the first day of the month after PensionDanmark is notified of the member's decision.

If PensionDanmark is notified of the member's decision on or after the 25th of the month, the supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension will not be reduced until the first day of the following month.

The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

- (7) If the member opts to increase his or her supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension, the supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension will be increased six months after the first day of the month after PensionDanmark was notified of the member's decision. This means, for example, that if PensionDanmark is notified of the member's decision in January 2023, the increase will become effective on 1 August 2023.

If PensionDanmark is notified of the member's decision on or after the 25th of the month, the supplementary anticipatory disability or senior pension benefits and/or lump sum on anticipatory disability or senior pension will not be increased until the first day of the following month, i.e. on 1 September 2022 in the example above. The decision will be cancelled if the member transitions to dormant membership.

The increase of supplementary anticipatory disability pension benefits and/or lump sum on anticipatory disability pension is subject to the member meeting the conditions set out below at the time of the member's decision, on the first day of the month after the decision and at the time when the increase

enters into force:

- > the employer makes pension contributions
- > the insurance policy has not expired
- > the member is employed under a collective agreement offering the option of adjusting amounts

The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

If the supplementary anticipatory disability or senior pension benefits and/or the lump sum on anticipatory disability pension are increased, the higher benefits will not be disbursed if, based on a specific assessment of the member's health details in connection with the later award of a subsidised flexi-job, a resource programme or public anticipatory disability or senior pension, a connection is found to exist with conditions already present at the date of the decision and the effective date. Moreover, symptoms of such conditions must not be present at these dates.

- (8) Supplementary anticipatory disability and senior pension benefits, savings balance protection and/or a lump sum on anticipatory disability pension may be paid out if the member is awarded public anticipatory disability or senior pension after the insurance cover has entered into force. 50% of the lump sum on anticipatory disability pension may be paid out early if the member after 1 January 2018 is in a resource programme, see subclause 1, which has lasted for a continuous period of at least 12 months.
- (9) Supplementary anticipatory disability and senior pension benefits and the lump sum on anticipatory disability pension will be paid out at the amounts and subject to the date of cessation applying to the individual benefits at the date on which the payment of public anticipatory disability or senior pension benefits is to commence. It is not the amount at, e.g., the date of notification of illness that is paid out. If the member has already received 50% of the lump sum on anticipatory disability pension, see subclause 8, the remaining 50% may be paid out.

Savings balance protection is awarded at an amount calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date on which public anticipatory disability or senior pension is awarded less the contribution to the Supplementary Labour Market Pension Scheme, see clause 16a. The savings balance protection cannot be less than the minimum annual amount of DKK 6,000 determined by PensionDanmark (2018). The savings balance protection will terminate at the latest on the date of cessation applying on the effective date of the award.

- (10) Supplementary anticipatory disability and senior pension benefits and/or the lump sum on anticipatory disability pension are paid out from the date of commencement of the disbursement of public anticipatory disability or senior pension benefits, see, however, subclause 8 on disbursement in connection with a resource programme.

The savings balance protection is transferred from PensionDanmark to the member's savings with PensionDanmark effective the date of commencement of the disbursement of public anticipatory disability or senior pension benefits.

- (11) For members who have reached the age of 55 when awarded public anticipatory disability or senior pension, supplementary anticipatory disability or senior pension benefits are disbursed monthly up to and including the earlier of the month in which the disbursement of benefits is discontinued due to the member's age, see subclause 17, and the member's death.

For members who have not reached the age of 55, supplementary anticipatory disability pension benefits are disbursed for five years at a time but will be discontinued if the member dies during this time. At the end of each 5-year payout period, the company will assess whether the conditions for continued payout are met, see subclause 20.

Notwithstanding the above, the member is obligated at all times and on his or her own initiative to provide PensionDanmark with information about any earned income.

If a member has received supplementary anticipatory disability or senior pension benefits and/or a lump sum on anticipatory disability pension from PensionDanmark which he or she was not entitled to, the member must pay back the amount to PensionDanmark. The savings balance protection will be transferred back to PensionDanmark.

- (12) If the disbursement of supplementary anticipatory disability pension benefits and children's pension

benefits commenced before 1 January 2009, the pension benefits may be increased due to bonus, see, however, clause 25(4). The rules on bonuses are set out in the bonus regulation.

- (13) If the disbursement of supplementary anticipatory disability pension and senior pension benefits and savings balance protection commenced on or after 1 January 2009, a bonus will not be added to the pension benefits.

Returns obtained on the related assets are allocated to the provision for disbursement on an ongoing basis.

Based on the revalued or written-down provision, the member's benefits are normally adjusted once a year. This means that the supplementary anticipatory disability pension benefits and the savings balance protection may increase or decrease in the following year.

- (14) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the municipality has brought an action regarding disability pension benefits or public anticipatory disability pension or senior pension benefits before the insurance cover enters into force.

- (15) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the member has been awarded disability pension or public anticipatory disability or senior pension before the insurance cover enters into force.

- (16) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the payment of public anticipatory disability or senior pension benefits is resumed after a dormant period in the event that public anticipatory disability or senior pension was originally awarded before the insurance cover entered into force.

- (17) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the member is awarded public anticipatory disability or senior pension after the member:

- › transitioned to extended non-contributory coverage, see clause 7(4), second paragraph, where the member, after the discontinuance of contributions to PensionDanmark, has enrolled in another pension scheme
- › became a dormant member
- › ceased to be a member of PensionDanmark
- › retired, see clause 10a(2), or
- › reached the age of cessation applying to anticipatory disability and senior pension benefits; if public anticipatory disability pension was awarded effective between 1 January 2003 and 31 December 2014 the age of cessation is 62 years. For public anticipatory disability pension awarded effective between 1 January 2015 and 31 December 2019, the age of cessation for anticipatory disability pension benefits is three years before the member reaches state retirement age. For public anticipatory disability and senior pension awarded effective 1 January 2020, the age of cessation for the lump sum on anticipatory disability pension is six years before state retirement age. For supplementary anticipatory disability and senior pension and savings balance protection, the age of cessation is three years before state retirement age. If the insurance cover on anticipatory disability and senior pension only comprises a lump sum on anticipatory disability or senior pension, the age of cessation is three years before state retirement age.

- (18) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the employer has made pension contributions covering less than 12 months within the last four years and the symptoms of the conditions leading to the award of public anticipatory disability or senior pension were present already before the member was enrolled in PensionDanmark.

In determining the contribution period, pension contributions made by the employer for periods during which the member received pay during sickness absence, employer-paid sickness benefits, etc. are not included.

- (19) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection will not be paid out if the employer pays pension contributions too late, see clause 3(3), and the insurance policy has therefore not entered

into force at the time when the member is awarded public anticipatory disability or senior pension.

- (20) When the disbursement has commenced, the disbursement of supplementary anticipatory disability or senior pension benefits and the payment of contributions to the savings balance protection may be discontinued if the member's public anticipatory disability or senior pension is later suspended or becomes dormant due to the member's earned income.

The disbursement of supplementary anticipatory disability or senior pension benefits and the payment of contributions to the savings balance protection may also be discontinued due to the member's earned income pursuant to rules laid down by PensionDanmark.

- (21) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability pension and the savings balance protection are not guaranteed. This means that individual benefits may be cancelled, that the amount of individual benefits may be adjusted and that the other terms and conditions regarding disbursement and award, including age on expiry, may be amended as directed by the Board of Directors. This also applies to benefits that have already been awarded.

It also means that the price may change. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time, see clause 25.

Such changes, which may be upwards or downwards, will normally be made once a year and affect existing and new members alike.

16a. Terms and conditions for the payment of contributions to the Supplementary Labour Market Pension Scheme

- (1) If a member is awarded public anticipatory disability or senior pension and in this connection receives supplementary anticipatory disability or senior pension benefits, disability benefits or contributions to the savings balance protection from PensionDanmark, the member will automatically be enrolled in the Supplementary Labour Market Pension Scheme with PensionDanmark.
- (2) Membership contributions to the Supplementary Labour Market Pension Scheme with PensionDanmark are paid monthly by the member's municipality of residence. The contribution is fixed and adjusted once a year.
- (3) The payment of contributions will automatically be discontinued on the first day of the month after the member has reached state retirement age or the first day of the month after the member's death. The member may opt to stop the payment of contributions to the Supplementary Labour Market Pension Scheme. The member must notify his or her municipality of this.
- (4) Supplementary Labour Market Pension benefits are disbursed together with lifetime pension benefits.

