

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

*Effective from 1st March 2026*

*Available at PensionDanmark's website: [pension.dk](https://pension.dk)*

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## Section A. General terms and conditions for pension schemes with PensionDanmark

### 1. Pension schemes with PensionDanmark

- (1) The policyholder, the insured person and the owner of the pension scheme is the individual employee.
- (2) The insurance terms and conditions apply to pension schemes set up on the basis of collective agreements, contracts or similar according to which the pension scheme is compulsory under the policy holder's employment terms.  
  
Accordingly, self-employed persons and their assisting spouses, owners, co-owners, directors of limited liability companies, shareholders and similar cannot set up a pension scheme with PensionDanmark. Assisting spouse means a person who is married to a self-employed person and works in his or her enterprise.
- (3) The insurance terms and conditions apply to pension schemes for insured persons in the former Arbejderbevægelsens Pensionskasse ('labour movement pension fund') who have opted to transfer to a new pension scheme, and to pension schemes for insured persons employed in the labour movement's professional, cooperative and cultural organisations, businesses and institutions (permanent employees and elected shop stewards on full time) who became members of PensionDanmark on 1st September 2002 or later. The pension scheme must be set up on the basis of a collective agreement, contract or similar and be compulsory under the employment terms.
- (4) The insurance terms and conditions apply to pension schemes for insured persons employed by Falck Danmark A/S, provided the pension scheme is managed by PensionDanmark. The pension scheme must be set up on the basis of a collective agreement, contract or similar and be compulsory under the employment terms.
- (5) The insurance terms and conditions apply to pension schemes established before 1st June 2011 which were set up on the basis of a framework agreement with an employer organisation or a trade union concerning a pension scheme for the employer organisation's members / former members of the trade union who have started their own business.
- (6) The insurance terms and conditions apply to pension schemes for insured persons who, partly for health reasons, are employed on special terms, whether with or without state subsidies, such as subsidised flexi-jobs, wage subsidy jobs, vocational rehabilitation programmes, trial jobs and section 56 agreements.  
  
These insured persons are subject to special rules as regards cover on anticipatory disability and senior pension and loss of earning capacity. It is not a precondition for applying the above-mentioned rules that the job is subsidised. The rules apply regardless of when PensionDanmark is notified that the insured person is employed on special terms.
- (7) The insurance terms and conditions also apply where an insured person exercises the option to contribute to the pension scheme for his or her own account, including when former insured persons who are employed in a position which is not covered by a collective agreement with contributions to PensionDanmark or employed in a position with optional pension terms in a member company enter into an agreement with the company to continue their pension scheme with PensionDanmark before termination of the insurance covers, see clause 9(2).
- (8) The insurance terms and conditions enter into force on 1st January 2026, replacing the previously applicable insurance terms and conditions. If another effective date has been determined, this will be stated in the individual provision. The insurance terms and conditions may be printed out from the Company's website, pension.dk.
- (9) Pension schemes with PensionDanmark are subject to the rules set out in the Danish Insurance Contracts Act and the general rules of Danish law, unless the insurance terms and conditions stipulate otherwise.

### 2. Setting up and entry into force of the pension scheme

- (1) PensionDanmark is a labour market-related life insurance company owned by the parties to the collective agreement (trade unions and employer organisations). Both parties to the collective agreement are represented on PensionDanmark's Board of Directors. These representatives make decisions about the contents etc. of the pension scheme on behalf of the members under the power of attorney resulting from the pension scheme being a part of the collective agreement.
- (2) The pension scheme is set up when the employer reports and pays pension contributions for one or more employees in accordance with a collective agreement, contract or similar. Only one pension scheme is set up, irrespective of whether contributions are made by more than one employer. Pension contributions must be reported and paid in full in accordance with PensionDanmark's instructions, which may be found on the Company's website. When the pension scheme has been set up with PensionDanmark, the insured person can apply for insurance benefits and benefits under PensionDanmark's healthcare programme.
- (3) The pension scheme enters into force at the date on which the pension scheme, according to the collective agreement, contract or similar, constitutes a compulsory part of the employment terms, provided the pension contribution for the insured person is paid and reported to PensionDanmark in a timely manner, see clause 5(2).
- (4) If PensionDanmark is not notified of the payment of pension contributions in a timely manner, the pension scheme, including any insurance covers and cover under PensionDanmark's healthcare programme, will not enter into force until the pension contribution for the insured person has been paid and reported to PensionDanmark.

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- (5) If the contribution paid by the employer is not sufficient to pay for all insurance covers, PensionDanmark's healthcare programme and costs, the pension scheme will be established without insurance covers or cover under PensionDanmark's healthcare programme.

If the insured person is comprised by insurance covers and PensionDanmark's healthcare programme again, the right to benefits may later be lost for the same reason.

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- (6) Notwithstanding the provisions of subclauses 2-5, the pension scheme cannot be established if PensionDanmark is prevented from setting up the pension scheme for the employee under the provisions of the Danish Act on Measures to Prevent Money Laundering and Financing of Terrorism. If PensionDanmark assesses that an existing pension scheme involves an obvious risk of PensionDanmark infringing anti-money laundering legislation, it may affect the pension scheme and PensionDanmark may decide to terminate it.

