

Insurance terms and conditions for pension schemes in PensionDanmark's  
Pension provider and life-insurance limited company

Valid from 1 January 2017

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**Section A    General terms and conditions for pension schemes in PensionDanmark**

§ 1.	Members of PensionDanmark
<i>Item 1.</i>	The policy holder, the insured person and the owner of the pension scheme is the individual employee - in these insurance terms and conditions with appendix referred to as "the member".
<i>Item 2.</i>	The insurance terms and conditions apply to pension schemes that have been set up on the basis of collective agreements, contracts and similar, where the pension scheme is an obligatory part of the member's employment terms.  Self-employed persons and their assisting spouses, owners, co-owners, directors of limited companies, shareholders and similar cannot therefore set up a pension scheme in PensionDanmark.
<i>Item 3.</i>	The insurance terms and conditions apply to pension schemes for members of the former Arbejderbevægelsens Pensionskasse ('pension fund of the labour movement'), who have opted to transfer to a new pension scheme, and for pension schemes for members who are employed in the labour movement's professional, cooperative and cultural organisations, businesses and institutions (permanent employees and selected shop stewards fully employed for that position), who are enrolled in PensionDanmark on 1 September 2002 or later. It is a precondition that the pension scheme is set up on the basis of collective agreements, contracts or similar, and that the pension scheme is an obligatory part of the employment terms.
<i>Item 4.</i>	The insurance terms and conditions apply to pension schemes for members who are employed by Falck Danmark A/S, when the pension scheme is placed in PensionDanmark. It is a precondition that the pension scheme is set up on the basis of collective agreements, contracts or similar, and that the pension scheme is an obligatory part of the employment terms.
<i>Item 5.</i>	The insurance terms and conditions apply for 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 union for a pension scheme for the employer organisation's members / the union's former members, who have started their own business. The company must be legally bound by collective agreement to pay pension contributions for the company's employees to PensionDanmark. Directors of limited companies, shareholders, owners and co-owners as well as self-employed persons and their assisting spouses can only be enrolled in PensionDanmark under this provision. It is a precondition that PensionDanmark can accept the registration and that the member can provide a declaration of full working capacity at the time of enrolment.  The establishment of such new pension schemes has ceased with effect from 1 June 2011. The groups of people mentioned are therefore no longer able to set up a pension scheme with PensionDanmark, cf. item 2.
<i>Item 6.</i>	The insurance terms and conditions apply for pension schemes for members, who due in part to their health are employed on special terms, whether with or without state subsidies, such as flexible working arrangements (flexi-jobs), jobs with wage subsidies, vocational rehabilitation, work placements and section 56 agreements.  Special rules apply for these members for insurance upon early retirement, cf. section 16, items 3 and 4 and section 17, items 3 and 4. It is not a requirement, in order to make use of the aforementioned rules, that the employment is publicly subsidised. The rules apply regardless of when PensionDanmark is notified that the member has been employed on special terms.
<i>Item 7.</i>	The insurance terms and conditions apply in conjunction with the regulation for optional payment, should the member choose themselves to use the opportunity to make payments into the pension scheme, including when former members, who are employed in a position not covered by a collective agreement with payments to PensionDanmark, or employed in a position with optional pension terms in a member company, and before the transition to dormant membership, enters into an agreement with the company on the continuation of the pension scheme in PensionDanmark.

*Item 8.* The insurance terms and conditions enter into force without warning on 1 January 2017 and replace the previously applicable insurance terms and conditions. If another effective date is established, this will be stated in the individual provision. The insurance terms and conditions can be printed out from PensionDanmark's website pension.dk.

*Item 9.* The rules set out in the Danish Insurance Contracts Act and general Danish law apply to the pension schemes in PensionDanmark, unless otherwise determined in the insurance terms and conditions.

## **§ 2. Information for members**

*Item 1.* Once the pension scheme has been set up, PensionDanmark sends a welcome letter to the member with information about the pension scheme. The member will also be informed that future messages from PensionDanmark will be sent to the member's digital mailbox (e-Boks), or - if the member has not registered the company to e-Boks - to the member's digital inbox at pension.dk, unless legislation prescribes that the message must be sent in paper form.

The welcome letter includes a link to that place on the company's website where the member can obtain an overview of the pension scheme's general contents, just as there is a link to the secure pages, where the member can view their own insurance policies and pension savings.

The member thus has round-the-clock access to information about their pension scheme. The member's own details are accessible via NemID.

The websites will be regularly updated.

If changes are made to the current rules, the member will be informed of the changes on PensionDanmark's public website. In the case of important changes, these are also sent in a separate notification to the individual member's digital inbox when this is deemed necessary.

PensionDanmark's information to the members is provided in accordance with the currently applicable Executive Order on Information about Life-Assurance Contracts.

*Item 2.* Upon termination of membership those letters which have previously been placed in 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 these letters.

## **§ 3. The setting up of the pension scheme and entry into force**

*Item 1.* The pension scheme is set up when the employee reports and pays the pension contribution for one or more employees in accordance with the collective agreement, contract or similar. Reporting and payment of pension contributions is made according to PensionDanmark's instructions, which are found on the company's website.

*Item 2.* The pension scheme enters into force from that date when the pension scheme, in accordance with the collective agreement, contract or similar constitutes an obligatory part of the employment terms, provided PensionDanmark, no later than two payroll periods after this date, receives registration and payment of pension contributions for the member, cf. item 1.

*Item 3.* If PensionDanmark receives registration of payment of pension contributions more than two payroll periods after the pension scheme, in accordance with the collective agreement, contract or similar constituting an obligatory part of the employment terms, the pension scheme, including the insurance policies, will first enter into force once PensionDanmark has received the registration and payment of pension contributions for the member.

**§ 4. Changing of pension scheme**

- Item 1.* PensionDanmark is a labour market-related life insurance company, which is owned by the collective agreement parties (trade unions and employer organisations). Representatives from both collective agreement parties sit on PensionDanmark's board of directors. These representatives make decisions about the content 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.
- Item 2.* As a result of this agency relationship, cf. item 1, all rules in the insurance terms and conditions can be changed without warning according to the decision of PensionDanmark's board of directors.
- Item 3.* If the pension scheme is changed later due to a decision by the board of directors, and if this change means that the member is then covered by more, less or other services, the pension scheme will be completely converted, with effect from the date when the change to the new services enters into force.

**Section B Payment of contributions and cessation of contribution payments****§ 5. Payment of contributions**

- Item 1.* The size of the pension contribution is laid down in the applicable agreements, contracts and similar, wherein the pension scheme has been established. The pension contribution is due for payment one month in arrears.
- Item 2.* The pension contribution is paid into PensionDanmark every month unless otherwise agreed. The last permissible payment day is the 10th day of the month after the due month. Single lump payments are paid in at the time of entering into the agreement.
- Item 3.* If the pension contributions are paid in after the last permissible payment day, cf. item 2, PensionDanmark can charge additional interest plus a processing fee.
- Item 4.* The member can choose between several options, if the member wishes to make payments into the pension scheme in PensionDanmark, for example:
- > extra contribution or deposit to instalment pension plan
  - > extra contribution or deposit to old age savings
  - > extra contribution or deposit to lifelong pension
  - > transfer of pension savings from a previous term of employment
  - > transfer of private pension savings
  - > own payment via employer

The rules for optional payments are detailed in the regulation for optional payment, § 1, § 3 og § 4, which are an appendix to section B.

**§ 6. Transfer of pension savings plan to PensionDanmark**

- Item 1.* When the member is enrolled in PensionDanmark, the member can choose to transfer his or her pension savings from a previous term of employment and his or her private pension savings to PensionDanmark, cf. item 3 of the regulation for optional payment, which is an appendix to section B.

The transferred amount will be used to increase the member's pension savings in PensionDanmark.

- Item 2.* Transfer of the member's pension savings is done according to a special set of rules, which PensionDanmark has reported to the Danish FSA.

**§ 7. Payment of pension contributions ceases**

- Item 1.* If the payment of pension contributions, cf. section 5, item 1 ceases, the insurance policies, along with

PensionDanmark's Health care scheme, will continue for a period, but only however for as long as the member's pension savings can pay for the insurance policies, PensionDanmark's Health care scheme and the administration costs. This is called contribution-free coverage.

This does not apply however if the payment of pension contributions ceases because they have been paid into PensionDanmark by mistake. In this case the membership status is changed to dormant membership, cf. item 5, once the mistake has been detected.

- Item 2.* The member can select up to 60 months' contribution-free coverage, but only for as long however as the member's pension savings can pay for the insurance policies, PensionDanmark's Health care scheme and administration costs. The insurance policies for certain critical illnesses and early retirement can lapse in the event of extended contribution-free coverage, cf. item 4, § 15, item 11 and § 16, item 17.
- Item 3.* The member can also choose to end the contribution-free coverage. The contribution-free coverage will then cease from the 1st day of the month after PensionDanmark receives the member's request, at the earliest however from the date when the member is registered as being contribution-free covered in the company.
- Item 4.* If the member does not choose, the insurance policies and PensionDanmark's Health care scheme will continue for up to 12 months depending on the size of the pension savings, cf. item 1. The member can then choose to extend the insurance policies and PensionDanmark's Health care scheme, in that the total contribution-free coverage can constitute no longer than 60 months, cf. items 1 and 2. The insurance policies for certain critical illnesses and early retirement can lapse in the event of extended contribution-free coverage. cf. item 2.
- Item 5.* When the contribution-free coverage ends, the membership status is changed to dormant membership, however cf. items 6 and 7, and all insurance policies lapse, together with PensionDanmark's Health care scheme.
- Item 6.* If the value of the pension savings is lower than the minimum value determined by the company when the period of contribution-free coverage ends, the savings are instead paid out to the member after deduction of taxes to the state. The insurance policies, PensionDanmark's Health care scheme and the membership cease upon payout of the total amount. The payout is made into the member's NemKonto account.
- Item 7.* Before 1 June 2010 the member could choose to retain the insurance policies and continue to save up by paying in contributions themselves upon agreement with PensionDanmark, cf. item 2 of the regulation for optional payments, which is an appendix to section B.
- Item 8.* If the member had entered into an agreement to pay in contributions at their own expense before 1 June 2010, cf. item 7 and the member's payments then stopped, the membership status would be changed to dormant membership, cf. item 5, or the total value of the savings would be paid out, cf. item 6.
- Item 9.* If pension contributions are paid in later from a new term of employment, cf. § 1, after the member has changed their status to dormant membership, the pension scheme will be resumed according to the rules that apply for the setting up of new pension schemes, cf. § 3, and a complete conversion of the pension scheme will take place, cf. § 4, item 3.

## **§ 8. Transfer of pension savings plan from PensionDanmark**

- Item 1.* The member can opt to transfer the total value of the pension savings to another obligatory or voluntary pension scheme when the payments of contributions to PensionDanmark cease after the member's resignation, if the member is covered by another obligatory or voluntary pension scheme under their new terms of employment. The transfer can first take place after the member has been registered as contribution-free covered in the company.
- Item 2.* The insurance policies, PensionDanmark's Health care scheme and the membership of PensionDanmark cease at the time of the transfer.