If the member dies before he or she reaches retirement age, the Supplementary Labour Market Pension will be disbursed as a lump sum, after deduction of taxes, to the member's next of kin, see clause 24(6).

16b. Savings balance protection for certain members in subsidised flexi-jobs

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to the savings balance protection for certain members in subsidised flexi-jobs.
- (2) Savings balance protection may be awarded if pension contributions, see clause 5(1), are paid pursuant to the rules for subsidised flexi-jobs established on or after 1 January 2013 and if the insurance cover on anticipatory disability and senior pension comprises savings balance protection and the member, see clause 16(3), qualifies for savings balance protection based on a specific assessment.
- (3) Savings balance protection is awarded at an amount calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date on which the member took up the subsidised flexi-job less the pension contribution made by the subsidised flexi-job employer. The calculated average cannot be less than the minimum annual amount of DKK 6,000 determined by PensionDanmark (2018).
- (4) The savings balance protection is transferred from PensionDanmark to the member's savings with PensionDanmark effective the date when the member meets the conditions set out in clause 16b(2). The provisions of clause 16(14-19) also apply in connection with the award of savings balance

protection to certain members in subsidised flexi-jobs.

The savings balance protection will terminate on the first day of the month after the payment of pension contributions, see clause 5(1), from the subsidised flexi-job employer is discontinued or on the date on which the member takes up another type of employment than the subsidised flexi-job. However, the savings balance protection will terminate at the latest on the date of cessation applying on the effective date of the award.

- (5) If the member has received savings balance protection contributions from PensionDanmark which he or she was not entitled to, such savings balance protection contributions will be paid back to PensionDanmark.

- (6) No bonus will be added to the savings balance protection.

Returns obtained on the related assets are allocated to the provision for savings balance protection on an ongoing basis.

Based on the revalued or written-down provision, the member's savings balance protection is normally adjusted once a year. This means that the savings balance protection may increase or decrease in the following year.

- (7) The savings balance protection is not guaranteed.

This means that the savings balance protection may be cancelled, that the amount of the savings balance protection may be adjusted and that the other terms and conditions regarding disbursement and award, including age on expiry, may be amended as directed by the Board of Directors. This also applies to savings balance protection that has already been awarded.

It also means that the price may change. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time, see clause 25.

Such changes, which may be upwards or downwards, will normally be made once a year and affect existing and new members alike.

Section F Terms and conditions for insurance cover for loss of earning capacity for employees of Falck Danmark A/S

17. Common rules for insurance cover for loss of earning capacity

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to insurance cover on loss of earning capacity.

- (2) Insurance cover on loss of earning capacity may consist of disability pension benefits and savings balance protection.

The rules on disability pension benefits and savings balance protection are laid down by PensionDanmark's Board of Directors.

- (3) If a member is employed in a subsidised flexi-job at the time of enrolment, or if the member takes up a subsidised flexi-job after he or she has transitioned to dormant membership, the member is covered by insurance on loss of earning capacity, a subsidised flexi-job arrangement, a resource programme and anticipatory disability and senior pension.

However, the right to receive benefits due to loss of earning capacity is subject to, based on a specific assessment, the loss of earning capacity being found to be unrelated to the conditions underlying the award of a subsidised flexi-job.

The above rule applies also to members who are employed in wage subsidy jobs or other types of supported employment, including vocational rehabilitation programmes, trial jobs, section 56 agreements or any other employment that is in the nature of supported employment because special allowance is made for the member's state of health.

- (4) If after enrolling in PensionDanmark the member is employed in a subsidised flexi-job and has not at this point transitioned to dormant membership, and if, under the collective agreement, pension contributions are payable to PensionDanmark, the membership will continue, including insurance

cover on loss of earning capacity, a subsidised flexi-job arrangement, a resource programme and anticipatory disability and senior pension corresponding to the collective agreement for the subsidised flexi-job.

If contributions are made pursuant to a collective agreement outside PensionDanmark's business sector, the membership will continue with insurance cover on loss of earning capacity, a subsidised flexi-job arrangement, a resource programme and anticipatory disability and senior pension in accordance with the latest collective agreement with an obligation to pay contributions to PensionDanmark applying to the member prior to being employed in a subsidised flexi-job.

- (5) Disability pension benefits and savings balance protection are not guaranteed. This means that individual benefits may be cancelled, that the amount of individual benefits may be adjusted and that the other terms and conditions regarding disbursement and award, including age on expiry, may be amended as directed by the Board of Directors. This also applies to benefits that have already been awarded.

It also means that the price may change. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time, see clause 25. Such changes, which may be upwards or downwards, will normally be made once a year and affect existing and new members alike.

- (6) If the disbursement of disability pension benefits and savings balance protection commenced before 1 January 2009, a bonus may be added to the benefits, see, however, clause 25(4). The rules on bonuses are set out in PensionDanmark's bonus regulation.
- (7) If the disbursement of disability pension benefits and savings balance protection commenced on or after 1 January 2009, a bonus will not be added to the benefits.

Returns obtained on the related assets are allocated towards the provision for disbursement on an ongoing basis.

Based on the revalued or written-down provision, the member's benefits are normally adjusted once a year. This means that the disability pension benefits and the savings balance protection may increase or decrease in the following year.

18. Disability pension and saving balance protection on permanent loss of earning capacity before 1 April 2014

- (1) If a member unintentionally suffers a permanent loss of earning capacity due to illness or an accident, or if the member is awarded public anticipatory disability or senior pension, disability pension benefits and savings balance protection may be disbursed.

Permanent loss of earning capacity must have been incurred and public anticipatory disability or senior pension must have been awarded after the member obtained insurance cover on loss of earnings capacity.

- (2) Disbursement commences three months after the permanent loss of earnings capacity was incurred or the member was awarded public anticipatory disability pension.

The savings balance protection is transferred from PensionDanmark to the member's savings with PensionDanmark, effective the above-mentioned date.

Disability pension benefits and savings balance protection will be discontinued at the earlier of the date of cessation applying on the effective date of the award of benefits and the date of the member's death.

- (3) Full disability pension benefits are disbursed and savings balance protection is awarded if the member is awarded public anticipatory disability pension. The member will also be automatically enrolled in the Supplementary Labour Market Pension Scheme, see clause 16a.
- (4) Disability pension benefits are disbursed at 50% if the member's earning capacity is permanently reduced to 50% or less of full earning capacity in any profession. Savings balance protection is awarded if the member's earning capacity is permanently reduced to a third or less of full earning capacity in any profession.

In the event of changes to the member's state of health on or after 1 April 2014 leading to the member being awarded, for example, public anticipatory disability or senior pension, the rules set out in clause 18a(1) apply.

- (5) PensionDanmark may request the member to provide a medical certificate in order to assess whether the member has permanently lost his or her earning capacity and the extent of the loss. PensionDanmark may obtain and process information from any doctor who treats or has treated the member, and PensionDanmark may have the member examined by a doctor selected by PensionDanmark.
- (6) Loss of earning capacity means that the member exclusively for health reasons – as a consequence of illness or an accident – is no longer considered able to earn by personal work what is usual for people with full capacity for work and comparable education, age and employment history.
- (7) The member's capacity to work both in his or her current position or profession and in other positions or professions (general capacity for work) is the decisive factor in determining whether the member qualifies for disability pension benefits and savings balance protection.
- (8) Cover is conditional on medical examinations demonstrating objective signs of injury or illness. The insurance does not provide cover if objective signs of injury or illness cannot be demonstrated, for example if it is merely a case of subjective complaints about pain, discomfort or similar.
- (9) Cover is conditional on the member suffering a permanent a loss of earnings corresponding to at least two-thirds or 50%, respectively, of his or her income from personal work before the member's capacity for work was reduced.
- (10) The member's taking up a subsidised flexi-job, a wage subsidy job, etc. will have no bearing on his or her right to receive disability pension benefits.
- (11) Disability pension and savings balance protection benefits are calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date of the loss of earning capacity/anticipatory disability or senior pension.
- (12) Disability pension and savings balance protection benefits are not disbursed if the member has transitioned to dormant membership at the time when the loss of earning capacity occurred, or if the member has been awarded public anticipatory disability or senior pension.
- (13) If the conditions for the disbursement of disability pension and savings balance protection benefits are no longer met, the benefits will be discontinued and the membership will be converted into dormant membership. Disability pension and savings balance protection benefits will be discontinued at the earlier of the date of cessation applying at the effective date of the award of benefits and the date of the member's death.
- (14) As long as the member receives a salary from Falck Danmark A/S, the disability pension benefits will be paid out to Falck Danmark A/S via PensionDanmark's cooperative partner.