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### 3. Changes to the pension scheme

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- (1) As a result of this agency, see clause 2(1), any provision of the insurance terms and conditions may be changed without previous notice as directed by PensionDanmark's Board of Directors. Such changes will often be caused by amendments to tax or social legislation, but may also be due to specific wishes on the part of trade unions or employer organisations or to PensionDanmark's business development. Proposals for amendments are prepared by the Company's experts, considered at cross-organisational level and approved by Management, following which they are submitted to the Board of Directors for approval.

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- (2) Changes made in pursuance of subclause 1 may imply, for instance, that
- benefits are reduced, e.g. that the date of cessation of insurance benefits is moved forward
  - benefits are increased, e.g. due to changes in pay levels in collective agreement sectors
  - insurance cover is extended, e.g. to comprise additional benefits
  - benefits are discontinued, e.g. due to legislative amendments
  - benefits are reduced or discontinued due to the amount of contributions

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- (3) If the pension scheme is later changed due to a decision by the Board of Directors, and if this change means that the insured person is entitled to more, fewer or other benefits, the pension scheme will be converted in full with effect from the date on which the change regarding the new benefits enters into force.

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### 4. Information for insured persons and beneficiaries

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

The welcome letter includes a link to the Company's website, where the insured person can obtain an overview of the general contents of the pension scheme. By logging in to the closed pages using MitID, the insured person can gain access to his or her own insurance and pension information. The right to receive benefits is subject to the insured person satisfying the terms and conditions applying to the individual benefits.

The insured person can also access information about the pension scheme via the Company's app or through the Company's chatbot.

The websites are updated on a regular basis.

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

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

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- (2) Upon termination of membership, letters previously sent to the insured person's digital inbox on the Company's website will be transferred to the insured person's mit.dk in order for the insured person to continue to have access to them.
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- (3) Upon being notified by the Civil Registration System of an insured person's death and receiving information on the insured person's spouse, the Company will immediately send a letter to the spouse's or a designated beneficiary's mit.dk informing the relevant person of his or her right to receive benefits due to the insured person's death. The same applies if the deceased's next of kin is his or her issue.
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## Section B. Payment and discontinuance of contributions

### 5. Payment of compulsory pension contributions

- (1) The amount of the pension contribution is set out in the applicable collective agreement, contract or similar under which the pension scheme was established. The pension contribution falls due for payment at the date of payment of wages agreed in the employment contract.
- (2) Pension contributions are payable to PensionDanmark monthly unless otherwise agreed. The final date for payment is the tenth day of the month after the due month.
- (3) If pension contributions are made after the insured person has retired on partial benefits, the pension contribution will be paid and allocated according to the applicable rules.
- (4) If pension contributions are made after the insured person has retired, the insured person will once again be comprised by insurance covers and the healthcare programme in accordance with the collective agreement in force from time to time and applicable rules.
- (5) All contributions carry interest from the date on which individual contributions are assigned to the relevant insured person's pension scheme.
- (6) If pension contributions are paid after the final date for payment, PensionDanmark may charge interest plus a handling fee.

### 6. Transfer of pension savings to PensionDanmark

- (1) An insured person may transfer his or her pension savings with another pension fund to the pension scheme with PensionDanmark. PensionDanmark will not charge any costs or fees on reception of the amount transferred.
- (2) The amount transferred is subject to the rules set out in PensionDanmark's insurance terms and conditions on disbursement, interest accrual, costs, etc., including that the amount transferred cannot be disbursed prior to the insured person's pension payout age if the amount transferred derives from a compulsory or voluntary pension scheme established under a previous employment relationship. The provisions of the Danish Pension Tax Act also apply.

### 7. Own contributions via employer

- (1) Insured persons who are employed in a position not covered by a collective agreement with contributions payable to PensionDanmark or who are employed in a position with optional pension terms in a member company may prior to expiry of the insurance covers, see clause 9(1-3), enter into an agreement with the company to continue the pension scheme with PensionDanmark. Such agreement will be subject to PensionDanmark's insurance terms and conditions.
- (2) The insured person will be comprised by insurance covers, PensionDanmark's healthcare programme and pension savings schemes corresponding to what was offered under the insured person's most recent employment under a collective agreement with an obligation to make contributions to PensionDanmark.
- (3) The right to make own contributions via the employer will end, at the latest, when the employment relationship, see subclause 1, ends.