*Item 3.* The total value of the savings while the pension scheme, in accordance with the collective agreement, contract or similar constituted an obligatory part of the terms of employment, cannot be paid out before retirement age, even if the amount is transferred.

*Item 4.* The total value of the pension savings is determined in accordance with the technical basis notified at any time, cf § 25.

*Item 5.* Transfer of the total value of the pension savings is done according to a special set of rules, which PensionDanmark has reported to the Danish FSA.

#### **§ 9. Withdrawal from PensionDanmark, withdrawal benefit**

*Item 1.* After resignation the member can opt to have the total value of the pension savings paid out if the member settles permanently abroad, with the exception however of the Faroe Islands and Greenland. It is a prerequisite that the member can present the documentation that PensionDanmark finds necessary as evidence of the permanent nature of the residence. Payout can first take place after the member is registered as contribution-free covered in the company.

*Item 2.* It is also a condition for payout of the total value of the pension savings that the member is not employed in a position where the pension scheme, in accordance with the collective agreement, contract or similar, constitutes an obligatory part of the employment terms, and that the member does not receive supplementary early retirement benefits/ invalidity pension from PensionDanmark.

*Item 3.* If the member has a pension scheme as mentioned in § 1, item 5, the member can choose to have the total value of their pension savings paid out at any time. If part of the total value however comes from the payment of the pension contribution while the insurance policy, in accordance with the collective agreement, contract or similar constituted an obligatory part of the employment terms, this portion only be paid out in accordance with items 1 and 2.

*Item 4.* The insurance policies, PensionDanmark 's Health care scheme and the membership of PensionDanmark will cease once the total value of the pension savings has been paid out. The payout is made into the member's NemKonto account. If the member no longer has a NemKonto account, the pension savings will be paid into another bank account belonging to the member. Payouts cannot take place in any other way or to anyone else other than the member.

*Item 5.* The total value of the pension savings is determined in accordance with the technical basis notified at any time, cf. § 25.

#### **Section C Terms and conditions for retirement savings**

<p>This section contains the special rules that apply to retirement savings, together with the general insurance terms.</p>
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#### **§ 10. Common rules for retirement savings**

*Item 1.* The savings at retirement can consist of a lifelong pension, an instalment pension and old age savings or a cash lump sum.

*Item 2.* The lifelong pension, instalment pension and cash lump sum as well as the old age savings are calculated and determined on the technical basis applicable at all times and corresponding rates, cf. § 25.

The size of the pension is not guaranteed and depends upon the total sum of the contribution payments, cf. § 5-6, the accrued interest, cf. § 14 as well as those factors that comprise the technical basis e.g. expected

lifetime, extent of early retirement, costs, interest and inflation.

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

*Item 3.* PensionDanmark's board of directors can change the terms and conditions for payouts and awarding of the old age savings on an ongoing basis.

*Item 4.* For lifelong pensions and/or instalment pensions that are in payment, it is normally the case that the monthly pension is adjusted at the beginning of each calendar year.

The pensions can be adjusted up as well as down due to accrued interest, cf. § 14, item 1 and as a consequence of those factors that comprise the technical basis, cf. § 25, e.g. expected lifetime, extent of early retirement, costs, interest and inflation.

#### **§ 10a. Options with payouts of pension savings**

*Item 1.* The member has several options for the payout of the pensions in §§ 11-13.

*Item 2.* The member can choose for both the instalment pension and the lifelong pension to be paid out in full. This is called permanent retirement.

Upon permanent retirement, the insurance policies expire.

If the member retires without getting the entire savings paid out as one lump sum, the member can choose to continue the Health care scheme, cf. however § 22. Otherwise the Health care scheme also expires.

If the member retires and has their entire pension savings paid out as a lump sum, the insurance policies and the Health care scheme will expire and the membership will cease.

If pension contributions are paid in after retirement, the pension contributions will be divided between a new instalment pension and a new lifelong pension with insurance policies and Health care scheme.

*Item 3.* The member can choose to have the instalment pension or the lifelong pension paid out without the member having retired. This is called partial retirement.

The member can choose

- > for the instalment pension to be paid out as the total pension amount, while the lifelong pension is left where it is, or vice versa
- > that both pensions will be paid out at a percentage share of up to 75 percent, but that the pension savings that are not paid out must constitute at least DKK 10,000 per pension.

When the member opts for partial retirement, the member continues to be covered by the insurance policies and the Health care scheme according to applicable rules.

If the member has taken early retirement, the member can with partial retirement continue to have supplementary early retirement benefit paid out until the expiration date for this insurance policy.

If, after partial retirement a pension contribution is paid in, the pension contribution is divided between a new instalment pension and new lifelong pension with insurance policies and Health care scheme.

*Item 4.* The retirement savings and lump sum can be paid out in full or as a percentage.

*Item 5.* The member can select the following payout methods:

1. as a rule, the instalment pension and the lifelong pension are paid out monthly regardless of the size of the pension. The member can choose the payout period for the instalment pension, which can be 10-20 years, although only the number of years that are possible according to the Danish Pension Tax Act (pensionsbeskatningsloven)
2. the lifelong pension that makes up the savings for the obligatory pension contribution can be paid out as a lump sum with deduction of 40 percent in state tax, unless this is less than DKK 10,400 annually (2017)
3. the rate pension and the lifelong pension, which have been saved from the obligatory pension contributions, can be paid out as a cash lump sum with a deduction of 40 percent state taxes if the total pension amount is less than DKK 10,400 annually (2017), after the instalment pension has been converted to a lifelong pension
4. the cash lump sum can be transferred and paid out like an instalment pension
5. the cash lump sum and instalment pension can be combined or paid out individually as a lifelong pension
6. The total value of the pension savings that has been achieved through private investments and contributions can be paid out at any time as a cash lump sum after 60 percent has been deducted in state tax.

Once the payout has started, the member can later choose to

- a. stop the payout of the monthly lifelong pension temporarily
- b. extend the payout period for the instalment rate pension for the number of years possible in accordance with the Danish Pension Tax Act plus above; the change will enter into force from 1 January of the following year
- c. stop the payout of the instalment pension temporarily by changing it to a lifelong pension

<b>§ 11.</b>	<b>Ongoing lifelong pension</b>
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- Item 1.* The member chooses when the payouts of the lifelong pension shall start.
- The earliest, however that the lifelong pension can start being paid out is from the 1st day of the month after the member having reached the age for pension payouts, cf. § 1a. of the Danish Pension Tax Act. The payouts could begin for example at 60 years, when the pension scheme has been set up before 1 May 2007.
- Item 2.* At the time of retirement, part of the ongoing lifelong pension will automatically be withheld for a period. This is called pension security.
- The holding period depends upon the member's age and cannot exceed a period of 10 years, just as the member's age can mean that the ongoing lifelong pension cannot be withheld.
- Item 3.* If the member dies after the payouts of the lifelong pension have begun but before the expiry of the holding period, the total sum of the lifelong pension for the rest of the holding period will be paid out as a cash lump sum after state tax deductions and any inheritance tax, cf. § 24, item. 6, to the member's next-of-kin or to the person who the member has decided is to have the money, cf. § 20, items 4-6. If the lifelong pension is paid out as a percentage share, it is the value of the percentage share for the rest of the holding period that is paid out.
- Item 4.* The member can opt out of the pension security upon retiring. If the member opts out of the pension security, the member can however change their mind at latest 30 days after receiving PensionDanmark's written

confirmation of the opt-out. Once the withdrawal period has expired, the opt-out is binding for the member. An opt-out of the pension security will change the size of the lifelong pension.

*Item 5.* The option of pension security according to previously applicable rules is binding for the member.

*Item 6.* The ongoing lifelong pension is paid out monthly on the 1st day of the month to which the payout is concerned and continues up to and including the month when the member dies.

*Item 7.* Whether the pension is paid out as a monthly lifelong pension or as a cash lump sum cannot be determined until that point when the investment assets attached to the pension have been finalised. The pension is not paid out on the basis of the preliminary calculations, which the member must receive before the final statement can take place.

## **§ 12. Instalment pension**

*Item 1.* The member chooses when the payouts of the instalment pension shall start.

The earliest, however that the instalment pension can start being paid out is from the 1st day of the month after the member having reached the age for pension payouts, cf. § 1a. of the Danish Pension Tax Act. The payouts could begin for example at 60 years, when the pension scheme has been set up before 1 May 2007.

Payouts must start no later than 15 years after the member reaching the retirement age. If payouts are not started, the pension savings are transferred from the instalment pension to the lifelong pension.

*Item 2.* The instalment pension is paid out monthly on the 1st day of the month which the payout is concerned with.

The instalment pension is paid out for the period chosen by the member, in accordance with the rules on the latest date for payout. If the member does not choose, it will be for a 10 year period.

*Item 3.* If the member dies after payouts of the instalment pension have started but before the selected payout period expires, the total value of the instalment pension for the remaining payout period will be paid out as a cash lump sum after deducting state taxes and any inheritance tax, cf. § 24, item 6, to the member's next-of-kin or the person who the member has decided should have the money, § 20, items 4-6. If the instalment pension is paid out as a percentage share, it is the total value of the remaining payout period for the percentage share that shall be paid out.

*Item 4.* Whether the instalment pension is paid out as a monthly pension or as a cash lump sum cannot be determined until that point when the investment assets attached to the pension have been finalised. The instalment pension is not paid out on the basis of the preliminary calculations, which the member must receive before the final statement can take place.

*Item 5.* If the member has a pension plan as mentioned in § 1, item 5, this portion of the total savings, which does not come from payments where the insurance policy in accordance with the collective agreement, contract or similar constituted an obligatory part of the employment terms, can be paid out at any time when the member requests it.

## **§ 13. Old age savings and cash lump sums**

*Item 1.* The member chooses when the old age savings shall be paid out.

The earliest, however that the old age savings can be paid out is the date when the member reaches the age for pension payouts, cf. § 1a. of the Danish Pension Tax Act.

The old age savings must be paid out no later than 15 years after the member having reached the age for pension payouts.

*Item 2.* The rules in item 1 also apply to members with lump sum pensions.

**§ 14. Interest accrued on the savings**

*Item 1.* Savings for retirement can be attached to investment assets, the composition of which is decided by PensionDanmark. The composition of investment assets for the individual member can be made subject to the member's age.

PensionDanmark owns the investment assets.

The member can however make a choice about the composition of the investment assets within the framework provided by PensionDanmark.

The framework for the members' choice of investment assets is detailed in the appendix to section C "Terms and conditions for the members' choice of investment assets attached to payments into the pension savings (Free Choice of Pools)".

Interest is accrued on the savings corresponding to the market return on investment assets with associated deductions for taxes and costs. The interest rate can thus be both positive and negative.

For retirement pensions which execute payouts of a lifelong pension, the size of the payout is determined by calculating an assumed interest rate based on the fixed payment rate.

For retirement pensions where the payouts of a lifelong pension are adjusted, the size of the payout is determined by calculating an assumed interest rate and a stabilisation mechanism, cf. the reported technical basis. This means that the lifelong pension can be adjusted both positively and negatively in the subsequent year.