18a. Permanent loss of earning capacity on or after 1 April 2014

- (1) Disability pension and savings balance protection benefits will not be disbursed if the member, see clause 18(1), suffers a permanent loss of earning capacity on or after 1 April 2014.

The same applies in connection with changes in the member's state of health, see clause 18(4).

- (2) However, supplementary anticipatory disability and senior pension and savings balance protection benefits may be disbursed if the member is awarded public anticipatory disability or senior pension and meets the conditions set out in clause 16.

The member will also be covered by the provisions set out in clause 16a regarding the payment of contributions to the Supplementary Labour Market Pension Scheme.

19. Disability pension on temporary incapacity for work before 1 April 2014

- (1) Disability pension benefits may be disbursed in the event of the member's unintentional temporary incapacity for work as a result of illness or an accident.

The temporary incapacity for work must have occurred after the member obtained insurance cover on loss of earning capacity and before 1 April 2014.

- (2) PensionDanmark may make documentation of the temporary incapacity for work a condition for the disbursement of disability pension benefits. Furthermore, PensionDanmark may collect and process information from any doctor who treats or has treated the member and have the member examined by a doctor selected by PensionDanmark.

- (3) Full disability pension benefits are disbursed if the member is unfit to perform his or her current job.

Disability pension benefits are disbursed at 50% if the member is only able to perform his or her current job to an extent corresponding to 50% or less.

If the member is able to perform his or her current job to an extent greater than 50%, the member is not considered unfit for work and disability pension benefits will not be disbursed.

The disbursement of disability pension benefits commences on the date on which the member has been unfit for work for three consecutive months.

In the event of changes in the member's state of health on or after 1 April 2014 leading, for example, to the member partially regaining his or her capacity for work or to the member's loss of earning capacity becoming permanent, the rules set out in clause 19a(2) or clause 18a apply.

- (4) Disability pension benefits are disbursed for up to 18 months on temporary incapacity for work. Within this time frame, PensionDanmark is entitled to make the continued disbursement of disability pension benefits conditional on the member being unfit for work. The disbursement of disability pension benefits will be discontinued if during the payout period the member either dies or is three years away from state retirement age.
- (5) Cover is conditional on the member suffering a permanent loss of earnings corresponding to at least two-thirds or 50%, respectively, of his or her income from personal work before becoming unfit for work.
- (6) Disability pension benefits will be disbursed at the amount and subject to the date of cessation applying to the member at the date on which he or she became temporarily unfit for work.

19a. Disability pension on temporary incapacity for work on or after 1 April 2014

- (1) PensionDanmark passes the contribution to the temporary incapacity for work insurance on to PensionDanmark's collaboration partner, which disburses disability pension benefits on temporary incapacity for work in accordance with the collaboration partner's insurance terms and conditions in force from time to time.

Section G Terms and conditions for cover on death

20. Cover on death

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to cover on death.
- (2) Cover on death may consist of a minimum amount. The rules applying to such minimum amount are laid down by PensionDanmark's Board of Directors.
- (3) The minimum amount is not guaranteed. This means that the minimum amount may be cancelled, that the size of the minimum amount may be adjusted and that the other terms and conditions regarding disbursement and award, including the rules on age-related tapering and age of expiry, may be amended as directed by the Board of Directors.
It also means that the price may change. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time, see clause 25.
Such changes, which may be upwards or downwards, will normally be made once a year and affect existing and new members alike.
- (4) The member may – within the framework established by PensionDanmark – direct who is to receive the benefits on his or her death.

Within this framework, the member may designate the primary beneficiary or beneficiaries of the benefits, but the member cannot designate any alternative beneficiaries.

The member must notify PensionDanmark of this in writing by ordinary mail or electronically using

NemID.

If the member later wishes to change the beneficiary/beneficiaries, PensionDanmark must be notified of this in writing by ordinary mail or electronically using NemID.

- (5) If a member has designated a beneficiary or beneficiaries of the benefits on his or her death, the benefits from PensionDanmark will be disbursed in full to this person or these persons.

However, if the overall benefits on death include statutory amounts, it may be prescribed by law who PensionDanmark must pay this amount to.

- (6) If the member has not designated any beneficiaries of the benefits on his or her death, the benefits will be disbursed in full to the member's next of kin.

The member's next of kin are, in the order given:

- > the member's spouse or registered partner
- > the member's cohabitant if the cohabitation has lasted for at least two years or the member has children of the relationship with the cohabitant
- > the member's children, or
- > the member's beneficiaries under will or legislation.

See section 105a. of the Danish Insurance Contracts Act. In the absence of any next of kin, the lump sum will not be disbursed.

- (7) According to the rules laid down by PensionDanmark, the member may increase, reduce or opt out of the minimum amount. The minimum amount may be changed at PensionDanmark's website. The member may also contact PensionDanmark in writing or by phone.

- (8) If the member opts to reduce the minimum amount, the minimum amount will be reduced on the first day of the month after PensionDanmark was notified of the member's decision. If PensionDanmark is notified of the member's decision on or after the 25th day of the month, the minimum amount will not be reduced until the first day of the following month. The above also applies if the member opts out of the minimum amount. The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

- (9) If the member decides to increase the minimum amount, the minimum amount will be increased six months after the first day of the month after PensionDanmark was notified of the member's decision. This means that if PensionDanmark, for example, is notified of the member's decision in January 2023, the increase will become effective on 1 August 2023.

However, the increase of the minimum amount is subject to the member meeting the conditions set out below at the time of the member's decision, on the first day of the month after the decision and at the effective date of the increase:

- > the member is fully fit for work and not on sick leave from his or her job
- > the employer makes pension contributions
- > the insurance policy has not expired
- > the member is employed under a collective agreement offering the option of adjusting amounts

If the minimum amount is increased, disbursement of the higher minimum amount is subject to, based on a specific assessment, the death being found to be unrelated to a previous critical illness diagnosis or symptoms thereof, see clause 15(3), and to the conditions or symptoms thereof underlying a previous award of a resource programme, a subsidised flexi-job arrangement, anticipatory disability pension or senior pension which were present at the date of the decision and the effective date.

If PensionDanmark is notified of the member's decision on or after the 25th day of the month, the minimum amount will not be increased until the first day of the following month, i.e. on 1 September 2023 in the above example.

The decision will be cancelled if the member transitions to dormant membership, see clause 7(9).

- (10) If the member dies before reaching retirement age, see clause 10a(2), the minimum amount prevailing at the time of death will be disbursed, see, however, subclauses 11 and 13.

- (11) If the member's overall pension savings after deduction of state tax exceed the minimum

amount at the time of the member's death before reaching retirement age, see clause 10(2), the pension savings balance after deduction of state tax and any estate tax, see clause 24(6), will be disbursed instead of the minimum amount. The savings balance is determined at the date of disbursement, not the date of death.

- (12) If at the time of death the member receives annuity and/or lifetime pension benefits due to retirement, any remaining balance of the annuity pension and any remaining savings balance protection of the lifetime pension will be disbursed. In case of partial retirement, the remaining savings, see paragraph 1, will be set off against the minimum amount, see subclause 10, prevailing at the date of death. The savings balance is determined at the date of disbursement, see subclause 11. The benefits will be disbursed as a lump sum after deduction of state tax and any estate tax, see clause 24(6).
- (13) The minimum amount will not be disbursed if the member dies after the member
- > has become a dormant member
 - > has ceased to be a member of PensionDanmark
 - > has retired, see clause 10a(2), or
 - > has reached state retirement age.

21. Spouse's pension and children's pension

- (1) If under previous rules the pension scheme includes spouse's and children's pensions which are payable on the member's death, the spouse's pension and the children's pension will be converted and disbursed as a lump sum.

Section H Terms and conditions for PensionDanmark's healthcare programme

22. PensionDanmark's healthcare programme

- (1) This section and the appendix to section H set out the special rules applying, together with the general insurance terms and conditions, to the products included in PensionDanmark's healthcare programme.