### 8. Voluntary contributions and lump sum contributions to the pension scheme

- (1) An insured person may make voluntary monthly contributions via his or her employer together with the collectively agreed contribution. Contributions must be reported and paid according to PensionDanmark's instructions.
- (2) An insured person may make voluntary monthly contributions or lump sum contributions to his or her pension scheme. Agreements on the payment of voluntary monthly contributions and additional lump sum contributions are set up via the Company's website. The costs relating to the payment of voluntary contributions and lump sum contributions are determined annually by PensionDanmark.
- (3) An insured person may make voluntary monthly contributions to his or her pension scheme. Voluntary contributions to retirement savings and annuity pension schemes can only be made if compulsory contributions to these schemes do not exceed the maximum annual contribution, see subclause 4. Agreements on the payment of voluntary monthly contributions are set up via the Company's website. Contributions to annuity pension and lifetime pension schemes are deductible from the insured person's taxable income according to the rules of the Danish Pension Tax Act. Contributions to retirement savings schemes are not tax-deductible.
- (4) As regards voluntary contributions and additional lump sum contributions, if the total contribution to the annuity pension scheme exceeds the maximum annuity pension contribution of DKK 68,700 (2026), the excess amount will be allocated towards the lifetime pension scheme. The same applies if the total contribution to retirement savings exceeds the maximum retirement savings contribution of DKK 9,900 after tax (2026), or DKK 64,200 after tax (2026) if the insured person meets the statutory conditions for making such higher contribution.

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- (5) The savings and any future voluntary contributions and additional lump sum contributions are invested according to the investment profile selected by the insured person under the Free Pool Selection, unless the insured person has left it to PensionDanmark to select investments.
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#### **9. Discontinuance of compulsory pension contributions**

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- (1) If the payment of compulsory pension contributions, see clause 5(1), is discontinued, the insured person's insurance covers and cover under PensionDanmark's healthcare programme will remain effective for up to 12 months, but only for as long as the insured person's pension savings are sufficient to pay for the insurance covers, the cover under PensionDanmark's healthcare programme and costs.

During this period, individual insurance covers may be reduced or end due to the amount of previous compulsory pension contributions. Individual insurance covers may also end during this period due to the age-related date of cessation.

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- (2) The insured person may maintain his or her insurance covers and cover under PensionDanmark's healthcare programme for an additional period of up to 48 months. Insurance covers for certain critical illnesses, anticipatory disability and senior pension, subsidised flexi-jobs and early payout in case of a resource programme may end during this period, see clause 28(5).
- (3) The insured person can choose to end the insurance covers and the cover under PensionDanmark's healthcare programme, in which case the covers will cease effective the first day of the month after the insured person has been registered as having discontinued making contributions.
- (4) When the insurance covers end, see subclauses 1-3, the insured person will continue to be covered by the pension savings scheme. The insured person will also be covered by PensionDanmark's healthcare programme, provided the insured person's pension savings from compulsory pension contributions amount to at least DKK 50,000. However, the insured person may opt out of the programme.
- (5) If the balance of the pension savings is lower than the minimum value defined by the Company at the date on which the insurance covers end, see subclauses 1-3, the balance is instead paid out to the insured person after deduction of state taxes, and the insured person's membership ends.
- (6) If the payment of pension contributions is discontinued because an enterprise has made pension contributions to PensionDanmark by mistake, the insurance covers and the cover under PensionDanmark's healthcare programme will end immediately upon discovery of the error.
- (7) If at a later point in time pension contributions are made under a new employment relationship after the insurance covers have ended, the pension scheme will be resumed according to the rules applying to the establishment of new pension schemes, and the pension scheme will be converted in full.
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### **Section C. Terms and conditions for pension savings**

#### **10. Common rules for pension savings**

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- (1) An insured person's savings on retirement may consist of retirement savings, lifetime pension savings, an annuity pension and a capital pension. Pensions cannot be paid out earlier than on the first day of the month after the insured person has reached his or her pension payout age, irrespective of form of taxation.
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- (2) Lifetime pension savings, annuity and capital pensions and retirement savings are calculated and determined based on the technical basis and the relating rates applicable from time to time.

The balance of the pensions is not guaranteed and depends on the total contributions made, the interest accrued and the factors included in the technical basis, such as life expectancy, the extent of anticipatory disability and senior pensions, costs and interest and inflation rates.

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

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- (3) For lifetime pensions and/or annuity pensions under disbursement, monthly pension benefits are normally adjusted at the beginning of each calendar year.

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

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## 11. Pension savings disbursement options

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- (1) The insured person can opt to have both the annuity pension and the lifetime pension paid out in full.

When the insured person chooses full retirement, the insurance covers expire. If pensions are paid out as monthly benefits, the insured person's insurance covers will expire, but the insured person will remain covered by PensionDanmark's healthcare programme, unless the insured person opts out of the programme, in which case the cover under PensionDanmark's healthcare programme will also end.

If the insured person retires and has all his or her pension savings paid out as a lump sum, the insurance covers, the cover under PensionDanmark's healthcare programme and the membership will end.

- (2) The insured person can opt to have part of his or her annuity pension or lifetime pension paid out.

The insured person can opt

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

An insured person opting for partial retirement will continue to be comprised by insurance covers and PensionDanmark's healthcare programme in accordance with the rules applicable from time to time.

An insured person who receives supplementary anticipatory disability pension benefits or senior pension benefits will continue to receive these benefits on partial retirement until the age-related date of cessation.