*Item 2.* For members whose ongoing lifelong pension is based on a minimum interest rate of 2.5 percent, the pension savings can also be remunerated with an account rate, which is fixed at the end of the year for the year in question.

**Section D Terms and conditions for the insurance of certain critical diseases**

<b>§ 15. The insurance of certain critical diseases</b>
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*Item 1.* This section comprises the special rules that apply for the insurance of certain critical diseases, together with the general insurance terms and conditions.

*Item 2.* The insurance of certain critical diseases consists of a cash lump sum. The rules for cash lump sums are determined by PensionDanmark's board of directors.

*Item 3.* The following diagnosis groups are covered by the insurance for certain critical diseases:

- 1 Malignant cancers, including bone marrow transplants
- 2 Heart diseases (blood clot in the heart, dilated cardiomyopathy, coronary artery calcification and life-threatening arrhythmias with implantation of an ICD)
- 3 Heart valve disease (heart valve surgery and inflammation of the mitral valve)
- 4 Aortic diseases
- 5 Stroke or blood clot in the brain (apoplexy)
- 6 Saccular enlargement of the blood vessels in the brain
- 7 Certain benign tumours in the brain and bone marrow
- 8 Complications from a borrelia infection (TBE) in the nervous system after a tick bite
- 9 Consequences of an inflammation of the brain or brain membrane
- 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 disease or kidney transplants
- 15 Organ transplants (heart, lung(s), liver or pancreas)
- 16 AIDS
- 17 Blindness
- 18 Deafness
- 19 Alzheimer's disease
- 20 Severe burns, frostbite or corrosions
- 21 Progressive systemic sclerosis or Wegener's granulomatosis

The individual diagnosis in the diagnosis groups 1-21 must fulfil the conditions of the disease definition as described in "Specification of certain critical diseases" in the appendix to section D.

*Item 4.* The member can only receive a lump sum payout for diagnosis groups 3-21. A lump sum is paid out, which is valid at the time of diagnosis.

For diagnosis group 1 "Malignant cancers", however, if the member has previously been diagnosed with cancer, they can - regardless of whether a lump sum has previously been paid out - be entitled to a lump sum payout, if

- > the member has not been diagnosed or been treated for cancer over the last 7 years and preceding the new cancer diagnosis
- > the new cancer diagnosis is another type of cancer
- > this is not a case of recurring or metastases from a previous cancer diagnosis

For the diagnosis group 2 "Heart diseases", however, if the member has been diagnosed with a blood clot in the heart, which fulfils the conditions of the disease definition 2a and the member has, at least 7 years after this undergone bypass surgery or a balloon angioplasty due to coronary artery calcification, which fulfils the conditions in disease definition 2c, or vice versa, he or she can be entitled to payout of a cash lump sum - regardless of whether a lump sum has previously been paid out. The disease definitions are found in the appendix to section D.

*Item 5.* If the member has previously received a diagnosis within a diagnosis group, the member cannot have a lump sum payout for this or another diagnosis in the same diagnosis group, cf. however item 4. This applies even if the member has been declared healthy in the meantime.

This provision covers all previous diagnoses, where the member has received a lump sum payout for a critical disease, but also in those instances where a lump sum has not been paid out for the previous diagnosis because the member was not covered by the insurance at the time of the diagnosis.

*Item 6.* If the member has received a lump sum payout for a diagnosis and the member is later given a new diagnosis in another diagnosis group, there must be at least six months between the dates for the diagnosis that the most recent lump sum payout was made for and the latest diagnosis in order for another lump sum to be paid out. The most recent diagnosis must have been made on 1 January 2010 or later.

*Item 7.* According to the rules established by PensionDanmark, the member can opt to increase or reduce the amount of the cash lump sum. If the member wishes to change the amount of the cash lump sum, the member can do this via PensionDanmark's website. The member can also contact PensionDanmark in writing or by phone.

*Item 8.* If the member wishes to reduce the amount of the cash lump sum, the amount will be reduced on the first day of the month after PensionDanmark has acknowledged the member's choice.

If the member's choice is received on the 25th day of the month or later, the amount of the cash lump sum will not be reduced until the first day of the following month.

The member can regret their decision at latest 30 days after receipt of PensionDanmark's confirmation of the reduction, after which the decision will be cancelled.

*Item 9.* If the member wishes to increase the amount of the cash lump sum, the amount will be increased six months after the first day of the month after PensionDanmark has acknowledged the member's choice. This means for example that if PensionDanmark receives the member's decision in January 2017, the increase will enter into force on 1 August 2017.

If the member's choice is received in the 25th day of the month or later, the amount will first be increased on the first day of the next month, i.e. 1 September 2017 in the example above.

The lump sum will however only be increased if the member fulfils the following conditions, both at the time when the member makes this choice as well as on the first day of the month after the choice has been made and on the date when the increase enters into force:

- > the member is fully fit for work and not on sick leave from his or her job,
- > pension contributions have been paid in by the employer,
- > the insurance policy has not expired,
- > the member is employed under the terms of a collective agreement that offers the opportunity to choose the amount
- > the member has not been awarded state early retirement benefits, the member is not employed in a flexible working arrangement (flexi-job) and the member has not previously had a critical disease, cf. § 15, item 3.

The member can regret their decision at latest 30 days after receipt of PensionDanmark's confirmation of their decision, after which the decision will be cancelled.

*Item 10.* The cash lump sum will not be paid out if the diagnosis is made before the member becomes covered by the insurance for certain critical diseases, see also item 14.

*Item 11.* The cash lump sum will not be paid out if the diagnosis is made after the member:

- > has extended the contribution-free coverage period, if the member after a lapse in contributions to PensionDanmark is registered with another pension plan
- > has become a dormant member
- > has ceased their membership in PensionDanmark
- > has retired, cf. § 10a, item 2, or
- > has reached the valid cessation age at the time of the diagnosis; for diagnoses, which are made after 1 January 2009 and before 1 January 2016, the cessation age is 65 years.

*Item 12.* The cash lump sum will not be paid out if the diagnosis is made before the diagnosis was included in the "Specification of certain critical diseases". It is stated when each diagnosis was added to the list.

*Item 13.* The cash lump sum will not be paid out if the member receives a diagnosis but subsequently dies before PensionDanmark receives the member's written application for payout of the lump sum.

*Item 14.* The cash lump sum will not be paid out if pension contributions from the employer have been paid in for less than 12 months within the last four years, and the symptoms of the diagnosis were already present before the member was registered with PensionDanmark. In determining the payment period, pension contributions from the employer are not included for periods of salaried sick leave, sickness benefits from the employer or similar.

*Item 15.* The cash lump sum will not be paid out if the employer's insurance contributions are paid in too late and the insurance for certain critical diseases does not therefore enter into force when the diagnosis is made, cf. section 3, item 3.

*Item 16.* The cash lump sum is not guaranteed. This means that the cash lump sum can expire, that the size of the

lump sum can change, and that the other terms for payout and awarding of the policy, including maturity age, can be changed according to the board of directors' decision.

This also means that the price can change. The price is calculated and fixed on the basis of the technical basis and corresponding rates that applies at all times, cf. § 25.

The changes will normally take place once a year and can go both up and down, and affect both existing as well as new members.

**SectionE Terms and conditions for the insurance at early retirement, the Supplementary Labour Market Pension and savings protection for certain members with flexible working arrangements (flexi-jobs)**

<b>§ 16. Insurance at early retirement</b>
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*Item 1.* This section comprises the special rules that apply for the insurance at early retirement, together with the general terms and conditions of the insurance. The rules apply to the awarding of both state early retirement benefits and senior disability pension.

*Item 2.* The insurance at early retirement can consist of supplementary early retirement benefits, savings protection and/or a cash lump sum upon early retirement.

The rules for supplementary early retirement, cash lump sums upon early retirement and savings protection are determined by PensionDanmark's board of directors.

*Item 3.* If the member is employed in a flexible working arrangement (flexi-job) at the time of registering, and if the member continues in that flexi-job after the membership has been transferred over to dormant membership, then the member is not covered by insurance upon early retirement. This applies regardless of when PensionDanmark is informed about the flexible working arrangement. According to the same principle, members who are employed in jobs with wage subsidies or another type of supported employment, including workplace rehabilitation, work placement schemes, section 56 agreements or any other employment that has the nature of supported employment because it makes special consideration for the member's health condition are similarly not covered by the insurance at early retirement.

*Item 4.* If the member, after registering in PensionDanmark, is employed in a flexible working arrangement (flexi-job) and has not, at this point in time transferred over to dormant membership, and if in accordance with the collective agreement payment contributions shall be paid in to PensionDanmark, then the membership will continue, including insurance at early retirement corresponding to the collective agreement for the flexi-job.

If the payment contributions are made as a result of a collective agreement outside of PensionDanmark's business area, then the membership will still continue, but with insurance at early retirement etc. in accordance with the latest collective agreement with obligatory contributions to PensionDanmark which the member was covered by prior to being hired in the flexi-job. The member can also be entitled to the payment of savings protection, cf. § 16b.

*Item 5.* Pursuant to the rules laid down by PensionDanmark, the member can choose between raising or lowering the supplementary early retirement pension and/or the cash lump sum upon early retirement.

The member can change the supplementary early retirement pension and/or the cash lump sum upon early retirement on PensionDanmark's website. The member can also contact PensionDanmark in writing or by phone.

*Item 6.* If the member opts to reduce the supplementary early retirement benefit and/or cash lump sum upon early retirement, then the supplementary early retirement benefit and/or cash lump sum upon early retirement will be reduced on the first day of the month after PensionDanmark receives the member's decision.

If the member's decision is received on the 25th of the month or later, then the supplementary early retirement benefit and/or cash lump sum upon early retirement will first be reduced on the first day of the

subsequent month.

The member can regret their decision at latest 30 days after receipt of PensionDanmark's confirmation of the reduction, after which the decision will be cancelled.

*Item 7.* If the member opts to increase the supplementary early retirement benefit and/or cash lump sum upon early retirement, then the supplementary early retirement benefit and/or cash lump sum upon early retirement will be increased six months after the first day of the month after PensionDanmark receives the member's decision. This means for example that if PensionDanmark receives the member's decision in January 2017, then the increase will enter into force on 1 August 2017.

If the member's decision is received on the 25th of the month or later, then the supplementary early retirement benefit and/or cash lump sum upon early retirement will first be increased on the first day of the subsequent month, i.e. 1 September 2017 in the example above.

The supplementary early retirement benefit and/or cash lump sum upon early retirement will however only be increased if the member fulfils the following conditions, at the time of the member's decision as well as on the first day of the month after the decision and at the time when the increase enters into force:

- > the member is fully fit for work and not on sick leave from his or her job,
- > pension contributions have been paid in by the employer,
- > the insurance policy has not expired,
- > the member is employed under the terms of a collective agreement that offers the opportunity to choose the amount
- > the member has not been awarded state early retirement benefits, the member is not employed in a flexible working arrangement (flexi-job) and the member has not previously had a critical disease, cf. § 15, item 3.

The member can regret their decision at latest 30 days after receipt of PensionDanmark's confirmation of the decision, after which the decision will be cancelled.