PensionDanmark's healthcare programme, in the following referred to as the healthcare programme, entitles a member to treatment of musculoskeletal problems by a physiotherapist or a chiropractor.

The healthcare programme also entitles a member to:

- > Consultation with a nurse, diagnosis and treatment in case of long-term illness or the risk thereof
- > Prompt Diagnosis
- > Guide to the public healthcare system
- > Online health test
- > Online medical consultation
- > Online psychological counselling

The services are described in more detail in the appendix to section H.

- (2) The contribution to the healthcare programme constitutes the payment for the above services when the member is covered by the healthcare programme.
- (3) A member covered by the healthcare programme who is awarded anticipatory disability pension, retires or, see clause 7(5), transitions to dormant membership will continue to be covered by the healthcare programme unless he or she opts out of the programme.

The payment for the healthcare programme is deducted from the member's pension savings.

Section I Terms and conditions for cover for loss of licence

23. Cover for loss of licence

- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to cover for loss of licence.
- (2) The insurance cover is based on the legislation in force from time to time, including the executive order on medical certificates issued by the Danish Transport Authority.
- (3) The insurance cover consists of a lump sum.
- (4) The lump sum may be disbursed to members who are covered by the insurance if the member,

after the insurance policy has entered into force but before the member reaches the age of 62, is not issued with a certificate of health by the Danish Transport Authority for his or her job function and is therefore dismissed, provided the employer's notice of termination to the member does not exceed the grounding period. Temporary suspension of the certificate of health does not entitle the member to disbursement of the lump sum.

- (5) The lump sum is disbursed at the amount to which the member is entitled at the time when the member meets all the conditions for disbursement of the lump sum, see subclause 4.
- (6) The insurance cover expires when the member reaches the age of 62, if the member resigns before that date, or when the member has received the lump sum.
- (7) A member may only receive one lump sum. When the lump sum has been disbursed, the member will not be covered by the insurance again at a later point in time.
- (8) The lump sum is not guaranteed. This means that the price and the size of the lump sum may be adjusted.

Such changes, which may be upwards or downwards, will normally be made once a year and affect existing and new members alike.

Section J Other general insurance terms and conditions

24. Disbursement of insurance and pension benefits

- (1) The right to receive insurance and pension benefits is a personal right for the member as well as for other beneficiaries. This means, for example, that the right to receive the lump sum on certain critical illnesses and the right to receive benefits on the award of a subsidised flexi-job, a resource programme or anticipatory disability or senior pension lapse on the member's death.
- (2) Insurance and pension benefits are paid into the recipient's NemKonto account, unless the member does not have a NemKonto account or the recipient has requested that the benefits be paid into a creditor protected account, see subclause 3.
- (3) Rights pursuant to the insurance policy may be creditor protected in accordance with the legislation in force from time to time.
- (4) Before insurance or pension benefits can be disbursed, PensionDanmark will notify the recipient of the documentation that needs to be provided in order for the benefits to be disbursed. The recipient must procure this documentation at his or her own expense.
- (5) If the necessary documentation cannot be obtained, PensionDanmark will determine how the benefits and the amount of the benefits should be determined.
- (6) Taxes and duties on insurance and pension benefits payable by PensionDanmark to the authorities on behalf of the recipient will be deducted prior to disbursement to the recipient.
- (7) Claims in respect of insurance benefits, see clauses 15-21 and clause 23, are not subject to the statute of limitations.

25. Technical basis

- (1) The technical basis, the bonus regulation and the relating rates have been reported to the Danish FSA together with PensionDanmark's profit policy.

The information provided to the Danish FSA remains in force until new information is provided. Changes to the information provided may affect all insurance policies, i.e. both existing and new policies. Insurance benefits are calculated in accordance with such new information.
- (2) The insurance benefits referred to in clauses 11-23 and the amounts referred to in clauses 8-9 are calculated and fixed according to the technical basis and relating rates in force from time to time.
- (3) A bonus in the form of interest on policyholders' savings is added for one period at a time on the basis of the rates fixed by PensionDanmark in accordance with the rules in force from time to time, which are specified in PensionDanmark's bonus regulation and in PensionDanmark's profit policy.
- (4) For members entitled to bonus, the members' share of a deficit, regardless of origin, may be

covered primarily by the members' overall collective bonus potential in accordance with PensionDanmark's profit policy according to collective principles of solidarity.

26. Limitation of insurance cover

- (1) In the event of a state of war or other increase of risk of a similar nature in Danish territory, the insurance covers for certain critical illnesses, resource programmes, anticipatory disability pension, loss of earning capacity, subsidised flexi-jobs, loss of licence and death will terminate.
- (2) Insurance covers will not terminate for members on active service as part of the Danish Armed Forces, including the Fighting Services, or on the orders of the Danish government, outside of Danish territory. For members on any other form of active service, insurance covers for certain critical illnesses, resource programmes, anticipatory disability pension, loss of earning capacity, subsidised flexi-jobs, loss of licence and death will terminate.
- (3) On the recommendation of the Danish FSA, the Minister for Industry, Business and Financial Affairs will determine whether the aforementioned state is deemed to have occurred and if so from which date the occurrence and termination of the increase of risk, see subclauses 1 and 2, should be calculated.
- (4) PensionDanmark may reduce insurance benefits – also for insurance events which have already occurred – if, as a result of disaster, including natural disaster, an act of terrorism, pandemic, accident or other incident leading to multiple injuries, there is a very substantial increase in the number of recoverable losses of a size that could compromise PensionDanmark's total capital or its members' pension rights if PensionDanmark were to disburse insurance benefits in accordance with the other insurance terms and conditions. This means that all awards will be subject to a joint and several, proportionate reduction of insurance benefits, regardless of whether there is a causal link between the individual award and the disaster or a specific date of injury.

27. Incorrect information

- (1) If a member provides PensionDanmark with incorrect information, the insurance covers for certain critical illnesses, resource programmes, anticipatory disability pension, loss of earning capacity, subsidised flexi-jobs, loss of licence and death may terminate in whole or in part under the rules of the Danish Insurance Contracts Act.

28. Options of disposal

- (1) Insurance policies cannot be pledged, assigned or put up as collateral.
- (2) The pension statement is not a security and possession of the pension statement does not confer any rights on the holder against PensionDanmark. Accordingly, sections 113 and 114 of the Danish Insurance Contracts Act on the marketability of life insurance contracts do not apply to this insurance agreement.

29. Handling of complaints

- (1) A member may bring decisions made by PensionDanmark before the Insurance Complaints Board, an arbitration tribunal or the ordinary courts of law.
- (2) The lodging of a complaint with the Insurance Complaints Board or an arbitration tribunal does not preclude the member or PensionDanmark from subsequently bringing the case before the ordinary courts of law.

30. Processing of personal data

- (1) PensionDanmark carries on life insurance activities and was established as a labour market-related limited pension insurance company with the objective of managing its members' compulsory labour market pension schemes provided for by collective agreements. Personal data are processed in accordance with, among other regulations, the Danish Financial Business Act for purposes falling within the scope of the company's above-mentioned activities, including meeting the obligations imposed upon it by legislation applying to its business area. When a member is enrolled in the pension scheme, the member's employer discloses the member's name, civil registration (CPR) number, collective agreement code and contribution period and the amount of the pension contribution, which information is subsequently used to set up the member's pension scheme, calculate the benefits to which the member is entitled and manage the obligation to pay pension contributions.

Personal data further to the data mentioned above are processed only for the performance of a contract if the member exercises the options provided by the pension scheme or if the member becomes entitled to benefits under his or her healthcare scheme or insurance policies, in which case the company will process the specific personal data based on the member's consent. The company's processing of personal data is set out in its privacy policy, which is available at the company's website.

Appendix to section B Regulation for optional contributions

The regulation sets out the special rules applying to optional additional contributions to a member's pension savings with PensionDanmark within the framework established by PensionDanmark's Board of Directors.