- (3) An insured person eligible for pension benefits may choose between the following disbursement options:
1. Retirement savings may be paid out as a lump sum, in percentage shares or as monthly annuity pension benefits.
  2. If retirement savings are paid out as monthly annuity pension benefits, the insured person decides the payout period. Retirement savings must be paid out in full no later than 20 years after the insured person has reached state retirement age.
  3. If retirement savings are paid out as monthly annuity pension benefits, the insured person may at any time change the payout period, suspend benefit payments or choose to have the remaining monthly instalments paid out as a lump sum.
  4. Annuity and lifetime pensions are generally disbursed in monthly instalments regardless of the balance of the savings. The payout period for the annuity pension can be 10-30 years.
  5. Lifetime pension savings accumulated through compulsory and own pension contributions may be disbursed as a lump sum less 40% state tax if annual benefits are less than DKK 12,800 (2026).
  6. Annuity and lifetime pension savings accumulated through compulsory pension contributions may be disbursed as a lump sum less 40% state tax if total annual benefits are less than DKK 12,800 (2026) after conversion of the annuity pension into lifetime pension savings.
  7. A capital pension may be paid out in full or in percentage shares.
  8. The capital pension may be transferred to the annuity pension and be disbursed as annuity pension benefits.
  9. Capital and annuity pension savings may be transferred collectively or individually and be disbursed as lifetime pension benefits.
  10. The balance of the pension savings accumulated through private contributions may at any time be disbursed as a lump sum after deduction of 60% state tax.
  11. Pension savings accumulated through compulsory pension contributions without tax exemption, see section 53 A of the Danish Pension Tax Act, are paid out at the insured person's discretion.

Once disbursement has commenced, the insured person can later opt to

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

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## 12. Disbursement of regular lifetime pension benefits

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- (1) Lifetime pension benefits are disbursed from the date, see clause 10(1), set by the insured person and are paid out monthly up to and including the month in which the insured person dies.

- (2) If the insured person has previously decided that the amount of pension benefits is to be determined without using an equalisation mechanism, the insured person may at the time of retirement decide that the amount of pension benefits should instead be determined by means of a stabilisation mechanism throughout the payout period. Such decision is binding on the insured person.

- (3) Lifetime pension benefits may be disbursed as a lump sum less state tax, see clause 11(3)(5).
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- (4) Whether the regular lifetime pension benefits will be disbursed as monthly lifetime pension benefits or as a lump sum cannot be determined until the point when the investment assets underlying the pension have been finally made up. Lifetime pension benefits will not be disbursed on the basis of any preliminary calculations received by the insured person before the final calculation can be made.
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### **13. Disbursement of pension guarantee**

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

The period of guarantee depends on the insured person's age and generally extends up to ten years. The insured person's age may mean that the regular lifetime pension benefits cannot be guaranteed.

At the time of retirement, the insured person may choose a longer period of guarantee if possible.

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- (2) If the insured person dies after the disbursement of lifetime pension benefits has commenced but before expiry of the guarantee period, the balance of the lifetime pension for the rest of the guarantee period will be paid out as a lump sum to the beneficiary or beneficiaries after deduction of state tax and any estate tax. If the lifetime pension has been disbursed as a percentage share, the balance of the percentage share for the rest of the guarantee period will be disbursed.

- (3) An insured person can opt out of the pension guarantee at the time of retirement. A decision to opt out of the pension guarantee may be reversed within 30 days of receiving PensionDanmark's written confirmation of the opt-out decision. The opt-out decision becomes binding on the insured person on expiry of the cooling-off period. The balance of the lifetime pension will change on pension guarantee opt-out.
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### **14. Disbursement of annuity pension**

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- (1) Annuity pension benefits are disbursed from the date set by the insured person, see clause 10(1), and are paid out monthly during the period set by the insured person, see clause 11(3)(4).

The disbursement of monthly annuity pension benefits will automatically commence 20 years after the insured person has reached his or her pension payout age.

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- (2) The annuity pension can be transferred to the lifetime pension and be disbursed as a lump sum less state tax, see clause 11(3)(6).

- (3) Whether the annuity pension will be disbursed as monthly pension benefits or as a lump sum cannot be determined until the point when the investment assets underlying the annuity pension have been finally made up. Annuity pension benefits will not be disbursed on the basis of any preliminary calculations received by the insured person before the final calculation can be made.
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### **15. Disbursement of retirement savings and capital pension**

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- (1) Retirement savings and capital pension are disbursed from the date and in the amount selected by the insured person, see clause 10(1).

Retirement savings and capital pension are automatically disbursed in full no later than 20 years after the insured person has reached his or her pension payout age.

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## 16. Accrual of interest on pension savings

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

PensionDanmark owns the investment assets.

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

The framework for insured persons' selection of investment assets is set out in "Terms and conditions for insured persons' selection of investment assets relating to pension savings and pension savings contributions (Free Pool Selection and Risk Profile Selection)".

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

For retired insured persons starting to receive lifetime pension benefits and retired insured persons whose lifetime pension benefits are adjusted, the amount of the benefits is determined by factoring in an assumed interest rate and a stabilisation mechanism, unless the insured person has deselected the latter, see clause 6(1), with respect to the amount transferred, see the technical basis reported. This means that lifetime pension benefits may be adjusted in a positive or a negative direction in the following year.