*Item 8.* Supplementary early retirement benefits, savings protection and/or cash lump sums upon early retirement can be paid out if the member is awarded Danish state early retirement benefits, including senior disability pension, after the insurance has entered into force.

*Item 9.* The supplementary early retirement benefits and cash lump sum upon early retirement will be paid out in the amount and at the agreed termination date that applies to the date when the payout of the state early retirement benefits, including senior disability pension, shall start. It is not the amount at the date when the sick leave began, for example, which is paid out.

The savings protection is awarded with an amount calculated on the basis of an average of the obligatory pension contribution received over the last 12 months preceding the time when the state early retirement benefits were awarded minus the contribution to the Supplementary Labour Market Pension, cf. § 16a. The savings protection must total no less than one of PensionDanmark's fixed minimum amounts of DKK 6,000 annually (2017). The savings protection ceases at latest on the end date that applies for the date which the award is effective from.

*Item 10.* Payouts of the supplementary early retirement benefit and/or cash lump sum upon early retirement are paid out effective from the date when the payout of state early retirement benefits, including the senior disability benefit, are to start.

The savings protection is transferred from PensionDanmark to the member's savings in PensionDanmark effective from the date when the payouts of state early retirement benefits, including senior disability pension, are to start.

*Item 11.* For members aged 55 or over and who have been awarded state early retirement benefits, supplementary early retirement benefits are paid out monthly up to and including the month when the member is three years

away from official retirement age. The payouts cease however if the member dies in the meantime.

For members under 55 years, supplementary early retirement benefits are paid out for five years at a time but cease if the member dies during this time. At the end of each 5-year payout period, PensionDanmark will assess whether the member fulfils the conditions for continued payout, cf. item 20.

Regardless of the above, the member is obliged at all times and on their own initiative to provide PensionDanmark with information about any earned income.

If the member has received supplementary early retirement benefits and/or a cash lump sum upon early retirement from PensionDanmark which they were not entitled to, the member must pay back the amount to PensionDanmark. The savings protection will repaid to PensionDanmark.

*Item 12.* If the payout of the supplementary early retirement benefits and child's pension began before 1 January 2009, the pension benefits can be increased due to bonus, cf. however § 25, item 4. The rules on bonuses are detailed in the bonus regulation.

*Item 13.* If the payout of the supplementary early retirement benefits and savings protection began on 1 January 2009 or later, the pension benefits will not be increased with a bonus.

The provision for the payout is continuously applied to the return on the related assets.

Based on the revaluation or write-down, an adjustment of the member's payout is normally set once a year. This means that the supplementary early retirement benefits and savings protection can be bigger or smaller in the following year.

*Item 14.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the municipality has brought forward a case regarding invalidity benefits or state early retirement benefits before the insurance enters into force.

*Item 15.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the member is awarded invalidity benefits or state early retirement benefits before the insurance enters into force.

*Item 16.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the member once again receives state early retirement benefits after having been dormant, if the state early retirement benefits were originally awarded before the insurance entered into force.

*Item 17.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the member is awarded state early retirement benefits from a date after the point when the member:

- > has transferred from extended contribution-free coverage, cf. § 7, item 4, 2nd point, when the member, after ceasing to make contributions to PensionDanmark, is registered with another pension plan
- > has become a dormant member
- > has ceased their membership in PensionDanmark
- > has retired, cf. § 10a, item 2, or
- > has reached the valid maturity age for early retirement benefits; if the state early retirement benefits are awarded with effect from 1 January 2003 or later, the maturity age for the early retirement benefits will be 3 years before the member reaches retirement age.

*Item 18.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the employer has paid in pension contributions for less than 12 months within the last four years, when the symptoms of the ailments which led to the awarding of state early retirement benefits were already present before the membership was registered in PensionDanmark.

In determining the payment period, pension contributions from the employer are not included for periods of salaried sick leave, sickness benefits from the employer or similar.

*Item 19.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not paid out if the employer pays in pension contributions too late, cf. § 3, item 3, and the insurance has therefore not entered into force when the member is awarded state early retirement benefits.

*Item 20.* Once payouts have started the payout of the supplementary early retirement benefits and the payment of contributions to the savings protection will cease if the member is later denied state early retirement benefits or the state early retirement benefits become dormant due to the member's earned income.

Payout of supplementary early retirement benefits and payment of contributions to the savings protection can also cease due to the member's earned income in accordance with the rules laid down by PensionDanmark.

*Item 21.* The supplementary early retirement benefits, cash lump sum upon early retirement and savings protection are not guaranteed.

This means that the individual benefit can expire, that the size of the individual benefit can change and that the other terms for payout and awarding of the policy, including maturity age, can change according to the board of director's decision. This also applies to benefits that have already been awarded.

This also means that the price can change. The price is calculated and fixed on the basis of the technical basis and corresponding rates that applies at all times, cf. § 25.

The changes will normally take place once a year and can go both up and down, and affect both existing as well as new members.

<b>§ 16a.</b>	<b>Terms and conditions for payment contributions into the Supplementary Labour Market Pension</b>
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*Item 1.* If the member is awarded state early retirement benefits and in this connection is paid supplementary early retirement benefits, invalidity benefit or contributions to the savings protection from PensionDanmark, the member will be automatically registered with the Supplementary Labour Market Pension in PensionDanmark.

*Item 2.* Membership contributions to the Supplementary Labour Market Pension in PensionDanmark are paid in each month by the member's municipality of residence. The contribution is fixed and adjusted once a year.

*Item 3.* Contribution payments will cease automatically on the first day of the month after the member reaches retirement age or the first day of the month after the member's death. The member can choose to stop payment contributions to the Supplementary Labour Market Pension. The member must notify their municipality of this.

*Item 4.* The Supplementary Labour Market Pension is paid out together with the lifelong pension.

If the member dies before they reach retirement age, the Supplementary Labour Market Pension will be paid out as a cash lump sum after tax deductions to the member's close next-of-kin, cf. § 24, item 6.

<b>§ 16b.</b>	<b>Savings protection for members with certain types of flexible working arrangements</b>
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*Item 1.* This section comprises the special rules that apply for savings protection for members with certain types of flexible working arrangements, as well as the general insurance terms and conditions.

*Item 2.* Savings protection is awarded if the paid pension contributions, cf. § 5, item 1, have been paid in pursuant to the rules for flexi-jobs that have been created on 1 January 2013 or later, and if the member, upon being hired under the flexible working arrangement, is covered by the insurance at early retirement and that this

covers savings protection.

*Item 3.* Savings protection is awarded with an amount that is calculated based on an average of the obligatory pension contributions received over the last 12 months prior to being hired under the flexible working arrangement minus the pension contributions paid in by the employer of the flexible working arrangement. The calculated average must total no less than one of PensionDanmark's fixed minimum amounts of DKK 6,000 annually (2017).

*Item 4.* Savings protection is transferred by PensionDanmark into the member's own savings in PensionDanmark from that point in time when the member fulfils the conditions in § 16b, item 2. The provisions in § 16, items 14-19 also apply in relation to the awarding of savings protection for certain types of flexible working arrangements.

Savings protection ceases on the 1st day of the month after payment of the pension contribution, cf. § 5, item 1, from when the flexible working arrangement ends or from that point when the member switches to another type of employment than the flexi-job. Savings protection will however cease at latest on the end date, which applies for the date when the award becomes effective.

*Item 5.* If the member has received savings protection contributions from PensionDanmark which they were not entitled to, the savings protection contributions paid to them will be paid back to PensionDanmark.

*Item 6.* The savings protection will not be increased with a bonus.

The provision for the savings protection is continuously applied to the return on the related assets.

Based on the revaluation or write-down, an adjustment of the member's savings protection is normally set once a year. This means that the savings protection can be bigger or smaller in the following year.

*Item 7.* Savings protection is not guaranteed.

This means that the savings protection can expire, that the size of the savings protection can change and that the other terms for payout and awarding of the policy, including maturity age, can change according to the board of director's decision. This also applies to already awarded savings protection policies.

This also means that the price can change. The price is calculated and fixed on the basis of the technical basis and corresponding rates that applies at all times, cf. § 25.

The changes will normally take place once a year and can go both up and down, and affect both existing as well as new members.

## **Section F Terms and conditions for incapacity insurance cover for employees of Falck Danmark A/S**

<b>§ 17. Common rules for incapacity insurance cover</b>
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*Item 1.* This section comprises the rules that apply for incapacity insurance cover, together with the general insurance terms and conditions.

*Item 2.* Incapacity insurance cover can consist of invalidity benefits and savings protection.

The rules for invalidity benefits and savings protection are determined by PensionDanmark's board of directors.

*Item 3.* If the member is employed under a flexible working arrangement (flexi-job) at the time of registering, or if the member becomes employed in a flexi-job after the membership status has been changed to dormant membership, then the member is not covered by incapacity insurance cover, early retirement benefits or flexi-job insurance. This applies regardless of when PensionDanmark is informed about the flexible working arrangement.

Members who are hired in a job with wage subsidies or another type of supported employment, including workplace rehabilitation, work placements, section 56 agreements etc., are likewise not covered by incapacity insurance cover, early retirement benefits or flexi-job insurance according to the same rule.

*Item 4.* If the member, after registering in PensionDanmark, is employed under a flexible working arrangement (flexi-job) and has not at this point changed their membership status over to dormant membership, and shall, according to their collective agreement have pension contributions paid in to PensionDanmark, the membership will continue, including for incapacity insurance cover, early retirement benefits and flexi-job insurance corresponding to the collective agreement for the flexi-job.

If contribution payments are made as a result of a collective agreement outside of PensionDanmark's business area, the membership will continue however with incapacity insurance cover, early retirement benefits and flexi-job insurance in accordance with the obligatory contributions to PensionDanmark which the member was covered by prior to employment under the flexible working arrangement.

*Item 5.* Invalidity benefits and savings protection are not guaranteed.

This means that the individual benefit can expire, that the size of the individual benefit can change and that the other terms for payout and awarding of the policy, including maturity age, can change according to the board of director's decision. This also applies to benefits that have already been awarded.

This also means that the price can change. The price is calculated and fixed on the basis of the technical basis and corresponding rates that applies at all times, cf. § 25.

The changes will normally take place once a year and can go both up and down, and affect both existing as well as new members.

*Item 6.* If the payout of the invalidity benefits and savings protection began before 1 January 2009, the pension benefits can be increased due to bonus, cf. however § 25, item 4. The rules on bonuses are detailed in PensionDanmark's bonus regulation.

*Item 7.* If the payout of the invalidity benefits and savings protection began on 1 January 2009 or later, the pension benefits will not be increased with bonus.

The provision for the payout is continuously applied to the return on the related assets.

Based on the revaluation or write-down, an adjustment of the member's payout is normally set once a year. This means that the invalidity benefits and savings protection can be bigger or smaller in the following year.

#### **§ 18. Invalidity benefits and saving protection - in the event of permanent incapacity to work before 1 April 2014**

*Item 1.* If the member becomes permanently and unintentionally incapacitated due to illness or accident, or if the member is awarded state early retirement, invalidity benefit and savings protection can be paid out.