The insurance terms and conditions for pension schemes with PensionDanmark also apply to optional contributions and the benefits to which the member becomes entitled as a result of the optional contribution

1. Voluntary and additional lump sum contributions

- (1) In addition to the collectively agreed pension contribution, PensionDanmark's members also have the option to make voluntary contributions or one or more additional lump sum contributions.
- (2) A member may make voluntary monthly contributions via his or her employer together with the collectively agreed contribution.
- (3) A member may make one or more additional lump sum contributions to his or her retirement savings, annuity pension and/or lifetime pension. Voluntary additional lump sum contributions to retirement savings and annuity pension schemes can only be made if compulsory contributions to these schemes do not exceed the maximum annual contribution, see subclause 8. Agreements on the payment of additional lump sum contributions are set up via PensionDanmark's website. Additional lump sum contributions to annuity and lifetime pensions are deductible from the member's taxable income according to the rules of the Danish Pension Tax Act. Additional lump sum contributions to retirement savings are not tax-deductible. The costs relating to the payment of additional lump sum contributions are determined annually by PensionDanmark.
- (4) A member may make voluntary monthly contributions to his or her retirement savings, annuity pension and/or lifetime pension. Voluntary contributions to retirement savings and annuity pension schemes can only be made if compulsory contributions to these schemes do not exceed the maximum annual contribution, see subclause 8. Agreements on the payment of voluntary monthly contributions are set up via PensionDanmark's website. Contributions to annuity pension and lifetime pension schemes are deductible from the member's taxable income according to the rules of the Danish Pension Tax Act. Contributions to retirement savings are not tax-deductible. The costs relating to the payment of voluntary contributions are determined annually by PensionDanmark.
- (5) Voluntary contributions and additional lump sum contributions, see subclauses 2-4, are added to the member's pension savings. Insurance covers, including savings balance protection, are not increased.
- (6) The rules set out in PensionDanmark's insurance terms and conditions regarding the disbursement of benefits on retirement or death also apply to the pension savings accumulated by the member through voluntary contributions and additional lump sum contributions. Pension savings from voluntary contributions and lump sum contributions cannot be disbursed before the first day of the month after the member reaches his or her pension payout age, see, however, subclause 7, and are disbursed independently of the pension savings accumulated through collectively agreed contributions.
- (7) The balance of the pension savings accumulated through voluntary contributions and additional lump sum contributions may – as opposed to the member's other pension savings – be disbursed before the date of retirement if the member so requests (surrender).
- (8) As regards voluntary contributions and additional lump sum contributions, if the total contribution to the annuity pension scheme exceeds the maximum annuity pension contribution of DKK 60,900 (2023), the excess amount will be allocated towards the lifetime pension scheme. The same applies if the total contribution to retirement savings exceeds the maximum retirement savings contribution of DKK 8,800 after tax (2023), or DKK 56,900 after tax (2023) if the member meets the statutory conditions for making such higher contribution.

- (9) The savings and any future voluntary contributions and additional lump sum contributions are invested according to the investment profile selected by the member under the Free Pool Selection, unless the member has left it to PensionDanmark to select investments. The rules on Free Pool Selection are set out in the appendix to section C of PensionDanmark's insurance terms and conditions.
- (10) The rules regarding voluntary contributions via the employer and additional lump sum contributions originally entered into force on 1 December 2004. The rules regarding voluntary monthly contributions after resignation apply to agreements established on or after 1 June 2010.

2. Contributions for own account – agreements established before 1 June 2010

- (1) The option to establish an agreement on the payment of contributions for own account pursuant to subclauses 2-8 ceased effective 1 June 2010. Accordingly, subclauses 2-8, together with the other insurance terms and conditions for pension schemes with PensionDanmark, only apply to agreements on the payment of contributions for own account established before 1 June 2010.
- (2) When the member and PensionDanmark have entered into an agreement on the payment of contributions for own account, the insurance covers in force at the time of resignation will continue. The insurance covers may be adjusted if PensionDanmark's Board of Directors resolves to make a general change to insurance and savings benefits and their composition.
- (3) The monthly contribution must be at least DKK 500. The minimum contribution is adjusted once a year. Such adjustment applies to all agreements on contributions for own account. Monthly contributions are not capped.
- (4) The agreed contribution falls due monthly in arrears, the first time for the month in which the insurance covers would otherwise have expired. The final due date is the tenth day of the month after the month in which the contribution falls due. The contribution must be paid via Betalingsservice.
- (5) If the agreed contribution is not paid after the final due date, see subclause 4, the member will receive a reminder. If the agreed contribution is not paid by the 24th of the month, the membership will be converted into non-contributory coverage, see clause 7(8) of PensionDanmark's insurance terms and conditions.
- (6) If the member fails to pay the agreed contribution within the deadline, see subclause 5, the member may repeat the contribution for own account before expiry of non-contributory coverage. After the transition to dormant membership, the member can no longer make contributions for own account.
- (7) If employer-paid pension contributions are resumed, or if the member obtains savings balance protection, the member may no longer make contributions on his or her own account. In such case, the agreement on the payment of contributions for the member's own account will be annulled.

3. Terms and conditions for the transfer of savings to PensionDanmark (pension schemes via previous employment relationships and private pension schemes)

- (1) A member may transfer his or her pension savings with another pension fund to PensionDanmark in connection with a change of jobs. Both the member's compulsory and voluntary pension schemes, set up under a previous employment relationship, and the member's private pension schemes may be transferred to PensionDanmark.
- (2) The transfer of the member's compulsory or voluntary pension scheme to PensionDanmark may be completed free of charge if made no later than 36 months after the member's resignation from the previous pension scheme, or if the balance of the pension scheme at the time of transfer is less than DKK 56,100 (2023). The other pension fund may deduct a fee for the transfer. PensionDanmark does not charge any fees on reception of the amount transferred. Other transfers may be made against the payment of transfer costs and fees.
- (3) The amount transferred is added to the member's pension savings and allocated to the various

savings schemes according to the provisions of the Danish Pension Tax Act.

- (4) The amount transferred is subject to the rules set out in PensionDanmark's insurance terms and conditions on disbursement, interest accrual, costs, etc., including that the amount transferred cannot be disbursed prior to the member's pension payout age if the amount transferred derives from a compulsory or voluntary pension scheme established under a previous employment relationship.

4. Terms and conditions for own contributions via employer

- (1) Former members who are employed in a position not covered by a collective agreement with contributions payable to PensionDanmark or who are employed in a position with optional pension terms in a member company may prior to transition to dormant membership enter into an agreement with the company to continue the pension scheme with PensionDanmark.
- (2) In that case, the contribution will be allocated in the same way as a compulsory pension contribution, and the member will be comprised by insurance covers, PensionDanmark's healthcare programme and pension savings schemes corresponding to the product package offered under the member's most recent employment under a collective agreement with an obligation to make contributions to the company.
- (3) The member will have the same rights as those applying to compulsory pension contributions. This means, for example, that pension savings cannot be disbursed before the member reaches retirement age.
- (4) The right to make contributions will lapse, at the latest, when the employment relationship to which the agreement is related terminates.
- (5) As the payment of contributions is optional, a reminder procedure will not be initiated in the event of non-payment of contributions as the member will in that case transition to non-contributory coverage under the rules set out in clause 7.

Appendix to section C

Terms and conditions for members' selection of investment assets relating to pension savings contributions (Frit Puljevalg / Free Pool Selection)

1. General information about pools

- (1) PensionDanmark makes a number of investment asset pools available to members who wish to make their own choices regarding the composition of the investment assets underlying their pension savings and the relating contributions. The investment asset composition selected covers the selected pension scheme, including contributions to the scheme. Aside from the collectively agreed contribution, pension savings contributions may derive from voluntary contributions, additional lump sum contributions and savings transferred from another pension fund or the Employees Capital Pension Fund (Lønmodtagernes Dyrtidsfond). The investment assets of the pools consist of unit trust certificates and similar.
- (2) Some pools are managed in-house with the relevant investments being selected in accordance with investment guidelines defined by PensionDanmark. These pools include a cash pool that may include money market instruments and short-term bonds from issuers with a high credit rating or unit trust funds investing in such instruments and bonds. Internally managed pools may consist of investment assets selected by PensionDanmark and investment assets selected by external managers but where PensionDanmark chooses the composition of these managers.
- (3) Other pools are managed externally. They consist of certificates in unit trust funds or other collective investment schemes. PensionDanmark has made agreements with the relevant external managers for these funds to be made available to its members. The external managers are responsible for managing the portfolios.
- (4) PensionDanmark owns the assets included in both the internally and the externally managed pools.
- (5) Members' pension savings carry interest at a rate corresponding to the market return on the investment assets included in the selected pools less taxes and costs relating to the investments and the use of the pool selection system. The interest rate may thus be positive or negative.
- (6) Members using the pool selection system may be charged a fee and are notified thereof when using the system.