- (2) For insured persons whose regular lifetime pension benefits are based on a minimum interest rate of 2.5%, pension savings may furthermore accrue interest at a rate of interest on insured persons' savings, which is fixed at the end of the year for the year in question.
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## 17. Investment of pension savings – terms and conditions for insured persons' selection of investment assets relating to pension savings and pension savings contributions (Free Pool Selection and Risk Profile Selection)

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- (1) PensionDanmark makes a number of investment asset pools available to insured persons who wish to make their own choices regarding the composition of the investment assets underlying their pension savings and the relating contributions. The investment asset composition selected covers the selected pension scheme, including contributions to the scheme. Aside from the collectively agreed contribution, pension savings contributions may derive from voluntary contributions, additional lump sum contributions and savings transferred from another pension fund or the Employees Capital Pension Fund (Lønmodtagernes Dyrtdidsfond). The investment assets of the pools consist of unit trust certificates and similar.

- (2) Some pools are managed in-house with the relevant investments being selected in accordance with investment guidelines defined by PensionDanmark. These pools include a cash pool that may include money market instruments and short-term bonds from issuers with a high credit rating or unit trust funds investing in such instruments and bonds. Internally managed pools may consist of investment assets selected by PensionDanmark and investment assets selected by external managers but with PensionDanmark choosing the composition of these managers.

- (3) Other pools are managed externally. They consist of certificates in unit trust funds or other collective investment schemes. PensionDanmark has made agreements with the relevant external managers for these funds to be made available to its insured persons. The external managers are responsible for managing the portfolios.

- (4) PensionDanmark owns the assets included in both the internally and the externally managed pools.

- (5) Insured persons' pension savings carry interest at a rate corresponding to the market return on the investment assets included in the selected pools less taxes and costs relating to the investments and the use of the pool selection system. The interest rate may thus be positive or negative.

- (6) Insured persons using the pool selection system may be charged a fee and are notified thereof when using the system.
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## 18. Insured persons' selection of pools

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- (1) To select pools, insured persons must use the special functions on the Company's website.

- (2) Pools are selected by setting a percentage distribution between the pools offered or by allowing PensionDanmark to determine the mix based on a risk profile chosen by the insured person and the insured person's age (a profile product). The selected percentage distribution between the pools offered or the choice of profile product may be changed by the insured person. The selected percentage distribution applies to both future and existing savings contributions. Dividend distributed is reinvested in the same pool.

- (3) The selected percentage distribution or the selected profile product, see subclause 2, takes effect no later than three trading days after the insured person has made the selection. A trading day means a day on which all markets comprised by the insured person's choice are open for trading. PensionDanmark will send confirmation to the insured person when the percentage distribution selection has become operative.
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## 19. Liability

- (1) Responsibility for the selection of pools rests with the insured person. The risk of loss is therefore carried by the insured person, and PensionDanmark accepts no liability in connection with the insured person's selection of pools.
- (2) PensionDanmark is not liable for any financial loss suffered by an insured person due to PensionDanmark's inability, for whatever reason, to execute the percentage distribution selection in due time or execute it at all. If the percentage distribution selection can be executed at a later point in time, this will take place after the obstacles have ceased to exist.

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## 20. Changes to pools by PensionDanmark

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

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## 21. Termination of pool selection

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

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## Section D. Insurance covers for anticipatory disability and senior pension, subsidised flexi-jobs, early payout in case of a resource programme, certain critical illnesses and death

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### 22. Common rules for insurance covers

- (1) On their own pages on the Company's website and in the app, insured persons can see their insurance covers and cover amounts. The information is subject to the insured person meeting all conditions for being entitled to receive insurance benefits.
- (2) Insurance benefits are not guaranteed.

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

This also means that the price may change. If insurance benefits are increased, the price is determined based on the insured person's age. The price is calculated and fixed on the basis of the technical basis and relating rates in force from time to time.

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

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### 23. Insurance cover options

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- (1) Subject to the rules established by PensionDanmark, an insured person can opt to increase or reduce the amount of insurance covers.
- (2) If an insured person opts to reduce a cover amount, the reduction will be effective from the first day of the month after PensionDanmark was notified of the insured person's decision.
- (3) If an insured person opts to increase a cover amount, the cover amount will be increased if the insured person is comprised by the insurance cover
- at the date on which the insured person opts to increase the cover amount
  - on the first day of the month after the decision
  - at the effective date of the increase
- The increase will be effective from the first day of the month that is six months after PensionDanmark was notified of the insured person's decision.
- (4) The decision will be cancelled when the insurance covers end, see clause 9.
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### 24. Cover for anticipatory disability and senior pension

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- (1) Insurance cover for anticipatory disability and senior pension may consist of a lump sum and/or supplementary monthly anticipatory disability or senior pension benefits.
- (2) If after enrolling in PensionDanmark the insured person is employed in a subsidised flexi-job and is covered by the insurance at this point, the insured person will be covered by the insurance as provided for under the collective agreement for the subsidised flexi-job.
- If contributions are made pursuant to a collective agreement outside PensionDanmark's business sector, the membership will continue with anticipatory disability and senior pension insurance etc. in accordance with the latest collective agreement with an obligation to pay contributions to PensionDanmark applying to the insured person prior to being employed in a subsidised flexi-job.
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### 25. Disbursement from cover for anticipatory disability and senior pension