Permanent incapacity to work must have entered into force, and the award of the state early retirement benefits granted, in order for the member to be covered by the incapacity insurance cover.

*Item 2.* Payouts begin three months after the permanent incapacity to work entering to force or the member being awarded state early retirement benefits.

Savings protection is transferred from PensionDanmark to the member's savings in PensionDanmark, effective from the above-mentioned date.

The invalidity benefits and savings protection cease no later than the cessation date, which applies on the date when the awarding of benefits becomes effective.

*Item 3.* The full invalidity benefits will be paid out and savings protection awarded if the member is awarded state

early retirement benefits, just as the member will automatically be awarded the Supplementary Labour Market Pension, cf. § 16a.

*Item 4.* The full invalidity benefits will be paid out if the member's permanent capacity to work is reduced by half or less of the full capacity to work for any profession. Savings protection is awarded if the member's permanent capacity to work is reduced to a third or less of the full capacity to work for any profession.

For any changes in the member's health on 1 April 2014 or later that mean that the member can for example be awarded state early retirement benefit, the rules in § 18a, item 1 apply.

*Item 5.* PensionDanmark can demand a doctor's certificate from the member to assess whether the member is permanently incapacitated, and to what extent. PensionDanmark can collect and process information from any doctor who treats or has treated the member, just as PensionDanmark can allow the member to be examined by a doctor chosen by PensionDanmark.

*Item 6.* Incapacity to work is understood as when the member, exclusively for health reasons - as a consequence of illness or accident - can no longer be considered in respect of employment to be able to perform to the level that is usual for people with full working capacity and of a similar education, age and employment record.

*Item 7.* It is the member's ability to work both in the member's current position or profession and within other positions or professions (general working capacity) that is crucial in determining whether the member can have invalidity benefits paid out and be awarded savings protection.

*Item 8.* It is a condition for the coverage that medical examinations can demonstrate objective signs of the presence of distress or illness. The insurance will not provide coverage if objective signs of the presence of distress or illness cannot be demonstrated, e.g. where it is solely the case of subjective complaints about pains, discomfort or similar.

*Item 9.* It is a condition for cover that the member still has a loss of earnings corresponding to at least two-thirds of the respective half of the earned income before the member's capacity to work was reduced.

*Item 10.* It is unrelated to the right to payment of invalidity benefits if the member is employed in a flexible working arrangement, job with wage subsidies etc.

*Item 11.* Payout of invalidity benefit and awarding of savings protection is done with an allowance that is calculated based upon an average of the obligatory pension contributions that have been received over the last 12 months preceding the time of the incapacity to work/early retirement.

*Item 12.* Invalidity benefits are not paid out and savings protection is not awarded if the member has transferred over to dormant membership status at that time when the incapacity to work enters into force, or the member is awarded state early retirement benefits.

*Item 13.* If the requirements for the payout of invalidity benefits and the awarding of savings protection are no longer present then the benefits will cease. The membership will then revert to dormant membership. Under all circumstances, the benefits will cease 3 years before the member reaches retirement age or in the event of the member's death.

*Item 14.* As long as the member is receiving wages from Falck Danmark A/S, the invalidity benefits will be paid out to Falck Danmark A/S via PensionDanmark's cooperative partner.

**§ 18a. In the event of permanent incapacity to work on 1 April 2014 or later**

*Item 1.* Invalidity benefits and savings protection are not paid out if the member, cf. § 18, item 1, is permanently incapacitated for work on 1 April 2014 or later.

The same applies with changes in the member's health, cf. § 18, item 4.

*Item 2.* Invalidity benefits (supplementary early retirement pension) and savings protection can however be paid out in accordance with the provisions in § 16, if the member is awarded state early retirement pension.

The member will also be covered by the provisions in § 16a on payment of contributions to the Supplementary Labour Market Pension.

#### **§ 19. Invalidity benefits in the event of temporary incapacity to work before 1 April 2014**

*Item 1.* Invalidity benefits can be paid out in the event of the member's unintentional temporary incapacity to work as a result of illness or accident.

The temporary incapacity to work must have entered into force after the member became covered by the incapacity insurance cover and before 1 April 2014.

*Item 2.* PensionDanmark can demand documentation for the temporary incapacity to work as a condition for payment of invalidity benefit. Furthermore, PensionDanmark can collect and process information from any doctor who is treating or has treated the member, and to allow the member to be examined by a doctor selected by PensionDanmark.

*Item 3.* Full invalidity benefit is paid out if the member is unfit to handle his or her current work.

Half invalidity benefit is paid out if the member can only handle his or her current work to a level corresponding to half the job duties or less.

If the member can handle his or her current work to a greater extent than half, the member is not considered as unfit for work and invalidity benefit will not be paid out.

The payout of invalidity benefits starts from the date when the member has been unfit for work for three months without interruption.

For changes in the member's health on 1 April 2014 or later, that for example could mean that the member partially regains their capacity to work, or that the member's incapacity to work becomes permanent, the rules in § 19a, item 2 or § 18a apply.

*Item 4.* Invalidity benefits are paid out for up to 18 months in the case of temporary incapacity to work. Within this time frame PensionDanmark is entitled to continue to make payouts of the invalidity benefit on the condition that the member is incapacitated for work. The payouts of the invalidity benefit will cease if the member, during the period of payout, either dies or is three years shy of state retirement age.

*Item 5.* It is a condition for coverage that the member still has a loss of earnings corresponding to at least two-thirds of half of the earnings of earned income prior to becoming unfit for work.

*Item 6.* The payout of invalidity benefit comprises the benefit which the member is covered by at the time of the onset of the temporary incapacity to work.

#### **§ 19a. Invalidity benefits in the event of temporary incapacity to work on 1 April 2014 or later**

*Item 1.* PensionDanmark forwards the contribution to the insurance for temporary incapacity to work to PensionDanmark's collaborative partner, which pays out the invalidity benefit for temporary incapacity to work in accordance with the collaborative partner's currently applicable insurance terms and conditions.

### **Section G Terms and conditions for insurance in the event of death**

<b>§ 20</b>	<b>Insurance in the event of death</b>
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- Item 1.* This section comprises the special rules that apply for insurance in the event of death, together with the general insurance terms and conditions.
- Item 2.* Insurance in the event of death can consist of a minimum amount. The rules on the minimum amount are determined by PensionDanmark's board of directors.
- Item 3.* The minimum amount is not guaranteed. This means that the minimum amount can expire, that the size of the minimum amount can change, and that the other conditions regarding the awarding of payouts, including the rules on phaseout and maturity age, can be changed pursuant to the decision of the board of directors.
- This also means that the price can change. The price is calculated and fixed on the basis of the technical basis and corresponding rates that applies at all times, cf. § 25.
- The changes will normally take place once a year and can go both up and down, and affect both existing as well as new members.
- Item 4.* The member can - within the framework established by PensionDanmark - decide who shall have the payout in the event of death.
- Within this framework the member can decide who is to be the primary recipient of the payout, including whether there will be one or more recipients, but the member cannot choose subsidiary recipients.
- The member shall notify PensionDanmark of this in writing in paper format or electronically using NemID.
- If the member later wishes to change who is to receive the payout, the changes must also be made in writing to PensionDanmark in paper format or electronically using NemID.
- Item 5.* If the member has decided who is to receive the payout upon the member's death, the total amount from PensionDanmark will be paid out to this person or those persons.
- If the total payout upon death includes amounts under the law, it may however be fixed in law who PensionDanmark shall pay this amount out to.
- Item 6.* If the member has not decided who should receive the payout in the event of their death, the total amount is paid out to the member's "next-of-kin".
- The member's "next-of-kin" is understood in the following order:
- > the member's spouse or registered partner,
  - > the member's partner, if cohabitation has been existed for at least two years, or the member has joint children with the partner,
  - > the member's children, or
  - > the member's heirs according to their will or the law
- Cf. § 105a. of the Danish Insurance Contracts Act, if there are no heirs or "next-of-kin" then the cash lump sum will not be paid out.
- Item 7.* According to the rules laid down by PensionDanmark, the member may increase, reduce or opt out of the minimum amount. The member can change the minimum amount on PensionDanmark's website. The member can also contact PensionDanmark in writing or by phone.
- Item 8.* If the member chooses to reduce the minimum amount, the minimum amount will be reduced on the first day of the month after PensionDanmark has received the member's choice.
- If the member's choice is received on the 25th day of the month or later, the minimum amount will first be reduced on the first day of the next month after that.

The member can regret their decision 30 days after the member has received PensionDanmark's confirmation of the reduction, after which the choice will then be annulled.

The abovementioned also applies if the member opts out of the minimum amount.

*Item 9.* If the member wishes to increase the minimum amount, the minimum amount will be increased six months after the first day of the month after PensionDanmark has received the member's choice. This means for example that if PensionDanmark receives the member's decision in January 2017, the increase will enter into force on 1 August 2017.

The minimum amount will however only be raised if the member fulfils the following conditions at the time when the member makes their decision as well as on the first day of the month after the decision was made and at the time when the increase enters into force:

- > the member is fully fit for work and not on sick leave from his or her job,
- > pension contributions have been paid in by the employer,
- > the insurance policy has not expired,
- > the member is employed under the terms of a collective agreement that offers the opportunity to choose the amount,
- > the member has not been awarded state early retirement benefits, the member is not employed in a flexible working arrangement (flexi-job) and the member has not previously had a critical disease, cf. § 15, item 3.

If the member's choice is received on the 25th day of the month or later, the minimum amount will first be increased on the first day of the next month after that, i.e. 1 September 2017 in the above example.

The member can regret their decision at latest 30 days after receipt of PensionDanmark's confirmation of the decision, after which the decision will be cancelled.

*Item 10.* If the member dies before reaching retirement age, cf. § 10a, item 2, the minimum amount is paid out that applies at the time of death, cf. however items 11 and 13.

*Item 11.* If the member's total pension savings after state deductions are greater than the minimum amount at the time of the member's death before reaching retirement age, cf. § 10, item 2, the total pension savings are paid out after state deductions and any inheritance tax, cf. § 24, item 6, instead of the minimum amount.

*Item 12.* If the member, at the time of their death, receives instalment and/or lifelong insurance payouts due to full or partial retirement, any remaining savings of the instalment pension and any remaining security payment of the lifelong pension will be paid out. Payout is made as a cash lump sum after state deductions and any inheritance tax, cf. § 24, item 6.

*Item 13.* The minimum amount will not be paid out if the member dies after the member

- > has become a dormant member
- > has ceased their membership in PensionDanmark, or
- > has retired, cf. § 10a, item 2
- > has reached retirement age

## **§ 21. Ongoing child's pension**

*Item 1.* The pension scheme no longer includes the ongoing child's pension.

*Item 2.* Earlier child's pensions that are still being paid out will stop when the individual child reaches 18 years. For members who are employed in Falck Danmark A/S, the child's pension stops at 21 years.

## Section H Terms and conditions for PensionDanmark's Health care scheme

### § 22. PensionDanmark's Health care scheme

*Item 1.* This section and the appendix to section H comprise the special rules, which together with the general terms and conditions for insurance apply to the products listed under PensionDanmark's Health care scheme.