2. Members' selection of pools

- (1) To select pools, members must use the special functions on PensionDanmark's website.
- (2) Pools are selected by setting a percentage distribution between the pools offered or by allowing PensionDanmark to determine the mix based on a risk profile chosen by the member and the member's age (a profile product). The selected percentage distribution between the pools offered or the choice of profile product may be changed by the member. The selected percentage distribution applies to both future and existing savings contributions. Dividend distributed is reinvested in the same pool.
- (3) The selected percentage distribution or the selected profile product, see subclause 2, takes effect no later than three trading days after the member has made the selection. A trading day means a day on which all markets comprised by the member's choice are open for trading. PensionDanmark will send a confirmation to the member when the percentage distribution selection has become operative.

3. Responsibility

- (1) Responsibility for the selection of pools rests with the member. The risk of loss is therefore carried by the member, and PensionDanmark accepts no liability in connection with the member's selection of pools.
- (2) PensionDanmark is not liable for any financial loss suffered by a member due to PensionDanmark's inability, for whatever reason, to execute the percentage distribution selection in due time or

execute it at all. If the percentage distribution selection can be executed at a later point in time, this will take place after the obstacles have ceased to exist.

4. Changes to pools by PensionDanmark

- (1) PensionDanmark may at any time expand the number of pools that may be selected.
- (2) PensionDanmark may temporarily block the use of a pool without notice, for example if the pool cannot be used for technical reasons. In that case, any requests from a member to change the percentage distribution between pools that include the blocked pool will be met when the pool is unblocked. Savings to be allocated to a blocked pool will be allocated to the cash pool. The member will be notified of the block.
- (3) PensionDanmark may close a pool to new contributions without notice, following which the pool can no longer be included in the selection of percentage distribution. Savings to be allocated to a closed pool according to already selected percentage distributions are allocated to the cash pool. The member will be notified of the closure.
- (4) PensionDanmark may discontinue a pool by giving three months' notice, following which savings invested in the pool will be transferred to other pools. Members whose percentage distribution includes a discontinued pool will be encouraged to select other pools instead. For members who do not select another pool within the three-month period, the cash pool will take the place of the discontinued pool in the percentage distribution.
- (5) External managers may discontinue a unit trust fund or similar on which a pool is based, following which savings invested in the pool will be transferred to other pools. Members whose percentage distribution includes a discontinued pool will be encouraged to select other pools instead. For members who do not change the percentage distribution in due time, the cash pool will take the place of the discontinued pool in the percentage distribution.

5. Termination of pool selection

- (1) On being notified of the death of a member who has made his or her own pool selection, PensionDanmark will invest the relevant member's assets according to PensionDanmark's standard scheme (medium risk).
- (2) A member who has made his or her own pool selection may at any time opt out of the pool selection system, following which the investment assets underlying the member's pension savings will be selected by PensionDanmark with effect no later than three trading days after the opt-out date. A trading day means a day on which all markets comprised by the member's choice are open for trading.
- (3) When a member who has made his or her own pool selection begins to receive benefits on full or partial retirement, PensionDanmark may invest the relevant member's assets according to PensionDanmark's standard scheme (medium risk), following which the investment assets underlying the member's pension savings will be selected by PensionDanmark with effect no later than three trading days after the date on which disbursement is to begin. A trading day means a day on which all markets comprised by the member's choice are open for trading.

Appendix to section D Specification of certain critical illnesses

The diagnosis codes of the Danish National Patient Registry are used as documentation for the diagnosis made.

In addition, the diagnoses comprised by the insurance cover for certain critical illnesses, see clause 15(3) of the insurance terms and conditions for pension schemes with PensionDanmark, must meet the definitions set out in this appendix.

Diagnosis group 1: Malignant cancer

A malignant tumour which is microscopically characterised by uncontrollable, infiltrative growth into adjacent tissue and clinically by the risk of recurrence and spreading to regional lymph nodes and more remote organs (metastases).

The following illnesses are included if they are documented to require treatment involving chemotherapy, radiation therapy or specific inhibitor drugs, e.g. tyrosine kinase inhibitors:

- Acute leukaemia (ALL and AML)
- Chronic myeloid leukaemia (CML)
- Chronic lymphocytic leukaemia (CLL)
- Malignant lymphomas, including Hodgkin's Lymphoma
- Myelomatosis (bone marrow cancer)
- Chronic myeloproliferative neoplasms, e.g. polycythemia vera
- High-risk myelodysplastic syndrome (MDS)
- Chronic myelomonocytic leukemia (CMML), type 2

Also included are:

- Bone marrow transplantation
- Malignant melanoma
- All haematologic diseases which in the course of treatment require the transplantation of stem cells/bone marrow from another individual (allogeneic bone graft).

Excluded from coverage are:

- All forms of skin cancer, including Kaposi sarcoma
- Clinically localised stages of prostate cancer with a Gleason score below 7 which do not result in curative treatment, including prostate gland removal or radiation therapy
- All tumours which based on microscopic (histological) examination are described as pre-malignant (precursors to cancer), such as cell changes in the cervix (Cervical Intraepithelial Neoplasia (CIN), all stages), "carcinoma in situ" and
- Benign bladder papillomas as well as tumours caused by human immunodeficiency virus infection

The diagnosis must be based on histological or cytological examination of the removed tumour or a biopsy performed by a specialist in the examination of tissue and cells (pathological anatomy).

The diagnosis must have been made on or after 1 January 2000; for the types of cancer listed in items 6-8 as well as bonemarrow transplants, the diagnosis must have been made on or after 1 January 2014.

Diagnosis group 2: Heart disease

This diagnosis group covers the following diagnoses:

2a. Coronary thrombosis

Coronary thrombosis (cardiac infarct) means acute decay of a part of the cardiac muscle due to reduced/discontinued blood supply to the relevant part of the heart. The diagnosis must be documentable and based on:

- › Typical increase and/or drop in blood levels (TnT or CK-MB) combined with at least one of the following criteria:
 - › Symptoms of ischemia (e.g. chest pains, dyspnoea, acute cardiac insufficiency, arrhythmia) or
 - › Accompanying and relevant EKG changes compatible with acute ischemia (new ST-T changes or new left-side blockages)

The diagnosis must have been made on or after 1 January 2000.

The diagnosis must have been made by a cardiology department or a cardiology specialist.

2b. Dilated and hypertrophic cardiomyopathy

The member must be diagnosed with dilated cardiomyopathy on or after 1 January 2000. As regards hypertrophic cardiomyopathy, echocardiography or an MR scan must have shown left ventricular hypertrophy with a thickness of more than 15 mm without being able to identify the cause, which means that the condition must not be due to hypertension, aortic stenosis or vigorous physical activity. The member must be diagnosed with hypertrophic cardiomyopathy on or after 1 January 2019.

2c. Coronary sclerosis

Cardiac surgical treatment of coronary sclerosis or constriction (revascularisation) in case of medically non-treatable cardiac spasms (angina pectoris) in the form of:

- > Coronary artery bypass grafting, including planned surgery where the member has been admitted to a waiting list, or
- > Already started balloon angioplasty/PCI of one or more coronary arteries, regardless of whether the treatment can be completed

The diagnosis must have been made on or after 1 January 2000.

2d. Life-threatening arrhythmia with ICD implantation

Implantation of implantable cardioverter defibrillator (ICD) due to life-threatening arrhythmia.

The diagnosis must have been made on or after 1 January 2016 by a cardiology department or a cardiology specialist.

2e. Chronic heart failure

Chronic heart failure (NYHA class III/IV) which has been diagnosed clinically and by echocardiography and which only allows light or no physical activity is covered. The member must be diagnosed with severe heart failure on or after 1 January 2020.

Diagnosis group 3: Cardiac valve disorder

This diagnosis group covers the following diagnoses:

3a. Heart valve surgery

Heart surgery of cardiovascular disease diagnosed during the period of insurance with insertion, including percutaneous angiographic insertion, of artificial heart valve prostheses and insertion of mechanical or biological heart valve prostheses. Tightening of existing tissue (plastic surgery) is also covered. The diagnosis must have been made on or after 1 January 2000.

For planned surgery, the member must have been admitted to a waiting list.