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- (1) The insured person may be entitled to payout of supplementary anticipatory disability and senior pension benefits, savings balance protection and/or a lump sum on anticipatory disability or senior pension if the insured person is awarded public anticipatory disability or senior pension after the insurance cover entered into force.
- (2) Supplementary anticipatory disability and senior pension benefits and/or the lump sum on anticipatory disability or senior pension are paid out from the date of commencement of the disbursement of public anticipatory disability or senior pension benefits.
- The savings balance protection is transferred from PensionDanmark to the insured person's savings with PensionDanmark effective from the date of commencement of the disbursement of public anticipatory disability or senior pension benefits.
- (3) Supplementary anticipatory disability and senior pension benefits and the lump sum on anticipatory disability or senior pension will be paid out at the amounts applying at the date on which the disbursement of public anticipatory disability or senior pension benefits is to commence.
- Savings balance protection is awarded at an amount calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date on which public anticipatory disability or senior pension is awarded less the contribution to the Supplementary Labour Market Pension Scheme, see clause 16a. The savings balance protection cannot be less than the minimum annual amount of DKK 6,000 determined by PensionDanmark (2018).
- (4) If the disbursement of supplementary anticipatory disability and senior pension benefits commenced before 1st January 2009, the pension benefits may be increased due to bonus. The rules on bonuses are set out in the bonus regulation.
- (5) If the disbursement of supplementary anticipatory disability pension and senior pension benefits and savings balance protection commenced on or after 1st January 2009, a bonus will not be added to the pension benefits. Returns obtained on the related assets are allocated to the provision for disbursement on an ongoing basis.
- Based on the revalued or written-down provision, the insured person's benefits are normally adjusted once a year. This means that the supplementary anticipatory disability or senior pension benefits and the savings balance protection may increase or decrease in the following year.
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- (6) Insured persons are obligated at all times and on their own initiative to provide PensionDanmark with information about any changes to the public anticipatory disability or senior pension awarded. If an insured person has received supplementary anticipatory disability or senior pension benefits and/or a lump sum on anticipatory disability or senior pension from PensionDanmark which he or she was not entitled to, the insured person must pay back the amount to PensionDanmark. The savings balance protection will be transferred back to PensionDanmark.
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#### **26. Discontinuance of supplementary anticipatory disability and senior pension benefits and savings balance protection**

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- (1) The disbursement of supplementary anticipatory disability or senior pension benefits and the savings balance protection awarded will end at the latest on the first day of the month after the insured person
- has reached the age of 62, if public anticipatory disability or senior pension was awarded effective between 1st January 2003 and 31st December 2014
  - has reached the age that is three years before state retirement age, if public anticipatory disability or senior pension was awarded effective from 1st January 2015 or later
  - has reached state retirement age, if this is stated in the insurance policy
- (2) When the disbursement has commenced, the disbursement of supplementary anticipatory disability or senior pension benefits and the savings balance protection may be discontinued if the insured person's public anticipatory disability or senior pension is later suspended or becomes dormant due to the insured person's earned income.
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The disbursement of supplementary anticipatory disability or senior pension benefits and the savings balance protection may also be discontinued due to the insured person's earned income pursuant to rules laid down by PensionDanmark.

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#### **27. Discontinuance of lump sum on anticipatory disability and senior pension**

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- (1) The lump sum on anticipatory disability or senior pension will be discontinued six years before state retirement age if public anticipatory disability or senior pension was awarded effective from 1st January 2020 or later.
- (2) However, the lump sum on anticipatory disability or senior pension will be discontinued three years before state retirement age if public anticipatory disability or senior pension was awarded effective from 1st January 2020 or later, if the insured person is not at the same time entitled to supplementary anticipatory disability or senior pension benefits.
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#### **28. Limitation of cover for anticipatory disability and senior pension**

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- (1) If an insured person is employed in a subsidised flexi-job at the time of enrolment or re-enrolment, the right to receive anticipatory disability or senior pension benefits is subject to, based on a specific assessment, no connection being found to exist with the conditions underlying the award of a subsidised flexi-job or the conditions underlying a later award of public anticipatory disability or senior pension.
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The above rule applies also to insured persons who are employed in wage subsidy jobs or other types of supported employment, including vocational rehabilitation programmes, trial jobs, section 56 agreements or any other employment that is in the nature of supported employment because special allowance is made for the insured person's state of health.