PensionDanmark's Health care scheme, hereinafter referred to as the Health care scheme, entitles the member to multidisciplinary treatment of musculoskeletal problems within:

- > Physiotherapy
- > Chiropractor
- > Reflexology
- > Massage

The Health care scheme also entitles the member to:

- > Advice from a nurse, diagnosis and treatment in the case of a risk of or existence of a long-term illness
- > Rapid Diagnosis
- > Psychological help
- > Addiction counselling
- > Guide to the public health service
- > Online health test

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

*Item 2.* The contribution to the Health care scheme comprises the payment for the above services, when the member is covered by the Health care scheme.

*Item 3.* If a member, who is covered by the Health care scheme, takes early retirement or retires, the member is given a single opportunity to choose to be covered by the Health care scheme.

The payment for the Health care scheme is made via deductions from the member's pension savings.

## Section I Terms and conditions for insurance in the event of Loss of License

### § 23. Insurance in the event of Loss of License

*Item 1.* This section contains the special rules that apply to the insurance with Loss of License, together with the general insurance terms and conditions.

*Item 2.* The insurance is based on currently applicable legislation, including the executive order on medical certificates by the Danish Transport Authority.

*Item 3.* The insurance consists of a cash lump sum.

*Item 4.* Cash lump sums can be paid out to those members who are covered by the insurance if the member, after the insurance has entered into force but before they have reached the age of 62, have not been issued with a certificate of health by the Danish Transport Authority for their job duties and for this reason are made redundant, and if the employer's notice given to the member does not exceed the grounding period.

*Item 5.* The cash lump sum is paid out with the amount which the member is covered by at the time when the member fulfils all the conditions for payout of the lump sum, cf. item 4.

*Item 6.* The insurance policy will expire when the member reaches 62 years of age, if the member withdraws before this time, or when the member has had their cash lump sum paid out.

*Item 7.* The member can only have a cash lump sum paid out once. Once the lump sum has been paid out, the member cannot later be covered by the insurance.

*Item 8.* The cash lump sum is not guaranteed. This means that the price and the size of the cash lump sum can change.

The changes normally take place once a year and can go both up and down and affect both existing as well as new members.

## **Section J Other general insurance terms and conditions**

### **§ 24. Payout of insurance benefits and pension sums**

*Item 1.* The right to insurance benefits and pension payouts is a personal right for the member as well as other eligible persons. This means for example that the right to payout of the cash lump sum in the event of certain critical diseases and benefits upon early retirement ceases upon the member's death.

*Item 2.* Payout of insurance benefits and pension sums is made into the recipient's NemKonto account, unless otherwise agreed with the recipient.

*Item 3.* Rights pursuant to the insurance can be creditor-protected in accordance with the legislation applicable at any time.

*Item 4.* Before payouts of insurance benefits or pension sums can take place, PensionDanmark will specify what documentation is necessary for the payout to be made. The recipient must obtain this documentation at their own expense.

*Item 5.* If the necessary documentation cannot be obtained, PensionDanmark will determine how the payout will be allocated and the size of the payout.

*Item 6.* Taxes and duties on the insurance benefits and pension sums which PensionDanmark must pay to the authorities on behalf of the recipient will be deducted prior to payout to the recipient.

### **§ 25. The technical basis**

*Item 1.* The technical basis, bonus regulation and corresponding rates are reported to the Danish FSA together with PensionDanmark's excess policy.

The notification applies until new notifications exist. Changes to that notified will affect all insurance policies, i.e. both existing and new insurances. The insurance benefits are calculated in accordance with the new notification.

*Item 2.* The insurance benefits mentioned in §§ 11-21 and § 23 as well the sum mentioned in §§ 8-9 are calculated and fixed according to the technical basis and corresponding rates applicable at all times.

*Item 3.* A bonus in the form of an account rate is attributable for one period at time and on the basis of those rates, which PensionDanmark determines in accordance with the rules applicable at all times, which are specified in PensionDanmark's bonus regulation and in PensionDanmark's excess policy.

*Item 4.* For members entitled to a bonus it is required that the members' share of a deficit, regardless of origin, can be covered primarily by the members' collective bonus potential and in accordance with PensionDanmark's excess policy in accordance with collective principles of solidarity.

### **§ 26. Restrictions to the insurance cover**

*Item 1.* Should a state of war arise or other increased risk of a similar nature in Danish territory, the insurance policies for certain critical diseases, early retirement, incapacity cover, flexi-jobs, loss of license and death

will all cease.

*Item 2.* The insurance policies will not cease for members who take part in Danish war service as part of the Danish defence, including the Danish home guard, or upon the orders of the Danish government, outside of Danish territory. In case of participation in another war service the insurance for certain critical diseases, early retirement benefit, incapacity cover, flexi-job, loss of license and death will cease.

*Item 3.* The Minister for Industry, Business and Financial Affairs, on the recommendations of the Danish FSA makes the decision as to whether a state of war has been entered into and if confirmed whether the date from when the increased risk entered into force and ended, cf. items 1 and 2, should be calculated.

*Item 4.* PensionDanmark can reduce the insurance benefits - also for insurance events that have already occurred - if, as a result of disaster, including e.g. natural disaster, a terrorist incident, pandemic, accident or other incident leading to multiple injuries results in an extremely substantial increase in the number of coverage-entitled injuries, of a size that could lead to PensionDanmark's capital or the members' pension rights being at risk if PensionDanmark paid out insurance benefits in accordance with the other insurance terms and conditions. This means that with all grants, there will be a solidaric and appropriate reduction in insurance benefits, which will not be subject to a causal link between the individual grant and the disaster or a specific date of injury.

#### **§ 27. Incorrect information**

*Item 1.* If the member provides PensionDanmark with incorrect information, the insurance policies for certain critical diseases, early retirement benefits, incapacity insurance cover, flexi-job, loss of license and event of death can be terminated in whole or in part according to the rules in the Danish Insurance Contracts Act.

#### **§ 28. Disposition options**

*Item 1.* The insurance cannot be mortgaged, moved or used as collateral.

*Item 2.* The pension benefit statement is not securities, and being in possession of said statement offers no rights against PensionDanmark. §§ 113 and 114 of the Danish Insurance Contracts Act on the marketability of life insurance contracts therefore do not apply to this insurance agreement.

#### **§ 29. Handling of complaints**

*Item 1.* The member can bring decisions made by PensionDanmark before the Insurance Complaints Board, an arbitration tribunal or the ordinary courts of law.

*Item 2.* Appealing to the Insurance Complaints Board or an arbitration tribunal does not exclude the member or PensionDanmark from subsequently bringing the case before an ordinary court of law.

#### **Appendix to section B Regulation for optional payment**

The regulation comprises the special rules that apply for the member's optional extra payments into their pension savings in PensionDanmark within the framework established by PensionDanmark's board of directors.

The insurance terms and conditions for pension schemes in PensionDanmark also applies for the optional payment and the benefits, which the member will be covered by as a consequence of the optional payment.

#### **§ 1. Payment of voluntary contributions or extra deposit**

*Item 1.* Besides the collectively-agreed pension contribution, PensionDanmark's members also have the opportunity to pay in voluntary contributions or one or more extra deposits.

- Item 2.* The member can pay in voluntary monthly contributions via their employer together with the collectively-agreed contribution.
- Item 3.* The member can opt to pay in one or more extra deposits to their old age savings, instalment pension and/or lifelong pension. Agreements on payment of extra deposits are set up via PensionDanmark's website. The individual deposit must constitute a minimum of DKK 1,000 each time. Extra deposits to the instalment pension and lifelong pension can be deducted from the taxable income according to the rules in the Danish Pension Tax Act. There is no deduction for extra deposits into the old age savings. The costs of paying in extra deposits are determined every year by PensionDanmark.
- Item 4.* The member can opt to pay in voluntary monthly contributions to their old age savings, instalment pension and/or lifelong pension. Agreements on payment of voluntary monthly contributions are set up via PensionDanmark's website. The individual contribution must constitute a minimum of DKK 500. The contribution to the instalment pension and lifelong pension can be deducted from the taxable income according to the rules in the Danish Pension Tax Act. There is no deduction for contribution payments to the old age savings. The costs of paying in voluntary contributions are determined every year by PensionDanmark.
- Item 5.* Voluntary contributions and extra deposits are used to increase the pension savings. The insurance, including the savings security, will not be increased.
- Item 6.* The rules in the insurance conditions for PensionDanmark regarding payment of retirement, death or transfer to another pension scheme also apply to the pension savings that the member earns on the payment of voluntary contributions and additional deposits. Pension savings from voluntary contributions and deposits cannot be paid until the 1st day of the month after the member reaches retirement age, cf. 7. and independently of the pension savings, which is obtained by the agreed contribution.
- Item 7.* The value of the pension savings obtained for voluntary contributions and additional deposits may - as opposed to the member's other pension savings - be paid before retirement if the member requests it (withdrawal).
- Item 8.* For voluntary contributions and additional deposits, if the total contribution to the pension rate exceeds the maximum amount for the payment of a retirement pension of 53,500 kr. (2017), the excess amount will be paid in the life-long pension. The same applies if the total payment for the retirement age exceeds the maximum amount of payment for old-age savings at 29,600 (2017).
- Item 9.* The savings and all future payments of voluntary contributions and additional deposits for the savings are invested according to the investment profile chosen by the member in the Free Pool Selection, unless the member has left the investment choice up to PensionDanmark. The rules for Free Pool Selection are explained in paragraph C of the Insurance Terms and Conditions for PensionDanmark.
- Item 10.* The rules for the payment of voluntary contributions via the employer and extra deposits originally came into force with effect from 1 December 2004. The rules for voluntary monthly contributions after severance apply for agreements established on 1 June 2010 or later.

**§ 2. Payment of contributions at own expense - agreements established before 1 June 2010**

- Item 1.* The establishment of agreements on the payment of contributions at own expense in accordance with items 2-8 ceased effective from 1 June 2010. Items 2-8, together with the other insurance terms and conditions for pension plans in PensionDanmark, therefore only apply for agreements on the payment of contributions at own expense that were established before 1 June 2010.
- Item 2.* When the member and PensionDanmark have entered into an agreement on the payment of contributions at own expense, the insurance policies that were valid at the time of severance will continue. The insurance policies may change if PensionDanmark's board of directors make a decision on a general change to the insurance and savings benefits and their composition.

- Item 3.* The monthly payment must be at least DKK 500. The minimum payment is adjusted once a year. This adjustment applies to all agreements on the payment of contributions at own expense. There is no maximum for the monthly payment that can be arranged.
- Item 4.* The agreed contribution is due one month in arrears, the first time for the month when the insurance policies would otherwise have expired. The last permissible payment day is the 10th day of the month after the due month. The contribution shall be paid via Betalingservice (standing order).
- Item 5.* If the agreed contribution is not paid after the last permissible day cf. item 4, the member will receive a reminder. If the agreed contribution is not paid by the 24th of the month, the membership will revert to dormant membership cf. § 7, item 8 of the insurance terms and conditions for PensionDanmark.
- Item 6.* If the member does not pay the agreed contribution within the deadline, cf. item 5, the member can no longer pay contributions at own expense.
- Item 7.* If the missing payment is owed due to special mitigating circumstances, and if the missing payment is paid in immediately and no later than three months after the expiration of the due date in item 4, PensionDanmark may decide that the member can continue to pay in contributions at their own expense.
- Item 8.* If pension contributions are paid in again by an employer, or if the member receives savings protection, the member may no longer pay in contributions. The agreement on the payment of contributions at own expense will in this case be annulled.