3b. Left-sided cardiac valve inflammation

Inflammation of the left-sided cardiac valves (endocarditis disorder and aortic valve endocarditis) must be diagnosed by characteristic clinical systems (fever, embolism, petechiae, splinters, cardiac murmur). The diagnosis must be verified by an EKG and a four-week course of treatment with antibiotics scheduled. The diagnosis must have been made on or after 1 January 2011.

The diagnosis must be made by a cardiology department or an infectious medicine department.

Diagnosis group 4: Aortic valve disease

A burst (rupture) or local expansion of the aorta, a blockage of the aorta (aortic occlusion) or an aortic episode with rupture in the aorta's inner layer and bleeding into the aortic wall. The diagnosis must have been made on or after 1 January 2008.

An aortic aneurysm or aortic dissection must be determined through an ultrasound of the abdomen, echocardiography, CT/MRI scan or possibly an aortogram. Aortic occlusion must be diagnosed from clinical findings as well as an aortogram or an MRI angiography. For local extension of the aorta, it is a requirement that the member has received surgical treatment for the condition or has been admitted to a surgery waiting list. The coverage also applies in cases where the treatment cannot be carried out for technical reasons.

Diagnosis group 5: Cerebral haemorrhage or cerebral thrombosis (apoplexia)

Acute injury to the brain or spinal cord meeting the following criteria:

The injury must have led to treatment at a hospital within 24 hours of symptom onset, and three months after the treatment began one or more of the following permanent neurological deficit symptoms must be present as a direct consequence of the injury:

- Paralysis in the form of significantly reduced muscular strength caused by an organic injury (non-functional paralysis or paresis)
- Distinct speech impediments in the form of an impaired ability to use and understand language (dysphasia), weakness of the muscles associated with speech (dysarthria) or
- Intellectual reduction in the form of significant memory and learning capability impairment. Fatigue, headache and lack of control does not constitute intellectual reduction alone.

Other causes of the deficit symptoms than the acute injury to the brain must be ruled out.

The cause of the injury must be an acute infarct with onset within 24 hours as a result of a drop or an increase in the blood supply to areas of the central nervous system and classified as either thrombotic or embolic, or haemorrhage in areas of the central nervous system or its membranes, including haemorrhage caused by trauma.

TCI and injuries to the brain or the spinal cord with symptoms of less than 24 hours' duration are not covered, irrespective of whether scar formation in the brain is later detected by a scan.

The diagnosis must be made by a relevant hospital ward, and the permanent neurological deficit symptoms must be documented by objective findings. PensionDanmark may request that the diagnosis be confirmed by a neurologist.

The diagnosis must be made on or after 1 January 2000.

Diagnosis group 6: Saccular dilation of brain arteries

Based on an X-ray examination, CT angiography or MRI examination of the brain's pulmonary veins (angiography), the member is on the waiting list for or has received surgery or treatment for the surgical expansion of the brain's pulse veins, which must be diagnosed during the insurance period. Cases where treatment cannot be carried out for technical reasons are also covered. The diagnosis must have been made on or after 1 January 2000.

Diagnosis group 7: Certain benign (brain and spinal cord) tumours

Benign brain and spinal cord tumours or tumours in the membranes of these organs diagnosed during the insurance period which have been completely or partially removed by surgery or which are inoperable for risk reasons. The diagnosis must have been made on or after 1 January 2000.

Diagnosis group 8: Sequelae from tick-borne encephalitis (TBE) in the nervous system

Complications from tick-borne encephalitis in the nervous system means prolonged or chronic neuroborreliosis due to a tick bite which has had persistent (peripheral or critical) neurological consequences. Seronegative borreliosis is not covered.

The diagnosis must have been made on or after 1 January 2008.

The diagnosis must be based on spinal fluid studies, borrelia-specific antibody studies, CT/MR scans and clinic. The neurological consequences must have been present for three months or more and be assessed and confirmed by a neurological specialist. It is normally the date of the tick bite that is used as the symptom onset for such complications.

Diagnosis group 9: Sequelae from encephalitis or cerebral meningitis

Sequelae from encephalitis or cerebral meningitis means persistent neurological consequences after an infection in the brain, cranial nerve roots or membranes of the brain caused by bacteria, viruses, fungi, etc. The diagnosis must have been made on or after 1 January 2008.

The neurological consequences must have been present for six months or more, and the diagnosis must have been made by a neurological or medical department based on:

- > detection of microbes in the spinal fluid (or possibly in blood), or
- > a spinal cord fluid examination with evidence of significant inflammatory response (pleocytosis), including elevated white blood cell and protein levels, possibly supplemented with CT/MR scans.

Diagnosis group 10: Multiple sclerosis and Neuromyelitis optica

This diagnosis group covers the following diagnoses:

10a. Multiple sclerosis – disseminated sclerosis

Demyelinating disease in the central nervous system documented by typical changes in the brain or spinal cord through MR scans, possibly supplemented by spinal fluid examination. The diagnosis must have been made on or after 1 January 2000.

The diagnosis must have been made by a neurology specialist and be consistent with the recommended Diagnostic Criteria for Multiple Sclerosis from The International Panel for Multiple Sclerosis Diagnosis.

10b. Neuromyelitis optica (NMO)

The diagnosis must be documented by clinical symptoms of visual impairment and spinal cord injury, MRI scan and antibodies in the blood. The diagnosis must have been made on or after 1 January 2016.

The diagnosis must have been made by a neurology specialist and be consistent with the recommended Diagnostic Criteria for Multiple Sclerosis from the International Panel for Multiple Sclerosis Diagnosis.

Diagnosis group 11: Motor Neurone Disease (MND)

Motor Neurone Disease (MND) is one of the following:

- > Amyotrophic lateral sclerosis (ALS)
- > Progressive bulbar palsy (PBP)
- > Progressive muscular atrophy (PMA)
- > Primary lateral sclerosis (PLS)

The diagnosis must have been made by a neurological specialist.

The ALS diagnosis must have been made on or after 1 January 2000. The other diagnoses must have been made on or after 1 January 2017.

Diagnosis group 12: Muscular diseases

This diagnosis group covers the following diagnoses:

12a. Certain types of muscular dystrophy

Progressive muscular dystrophy of the types:

- > Limb-girdle muscular dystrophy
- > Myasthenia gravis
- > Distal Muscular dystrophy (Charcot-Marie-Tooth)
- > Facioscapulohumeral dystrophy
- > Inclusion body myositis

The diagnosis must have been made on or after 1 January 2000, however on or after 1 January 2008 for the last two, and must have been made by a neurological unit.

12b. Acute inflammatory polyradiculoneuropathy

Acute inflammatory polyradiculoneuropathy (AIDP) is covered when it is documented that the condition requires respiratory treatment.

The diagnosis must have been made on or after 1 January 2016.

Diagnosis group 13:

This diagnosis group covers the following diagnoses:

13a. Parkinson's disease

Parkinson's disease with the presence of at least two out of three main symptoms: muscle rigidity, tremors and hypo/oligokinesia. The diagnosis must be confirmed either by receptor scintigraphy compatible with mb. Parkinson's or by treatment with Parkinson medication with a clear ameliorative effect. The diagnosis must have been made on or after 1 January 2005.

Excluded from coverage is Parkinson's disease due to other causes, including cases induced by other medications than the aforementioned or poisoning

The diagnosis must have been made by a neurological unit or a neurological specialist.

13b. Lewy body dementia:

Lewy body dementia is characterised by inclusion bodies in nerve cells, progressive dementia, core symptoms (wavering attention and alertness, visual hallucinations, parkinsonism) and supportive symptoms (REM sleep disorder, hypersensitivity/side effects of antipsychotics, decreased binding to dopamine transports in basal ganglia).

The diagnosis must be documented by the presence of one or more core symptoms and one or more supporting symptoms.

The diagnosis must have been made on or after 1 January 2016 by a neurological unit or a neurological specialist.

Diagnosis group 14:

This diagnosis group covers the following diagnoses:

14a. Chronic kidney failure

Kidney failure so severe that both kidneys chronically and irrevocably stop functioning, leading to permanent dialysis (peritoneal or haemodialysis). The diagnosis is considered to have been made when permanent dialysis has been initiated.

The diagnosis must have been made on or after 1 January 2000.

14b. Kidney(s) transplant

Planned or performed kidney transplant in patients with renal disease that has caused intracranial renal failure and which has been diagnosed during the insurance period in which the member is the recipient. The diagnosis must have been made on or after 1 January 2000.