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- (2) If the insured person has opted to increase the cover for supplementary anticipatory disability or senior pension benefits and the lump sum on anticipatory disability or senior pension, and the increase has taken effect, the right to receive higher supplementary anticipatory disability or senior pension benefits and a higher lump sum on anticipatory disability or senior pension is subject to, based on a specific assessment of the insured person's state of health, no connection being found to exist with the conditions already present at the date of the decision and the effective date. Moreover, symptoms of such conditions must not be present at these dates.
- (3) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability or senior pension and the savings balance protection will not be disbursed if the municipality has brought an action regarding, or the insured person has been awarded, disability pension benefits or public anticipatory disability pension or senior pension benefits before the insurance cover entered into force.
- (4) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability or senior pension and the savings balance protection will not be disbursed if the payment of public anticipatory disability or senior pension benefits is resumed after a dormant period in the event that public anticipatory disability or senior pension was originally awarded before the insurance cover entered into force.
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- (5) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability or senior pension and the savings balance protection will not be disbursed if the insured person is awarded public anticipatory disability or senior pension effective from a date after
- the insured person has extended the insurance covers in the event that the insured person has enrolled in another pension scheme after his or her contributions to PensionDanmark were discontinued
  - the insurance covers have ended
  - the insured person has ceased to be a member of PensionDanmark
  - the insured person has retired
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- (6) Supplementary anticipatory disability and senior pension benefits, the lump sum on anticipatory disability or senior pension and the savings balance protection will not be paid out if the employer has made pension contributions covering less than 12 months within the last four years and the symptoms of the conditions leading to the award of public anticipatory disability or senior pension were present already before the insured person obtained a pension scheme with PensionDanmark.

For purposes of determining the contribution period, pension contributions made by the employer for periods during which the insured person received pay during sickness absence, employer-paid sickness benefits, etc. are not included.

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### **29. Terms and conditions for the payment of contributions to the Supplementary Labour Market Pension Scheme**

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

If the insured person dies before reaching state retirement age, the Supplementary Labour Market Pension benefits will be paid out as a lump sum to the beneficiary or beneficiaries after deduction of taxes.

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### **30. Savings balance protection for certain insured persons in subsidised flexi-jobs**

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- (1) If after enrolling in the pension scheme the insured person is employed in a subsidised flexi-job, the insured person may be entitled to subsidised flexi-job savings balance protection.
- (2) Savings balance protection is awarded if the compulsory pension contribution is paid pursuant to the rules for subsidised flexi-jobs established on or after 1st January 2013 and if the insured person's insurance cover for anticipatory disability and senior pension comprises savings balance protection.
- (3) Savings balance protection is awarded at an amount calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date on which the insured person took up the subsidised flexi-job less the pension contribution made by the subsidised flexi-job employer. The calculated average cannot be less than the minimum annual amount of DKK 6,000 determined by PensionDanmark (2018).
- (4) The savings balance protection is transferred by PensionDanmark to the insured person's savings with PensionDanmark effective the date when the insured person meets the conditions.
- (5) No bonus will be added to the savings balance protection.

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

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

- (6) If the insured person has received savings balance protection contributions from PensionDanmark which he or she was not entitled to, such savings balance protection contributions will be paid back to PensionDanmark.
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### 31. Discontinuance of savings balance protection for certain persons in subsidised flexi-jobs

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- (1) Savings balance protection will be discontinued if
- the payment of pension contributions, see clause 5(1), from the subsidised flexi-job is discontinued
  - the insured person takes up another type of employment than the subsidised flexi-job
- (2) Savings balance protection will be discontinued at the latest on the first day of the month after the insured person
- has reached the age of 62, if the subsidised flexi-job was awarded effective between 1st January 2013 and 31st December 2014
  - has reached the age that is three years before state retirement age, if the subsidised flexi-job was awarded effective from 1st January 2015 or later
  - has reached state retirement age, if this is stated in the insurance policy
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### 32. Limitation of savings balance protection cover for certain persons in subsidised flexi-jobs

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- (1) If an insured person is employed in a subsidised flexi-job at the time of enrolment or re-enrolment in PensionDanmark, the insured person will not be covered by savings balance protection in connection with a subsidised flexi-job.
- (2) Savings balance protection will not be awarded if the insured person is awarded a subsidised flexi-job effective from a date after
- the insured person has extended the insurance covers in the event that the insured person has enrolled in another pension scheme after his or her contributions to PensionDanmark were discontinued
  - the insurance covers have ended
  - the insured person has ceased to be a member of PensionDanmark
  - the insured person has retired
- (3) Savings balance protection will not be awarded if pension contributions have been paid by the employer for less than 12 months within the last four years and the symptoms of the conditions leading to the award of a subsidised flexi-job were present before the insured person obtained a pension scheme with PensionDanmark.
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For purposes of determining the contribution period, pension contributions made by the employer for periods during which the insured person received pay during sickness absence, employer-paid sickness benefits, etc. are not included.