**§ 3. Terms and conditions for the transfer of savings (pension schemes via previous terms of employment and private pension schemes)**

- Item 1.* The member can transfer his or her pension savings in another pension institute to PensionDanmark in connection with a change of job. Both the member's obligatory and voluntary pension schemes, which have been set up as a link in a previous term of employment, and the member's private pension schemes can be transferred to PensionDanmark.
- Item 2.* The transfer of the member's obligatory or voluntary pension scheme to PensionDanmark can be cost-free if the transfer is made no later than 36 months after the member's severance from the previous pension scheme, or if the pension scheme's value at the time of transfer is less than DKK 49,300 (2017). The other pension institute may deduct fees for the transfer. PensionDanmark does not deduct any fees for receiving the transferred amount. Other transfers can be made against payment for transfer costs and fees.
- Item 3.* The transferred amount is used to increase the member's pension savings and is allocated to the different types of savings according to the provisions of the Danish Pension Tax Act.
- Item 4.* For the transferred amount, the rules in PensionDanmark's insurance conditions apply to payment, interest, expenses etc., including that the transferred amount cannot be paid until the pension payout age has been reached, if the transfer amount derives from a compulsory or voluntary pension scheme established in the context of former terms of employment.

**§ 4. Terms for own payment via the employer**

- Item 1.* Previous members who are employed in a position not covered by a collective agreement with payment into PensionDanmark, or who are employed in a position with optional pension terms in a membership organisation, may, prior to transferral to dormant membership, enter into an agreement with the company to transfer their pension scheme in PensionDanmark.
- Item 2.* In that case, the contribution will be used in the same way as a compulsory pension contribution, in that the member will be covered by insurance policies, PensionDanmark's Health care scheme and pension savings corresponding to the product package applicable to the member's most recent collective agreement-bound employment terms with obligatory contributions to the company.

- Item 3.* The member has the same rights as those that apply for obligatory pension contributions. This means, for example, that pension savings cannot be paid out until the member reaches retirement age.
- Item 4.* The right to payment contributions lapses at the latest when the employment terms for which the agreement concerns are terminated.
- Item 5.* As the contribution payment is optional, a late payment procedure will not be initiated if a contribution is not paid in, in that the member will then switch to contribution-free coverage, etc. in accordance with the rules in § 7.

## Appendix to section C

### Terms and conditions for the members' choice of investment assets attached to the pension savings for lump sum and instalment pensions as well as old age savings (Frit Puljevalg / Choice of pool)

<b>§ 1.</b>	<b>General about pools</b>
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*Item 1.* PensionDanmark provides a number of investment asset pools available to members who wish to make their own choices regarding the composition of investment assets associated with the payment for the pension savings. The selected composition of investment assets applies to the entire contribution to the pension savings. In addition to the collectively-agreed contribution, the payment to the pension savings may be from voluntary contributions and additional deposits and savings transferred from another pension institution or the Lønmodtagernes Dyrtdsfond ('employees' frozen cost-of-living fund', LD). Investment assets in the pools are managed by experts in the investment associations and similar.

*Item 2.* Some pools are internally managed, in that the investment association department is focused on selecting according to investment guidelines determined by PensionDanmark. These pools include a cash pool that may include money market instruments and short-term bonds from high-credit issuers or investment fund units investing in such instruments and bonds. The internally managed pools will invest fully or partly in experts from investment associations and the like, which exclusively have companies affiliated with PensionDanmark as investors.

*Item 3.* Other pools are externally-managed. They consist of experts in individual investment associations. PensionDanmark has entered into an agreement with the relevant investment associations to make these departments available to members. The investment associations are responsible for the portfolio management. Through selection of these pools, members can have their funds managed according to other investment guidelines than those that PensionDanmark sets and follows.

*Item 4.* PensionDanmark owns the assets that are included in both the internal and externally-managed pools.

*Item 5.* Members' pension savings are attributable to an interest rate corresponding to the market return of investment assets included in the selected pools less taxes and costs associated with the investments and the use of the pool selection system. The interest rate can thus be both positive and negative.

*Item 6.* Members using the pool selection system will be charged fees for the use of the pool selection system. Members will receive information when they use the system.

## **§ 2 The member's choice of pools**

*Item 1.* Choosing a pool can only be done using the special functions on PensionDanmark's website.

*Item 2.* Choices are made by determining a percentage distribution between the offered pools 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 offered pools or the choice of profile product may be changed by the member. The selected percentage distribution affects both the availability of savings contributions and the savings already available. The value of distributed dividends from certificates in investment associations that form part of a pool is repositioned in the same pool.

*Item 3.* The selected percentage distribution or the selected profile product, cf. item 2, will take effect from the following trading day after the member has made the choice. PensionDanmark sends a confirmation to the member when the selected percentage distribution is complete.

## **§ 3. Responsibility**

*Item 1.* Responsibility for choice of pool rests with the member. The risk of losses is therefore the member's, and PensionDanmark accepts no responsibility for the consequences of the member's choice of pool.

*Item 2.* PensionDanmark is not liable for the financial loss suffered by a member due to, for whatever reason, PensionDanmark not being able to carry out the choice of percentage breakdown in due time or unable to implement the choice. If the percentage distribution can be selected later, this will occur on the next trading day after the barriers have expired.

#### **§ 4. PensionDanmark's changes to the pools**

*Item 1.* PensionDanmark can expand the number of pools that can be selected at any time.

*Item 2.* PensionDanmark may temporarily close the use of a pool without notice, for example, if there are technical reasons that prevent the pool from being used. In that case, requests from the member regarding changes in percentage distribution between the pools that include the closed pool, will be implemented when the closure is complete. Funds, which are placed in a closed pool, are placed into the cash pool. The member will receive notification of the closure.

*Item 3.* PensionDanmark can, without warning, close a pool. It will then no longer be possible to include the pool when choosing the percentage allocation. Funds that, according to already selected percentage allocations, are included in a closed pool, are placed in the cash pool. The member will be notified of the closure.

*Item 4.* PensionDanmark can, with three months warning, close down a pool. Those funds placed in the pool should then be transferred into other pools. The members, who have a closed pool in their percentage distribution will be encouraged to choose other pools instead. For members who do not choose another pool within the notified three months, the cash pool will be deposited in the closed pools of the percentage distribution.

#### **§ 5. Termination of pool selection**

*Item 1.* If a member, who has made his/her own choice of pools, dies, PensionDanmark will, after receiving notification regarding the death, without undue delay, ensure that all assets associated with the payment to the member's pension savings be placed in the cash pool.

*Item 2.* A member, who has made his/her own choice of pools, may at any time unsubscribe from the pool selection system. Subsequently, investment assets will be allocated to the member's contribution to the pension savings after PensionDanmark's election with effect from the following trading day after the date of cancellation.

*Item 3.* If a member, who has made his/her own choice of pools, begins to receive the benefits in the event of retirement or part-time retirement, the member's risk profile for the payment will be changed to average. Subsequently, investment assets will be allocated to the member's pension savings after PensionDanmark's election with effect from the following trading day after the date of payment.

## Appendix to section D Specification of certain critical diseases

The Danish National Patient Registry's diagnosis codes are used as documentation for the diagnoses made.

The diagnoses will also, where they are covered by the insurance for certain critical diseases, cf. section 15, item 3 in the insurance terms and conditions for the pension plans in PensionDanmark, fulfil the disease definition for the individual diagnosis as set out in this appendix.

### Diagnosis group 1: Malignant cancers

A malignant tumour, which is microscopically characterised by uncontrollable, infiltrative growth into adjacent tissues and clinically with the ability to relapse and spread to regional lymph nodes and removes organs (metastases).

The following diseases are included, if they require treatments such as chemotherapy, radiation therapy or medicines with specific inhibitors, for ex. tyrosine kinase inhibitors:

1. Acute leukaemia (ALL and AML)
2. Chronic myeloid leukaemia (CML)
3. Chronic lymphocytic leukaemia (CLL)
4. Malignant Lymphomas, including Hodgkin's Lymphoma
5. Myelomatosis (bone marrow cancer)
6. Chronic myeloproliferative neoplasms
7. High-risk MDS
8. CMML type 2

In addition, malignant melanoma and all haematologic diseases, which in the course of treatment, require the transplantation of stem cells/bone marrow from another individual (allogeneic bone graft).

Finally, bone marrow transplants are covered.

Exempt from coverage are all forms of skin cancer, including Kaposi sarcoma. In addition, coverage does not cover clinically localised stages of prostate cancer in which the Gleason score is below 6, which does not result in curative treatment, including prostate gland removal or radiation therapy. Finally, all tumours are excluded, in which by microscopic (histological) study, they 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, which emerged as a consequence of infection from the human immunodeficiency virus.

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

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

### Diagnosis group 2: Heart diseases

This diagnosis group covers the following diagnoses:

#### 2a. Heart blood clots

By heart blood clots (heart attack), it is understood as acute onset of decay of a part of the heart's muscle due to reduced/discontinued blood supply to that part of the heart.

The diagnosis must be documentable and based upon:

- > 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, arrhythmias) or
  - > Accompanying and relevant EKG changes that are compatible with acute ischemia (new ST-T changes or new left-side blockages)

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

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

### **2b. Dilated Cardiomyopathy**

Dilated Cardiomyopathy is also covered. The diagnosis must have been made on 1 January 2000 or later.

### **2c. Coronary Artery Calcification**

Cardiovascular treatment of calcification or narrowing of the coronary artery of the heart (revascularisation) of non-medicated heart attacks (angina pectoris) in the form of

- > Bypass surgery, including surgery in which the member is accepted on the waiting list, with construction of the vein and/or artery transplanted in the coronary artery, or
- > An already started treatment of balloon angioplasty/PCI of one or more coronary arteries, regardless of whether the treatment can be completed

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

### **2d. Life-threatening cardiac arrhythmias with ICD-device surgery (cardiac arrest)**

Surgery performed with implantation of ICD device due to previous life-threatening cardiac arrhythmias.

The diagnosis must be made on 1 January 2016 or later at a cardiologist department or by a cardiologist specialist.

### **Diagnosis group 3: Heart valve disease**

This diagnosis group covers the following diagnoses:

#### **3a. Heart valve surgery**

Open-heart surgical treatment of cardiovascular disease diagnosed during insertion, including percutaneous angiographic insertion, artificial cardiovascular disease, and insertion of mechanical or biological cardiac stenosis. Tightening of existing tissue (plastic surgery) is also covered. The diagnosis must have been made on 1 January 2000 or later.