For planned surgery, it is a requirement that the member has been admitted to a waiting list.

Diagnosis group 15: Organ transplants (heart, lung(s), liver and pancreas)

Planned or performed organ transplant comprising heart, lung(s), liver or pancreas in patients with intractable organ failure diagnosed during the insurance period in which the member is the recipient. The diagnosis must have been made on or after 1 January 2000.

For planned surgery, it is a requirement that the member has been admitted to a waiting list.

Diagnosis group 16: AIDS

Immune system disease caused by an infection of the human immunodeficiency virus type 1 (HIV-1). The diagnosis must have been made on or after 1 January 2000.

The diagnosis must meet the Danish Health Authority's criteria for reportable AIDS and have been made by a department of infectious diseases.

Diagnosis group 17: Blindness

Total, permanent and irreversible loss of sight in both eyes where the visual acuity in the best eye is 1/60 or under.

The diagnosis must have been made on or after 1 January 2000. Visual field defects where vision is not impaired as indicated are not covered.

Diagnosis group 18: Deafness

Total and irreversible loss of hearing in both ears. The diagnosis must have been made on or after 1 January 2000.

Diagnosis group 19: Alzheimer's disease

A degenerative disease of the brain characterised by progressive memory loss and reduction in intellect. Frontotemporal dementia is not covered.

The diagnosis must have been made by a neurological department and meet the internationally recognised (NINCDS- ADRDA) criteria for Alzheimer's disease and show signs of progression of cerebral atrophy through scanning. The diagnosis must have been made on or after 1 January 2014.

Diagnosis group 20: Severe burns, frostbites or caustic burns

Third-degree burns, frostbites or caustic burns covering at least 20% of the body's surface. The diagnosis must have been made by a specialist burns unit.

The diagnosis must have been made on or after 1 January 2014.

Diagnosis group 21: Connective tissue disease

This diagnosis group covers the following diagnoses:

21a. Advanced systemic sclerosis

Advanced systemic sclerosis is covered when the diagnosis has been made based on clinical symptoms (skin, vasculopathy), histological changes and objective signs of the involvement of at least one organ (oesophagus, lungs, heart or kidneys).

The diagnosis must have been made on or after 1 January 2016 by a dermatological unit / connective tissue laboratory.

21b. Wegener's granulomatosis

Wegener's granulomatosis is covered where a histological and serological diagnosis has been made and chemotherapy or steroid therapy has started.

The diagnosis must have been made on or after 1 January 2016 at a respiratory disease, rheumatological or an ear, nose and throat department.

Appendix to section H Terms and conditions for PensionDanmark's healthcare programme

This section sets out the special rules applying, together with the general insurance terms and conditions, to the products included in PensionDanmark's healthcare programme.

1. Physiotherapy and chiropractic therapy

- (1) The healthcare programme entitles members to treatment with a physiotherapist or chiropractor for injuries and problems in the musculoskeletal system, including arm and leg pain, sciatica and headache.

The musculoskeletal system means muscles and tendons in the back, shoulders, neck, knees, elbows and wrists.

- (2) Coverage includes injuries and problems caused by both work-related strain and strain incurred during the member's leisure time, except for professional sports. This applies whether the injury is acute or due to an earlier, underlying problem.
- (3) If within a period of 12 months the member has received 15 treatments for the same injury or problem, further treatment will be subject to the member's own doctor assessing that the treatment should continue, but PensionDanmark will decide whether the member is entitled to further treatment.
- (4) Based on a professional assessment, PensionDanmark may either refuse treatment if the problem cannot be relieved or discontinue treatment if it is deemed to be ineffective.

2. Consultation with a nurse, diagnosis and treatment in case of long-term illness or the risk thereof

- (1) If a member suffers long-term illness or is at risk of suffering long-term illness, for example because the member is often absent due to illness, the healthcare programme entitles the member to telephone counselling and guidance on health, illness and treatment by one of PensionDanmark's nurses. The member is also entitled to an assessment by the nurse of his or her right to an examination, see subclause 3, and treatment, see subclause 5, under the healthcare programme.

- (2) Based on the telephone conversation, PensionDanmark assesses whether the member is at risk of suffering long-term illness. PensionDanmark also assesses whether the member needs an examination, see subclause 3, and treatment, see subclause 5.

If so, PensionDanmark assesses which examinations and/or treatment the member should be referred to.

To be entitled to referral, the member must have insurance cover for anticipatory disability pension and Prompt Diagnosis.

- (3) Prior to the commencement of treatment, the member may be referred to one or more examinations in order for PensionDanmark to determine the need for treatment and what kind of treatment the member should be referred to.

The examination regime, see clause 3, may include:

- > Interdisciplinary assessment
- > Occupational health assessment

The member is assigned a fixed contact person for the entire examination process, which is coordinated by PensionDanmark.

- (4) If, based on the examinations, PensionDanmark assesses that the member is entitled to treatment, see subclause 5, PensionDanmark will coordinate the treatment and assign a fixed contact person to the member for the entire relief process.
- (5) The member may, according to PensionDanmark's assessment, see subclause 4, be entitled to the following treatments under the healthcare programme:

- > Physiotherapy, functional assessment and physical rehabilitation by a physiotherapist
- > Social guidance by a social worker
- > Dietary and lifestyle change by a dietician
- > Behaviour regulation and pain management by a psychologist
- > Prompt Diagnosis

(6) PensionDanmark assesses whether an ongoing treatment should be discontinued.

3. Prompt Diagnosis

(1) If, based on the telephone conversation, see clause 2(2), PensionDanmark, assesses that the member needs an examination, the member may be entitled to Prompt Diagnosis under the healthcare programme.

(2) If the member submits a referral from his or her own doctor, PensionDanmark will assess, see clause 3(1), whether the member qualifies for Prompt Diagnosis under the healthcare programme. PensionDanmark will also assess whether the member is entitled to rehabilitation therapy if the member has submitted a referral from a treating doctor or a specialist.

(3) Prompt Diagnosis covers:

- > the member's expenses for examinations in the context of the private health service, including private hospitals, private practice medical specialists and laboratories
- > all patient-paid expenses for physiotherapeutic rehabilitation for up to two months where this has been prescribed by a specialist at the end of the examination process or after surgery in the context of the public health service.

(4) If, based on the examinations, a diagnosis of the member's symptoms cannot be arrived at, the examination process will be terminated when it is medically determined that all relevant examinations have been performed.

The member will not be entitled to further Prompt Diagnosis treatment for the same symptoms until after six months from the completion of the latest examination process.

(5) While Prompt Diagnosis does not cover rehabilitation relating to a member's chronic disease, any associated complications are covered by Prompt Diagnosis.

4. Guide to the public healthcare system

(1) The healthcare programme entitles the member to telephone guidance on options, rights and rules in the public healthcare system, including waiting times, the free choice of hospitals, treatment guarantees, rehabilitation, medicine reimbursement and complaint procedures.

5. Online health test

(1) The member has access to an online health test comprising a number of questions about the member's dietary, smoking and exercise habits that affect health.

The health test provides an overview of the member's state of health and offers either general health advice or a telephone conversation with a nurse.

6. Online medical consultations

(1) The member has access to online medical consultations, including medical advice, referral for treatment within the public healthcare system and prescriptions for certain kinds of medicine. The service is available also to children of the household under the age of 15.

7. Online psychological consultations

(1) The member has access to online psychological counselling 24/7 in case of psychological problems. The cover may include additional online psychological consultations or face-to-face consultations if the psychologist finds it necessary

8. Overlapping insurance

- (1) If your expenses have been fully covered under PensionDanmark's healthcare programme and you are a member of Sygeforsikring Danmark, PensionDanmark will receive any subsidies you are entitled to from Sygeforsikring Danmark under the rules on recourse
- (2) If your expenses have been partially covered under PensionDanmark's healthcare programme and you are a member of Sygeforsikring Danmark, the cover provided by PensionDanmark will be taken into account for purposes of determining any subsidies you are entitled to from Sygeforsikring Danmark under the rules on recourse.

9. Missed appointments

- (1) In case of repeated failure to show up for appointments and other healthcare services awarded under the above provisions, PensionDanmark may block a member's access to book appointments and receive healthcare services for a period of up to six months.

As adopted by the Board of Directors at the meeting held on 16 November 2023.