For elective surgery, it is a requirement that the member has been accepted onto a waiting list

#### **3b. Inflammation of left ventricles**

Inflammation of the left ventricular valves (endocarditis disorder and aortic valve endocarditis) must be diagnosed by characteristic clinical systems (fever, embolism, petechiae, splinters, cardiac lymph nodes). 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 1 January 2011 or later.

The diagnosis must be made by the cardiologist department or the infectious medicine department.

### **Diagnosis group 4: Aortic diseases**

A burst (rupture) or local expansion of the aorta to more than 5 cm in diameter, 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 1 January 2008 or later.

An aortic aneurysm or aortic dissection should 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 is operated for the condition or accepted on the waiting list for surgery. The coverage also applies in cases where the treatment cannot be carried out for technical reasons.

### **Diagnosis group 5: Stroke and intracranial bleeding (apoplexia)**

An acute injury to the brain or brain stem that has led to acute treatment in a hospital in which, at least 24 hours after treatment began as a direct consequence of the injury, there are objective symptoms of discomfort in the form of paralysis, speech impediments, visual impediments or sensory impediments or intellectual reduction due to:

- > a narrowing or occlusion of the brain's vessel, or
- > a spontaneous or traumatic blood clot inside or outside the brain, due to a broken pulmonary artery or a malformation in one of the brain's blood vessels.

Brain damage must be detected by a brain scan (CT/MRI), and the diagnostic imaging should correspond to the symptoms of the nervous system.

Cases, in which blood clots in the brain are not detected by CT/MRI scans, may be covered if all classical clinical signs of blood clots in the brain are met, and there are continued neurological consequences corresponding to brain damage (assessed at least 6 months after), in the form of paralysis, sensory disturbances, speech disorders, visual disturbances or intellectual reduction.

TCl cases and other brain lesions with symptoms of less than 24 hours duration, regardless of the findings of CT/MRI scans, are not covered by the coverage.

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

The diagnosis is considered to be postponed when the above conditions are met and a neurological specialist has confirmed objective neurological symptoms and has diagnosed apoplexia.

**Diagnosis group 6: Saccular enlargement of the blood vessels in the brain**

On the basis of an X-ray examination or MRI examination of the brain's pulmonary veins (angiography), the member is on the waiting list for or has been given 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 1 January 2000 or later.

**Diagnosis group 7: Certain benign tumours (in the brain and bone marrow)**

Acute brain and spinal tumours or hindrances to these organs, which are diagnosed during the insurance period, which have been completely or partially removed during surgery or which cannot be operated due to the risk thereof. The diagnosis must have been made on 1 January 2000 or later.

**Diagnosis group 8: Complications from a borrelia infection (TBE) in the nervous system after a tick bite**

With complications from a borrelia infection in the nervous system after a tick bite, it is understood as prolonged or chronic neuroborreliosis due to a tick bite, which has caused persistent (peripheral or critical) neurological consequences. The diagnosis must have been made on 1 January 2008 or later.

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 the complications.

**Diagnosis group 9: Consequences of an inflammation of the brain or brain membrane**

Complications from inflammation of the brain or brain membrane are understood to mean persistent neurological consequences after an infection in the brain, brain nerve or brain disorder caused by bacteria, viruses, fungi etc. The diagnosis must have been made on 1 January 2008 or later.

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

- > detection of microbes in the spinal fluid (or possibly in blood), or
- > a spinal cord fluid study with evidence of significant inflammatory response (pleocytosis), including elevated white blood cell and protein levels, and 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 mood changes in brain or spinal cord scanning

for this disorder, and supplemented with the spinal fluid study. The diagnosis must have been made on 1 January 2000 or later.

The diagnosis must be made by a neurology specialist and must follow 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 1 January 2016 or later.

The diagnosis must be made by a neurology specialist and must follow 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 types:

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

#### **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 or Inclusion body myositis. The diagnosis must have been made on 1 January 2000 or later, on 1 January 2008 or later however for the latter two.

The diagnosis must have been made on a neurological unit.

##### **12b. AIPD**

Acute AIPD is covered when the condition documented requires respiratory treatment.

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

#### **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 with treatment with Parkinson medication having a clear ameliorative effect. The diagnosis must have been made on 1 January 2005 or later.

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

The diagnosis must have been made on a neurological unit or by 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 disorders,

hypersensitivity/side effects of antipsychotics, decreased binding to dopamine transports in basal ganglia).

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

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

**Diagnosis group 14:**

This diagnosis group covers the following diagnoses:

**14a. Chronic kidney disease**

Kidney failure - diagnosed during the insurance period - so severe that both kidneys chronically and irrevocably stop functioning, resulting in either peritoneal or haemodialysis being initiated or in kidney transplant. The diagnosis must have been made on 1 January 2000 or later.

For elective surgery, it is a requirement that the member has been accepted onto a waiting list.

**14b. Kidney(s) transplant**

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

For elective surgery, it is a requirement that the member has been accepted onto 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 persons with intractable organ failure diagnosed during the insurance period in which the member is the recipient. The diagnosis must have been made on 1 January 2000 or later.

For elective surgery, it is a requirement that the member has been accepted onto a waiting list.

**Diagnosis group 16: AIDS**

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

The diagnosis must fulfil 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 1 January 2000 or later.

**Diagnosis group 18: Deafness**

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

**Diagnosis group 19: Alzheimer's disease**

A degenerative disease of the brain that is characterised by progressive memory loss and reduction in intellect.

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

**Diagnosis group 20: Severe burns, frostbite or corrosions**

3. degree burns, frostbite or corrosions that cover at least 20 percent of the body's surface. The diagnosis must have been made on a specialist burns unit.

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

**Diagnosis group 21: Connective tissue diseases**

This diagnosis group covers the following diagnoses:

**21a. Advanced systemic sclerosis**

Advanced systemic sclerosis is covered when the diagnosis has been made using 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 1 January 2016 or later on a dermatological unit / connective tissue laboratory.

**21b. Wegener's granulomatosis**

Wegener's granulomatosis is covered when a histological and serological diagnosis has been made, and when treatment with chemotherapy or steroids has been started.

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

**Appendix to section H            Terms and conditions for PensionDanmark's Health care scheme**

This section contains the special rules, which together with the general terms and conditions for insurance apply to the products under PensionDanmark's Health care scheme.

**§ 1            Multidisciplinary treatment**

*Item 1.*    Interdisciplinary treatment provides treatment for a chiropractor, physiotherapist, zone therapist or masseur of injuries and problems in the musculoskeletal system, including arm and leg pain and sciatica and headaches.

By musculoskeletal system, this is understood as muscles and tendons in the back, shoulders, neck, knees, elbows and wrists.

*Item 2.*    The coverage includes injuries and problems that result from both work-related strain and strain incurred during free time, except for professional sports. This applies whether it is acute or is justified by an earlier, underlying problem.

*Item 3.*    If the member receives, within 12 months, 15 treatments for the same injury or problem, further treatment will be subject to the member's own physician assessing whether the treatment will continue.

*Item 4.*    PensionDanmark may, after professional assessment, either reject treatment if the problem cannot be rectified or discontinue treatment if the treatment is deemed to be ineffective.

**§ 2.            Advice from a nurse, diagnosis and treatment in the case of a risk of or existence of a long-term illness**

*Item 1.*    If the member is sick long-term, or the member is at risk for long-term illness, for example because the member is often sick, the health care scheme entitles the member to telephone counselling and guidance on health, illness and treatment by a nurse from PensionDanmark, just as the member is entitled to be assessed in accordance with the right to clarification and diagnosis, cf. item 3 and efforts, cf. item 5 under the health care scheme.

*Item 2.*    PensionDanmark, based on the telephone conversation, assesses whether the member is at risk for or on long-term sick leave and/or requires examination and diagnosis, cf. item 3 and efforts, cf. item 5.

If so, PensionDanmark assesses which diagnostic process and/or which consultations the member can be referred to.

It is a prerequisite for these consultations that the member is covered by early retirement insurance and Rapid Diagnosis.

*Item 3.* Prior to starting any treatments, the member may be referred for a diagnostic process to further assess the need for and specification of which treatments, the member should be referred to.

The following can be included in the diagnostic process, cf. § 3:

- > Multidisciplinary assessment
- > Occupational health assessment

The member is given a fixed contact person for the entire diagnostic process, in that PensionDanmark coordinates the diagnostic process.

*Item 4.* If the diagnostic process results in the member's entitlement to treatment, cf. item 5, PensionDanmark will coordinate the efforts with the member, as the member is assigned a fixed contact person throughout the entire clarification process.

*Item 5.* The member has the right, cf. item 4, to the following initiatives under the health care scheme:

- > Physiotherapy, functional assessment and physical rehabilitation with a physiotherapist
- > Social guidance from a social worker
- > Diet and lifestyle changes with a dietician
- > Behaviour modification and pain management with a psychologist
- > Rapid Diagnosis

*Item 6.* PensionDanmark assesses whether the initiatives undertaken can be ended.

### **§ 3. Rapid Diagnosis**

*Item 1.* If PensionDanmark, based on the telephone conversation, cf. section 2, item 2, assess that the member is in need of investigation, the healthcare system entitles the member to undergo consultation under Rapid Diagnosis.

*Item 2.* A clarification of the member's final diagnosis can also be obtained upon written approval from one's own GP.

Rehabilitation can take place after referral from the treating physician or specialist doctor.

*Item 3.* Rapid Diagnosis covers

- > The member's expenses with regards to the investigations in private administration, including private hospitals, private practice medical specialists and laboratories
- > all expenses for the patient's share of physiotherapeutic rehabilitation for up to two months, when the specialist has prescribed this at the end of the investigation or after undergoing public administration.

*Item 4.* If the investigation results in no diagnosis of the member's disease symptoms, the investigation process will be completed when it is medically determined that all relevant studies have been completed.

The same disease symptoms will not entitle you to further diagnosis of Rapid Diagnosis, unless six months have elapsed from the date of completion of the most recent investigation.

*Item 5.* Rapid Diagnosis does not cover rehabilitation of a member's chronic disease, but any associated complications are however covered by Rapid Diagnosis.

### **§ 4. Psychological help**

*Item 1.* The health care scheme entitles the member to psychological telephone assistance regarding problems at work or private problems.

In non-emergency situations, the member will receive psychological telephone assistance within three days - in

acute cases, within four hours.

- Item 2.* The health care scheme also entitles you to personal conversations with a psychologist if the psychologist, during the telephone conversation, cf. 1, professionally assesses that the member should be visited for this purpose.

**§ 5. Addiction counselling**

- Item 1.* The health care scheme entitles the member to a telephone addiction helpline, including alcohol, medicine and drug addiction.

**§ 6. Guide to the Public Health Service**

- Item 1.* The health care scheme entitles the member to telephone guidance regarding the member's options, rights, and regulations in the public health service, including guidance on waiting times, free hospital elections, treatment guarantee, rehabilitation, medical grants and appeal procedures.

**§ 7 Online health test**

- Item 1.* The member has access to an online health test, which comprises a list of questions about the member's diet, smoking and exercise habits that can affect one's health.

The health test's results provide the member with an overview of the state of health, and at the same time, the member receives general advice on health or nurse counselling by phone.