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### 33. Early payout in case of a resource programme

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- (1) The sum paid out in connection with early payout in case of a resource programme is half the lump sum under the cover for anticipatory disability or senior pension.
- (2) The insured person may be entitled to early payout in case of a resource programme of half the lump sum on anticipatory disability or senior pension, if the insured person was awarded a resource programme after 1st January 2018 which has lasted for a continuous period of at least 12 months.
- (3) Half the lump sum on anticipatory disability or senior pension will be paid out at the amounts and subject to the date of cessation applying at the date when the insured person is awarded a resource programme.
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### 34. Limitation of cover for early payout in case of a resource programme

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- (1) If an insured person is employed in a subsidised flexi-job at the time of enrolment or re-enrolment, the right to early payout in case of a resource programme is subject to, based on a specific assessment, no connection being found to exist with the conditions underlying the award of the subsidised flexi-job and the conditions underlying the award of the resource programme.
- The above rule applies also to insured persons who are employed in wage subsidy jobs or other types of supported employment, including vocational rehabilitation programmes, trial jobs, section 56 agreements or any other employment that is in the nature of supported employment because special allowance is made for the insured person's state of health.
- (2) Half the lump sum on anticipatory disability or senior pension will not be paid out if the insured person is awarded a resource programme before the insurance cover enters into force.
- (3) Half the lump sum on anticipatory disability or senior pension will not be paid out if the insured person is awarded a resource programme effective from a date after
- the insured person extended the insurance covers in the event that the insured person has enrolled in another pension scheme after his or her contributions to PensionDanmark were discontinued
  - the insurance covers have ended
  - the policyholder has ceased to be a member of PensionDanmark
  - the insured person has retired
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- 
- (4) Half the lump sum on anticipatory disability or senior pension will not be paid out in case of a resource programme if pension contributions have been paid by the employer for less than 12 months within the last four years and the symptoms of the conditions leading to the award of the resource programme were present before the insured person obtained a pension scheme with PensionDanmark.

For purposes of determining the contribution period, pension contributions made by the employer for periods during which the insured person received pay during sickness absence, employer-paid sickness benefits, etc. are not included.

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### 35. Cover on death

- (1) If the insured person dies before partial or full retirement, there may be a right to payout of the minimum amount on death. The minimum amount is paid out in the amount applying at the time of death.
- (2) If the insured person dies after partial retirement, there may be a right to payout of the minimum amount on death. The remaining pension savings will be set off against the minimum amount.
- (3) If the minimum amount has been increased, the right to disbursement of the higher minimum amount is subject to, based on a specific assessment, the death being found to be unrelated to a previous critical illness diagnosis or symptoms thereof, see clause 15(3), and to the conditions and symptoms underlying a previous award of a resource programme, a subsidised flexi-job arrangement, anticipatory disability pension or senior pension which were present at the date of the decision and the effective date.
- (4) If the insured person's total pension savings after deduction of state tax exceed the minimum amount at the time of the insured person's death before reaching retirement age, the minimum amount will not be disbursed. Instead, the pension savings balance will be disbursed.
- (5) If the insured person dies after the disbursement of annuity pension benefits has commenced but before the selected payout period expires, the balance of the annuity pension for the remaining payout period will be disbursed. If the annuity pension has been disbursed as a percentage share, the balance of the percentage share for the remaining payout period will be disbursed.
- (6) If the insured person dies after the disbursement of lifetime retirement benefits has commenced, the balance of the lifetime pension for the remaining guarantee period will be disbursed.
- (7) The pension savings balance is determined at the date of disbursement, not the date of death.
- (8) The balance is disbursed as a lump sum after deduction of state tax and estate tax in accordance with applicable legislation.
- (9) The minimum amount on death will not be paid out, see subclause 3, if the insured person dies after
- the insurance covers ended
  - the insured person has ceased to be a member of PensionDanmark
  - the insured person has retired
  - the insured person has reached state retirement age

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### 36. Beneficiaries

- (1) The insured person may – within the framework established by PensionDanmark – direct who is to receive the benefits on his or her death and must notify PensionDanmark thereof in writing via the Company's website.

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

If the insured person later wishes to change the beneficiary or beneficiaries, PensionDanmark must also be notified of this in writing via the Company's website.

- (2) If the insured person has designated a beneficiary or beneficiaries of the benefits on his or her death, PensionDanmark will pay out the full amount of the benefits to this person or these persons.
- (3) If the insured person has not designated any beneficiaries of the benefits on his or her death, the full amount of the benefits will be disbursed to the insured person's next of kin.

The insured person's next of kin, see section 105 a of the Danish Insurance Contracts Act, are in the order given:

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

In the absence of any natural beneficiaries, the lump sum will not be disbursed.

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- (4) However, if the total benefits on death include statutory amounts, it may be prescribed by law who PensionDanmark must pay this amount to.
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### 37. Spouse's pension and children's pension

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- (1) If under previous rules the pension scheme includes spouse's and children's pensions which are payable on the insured person's death, the spouse's pension and the children's pension will be converted and disbursed as a lump sum.
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### 38. Cover for certain critical illnesses for insured persons

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- (1) The insured person may be entitled to a lump sum if the insured person is given a diagnosis, see clause 39, which meets the disease definition. The diagnosis must be given after the diagnosis was included in the insurance cover.
- (2) The insured person can only receive one lump sum per diagnosis group, and the lump sum will be paid out at the rate applying at the time of diagnosis.
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### 39. Diagnosis groups and specifications

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- (1) *Diagnosis group 1: Malignant cancer*  
A malignant tumour which is microscopically characterised by uncontrollable, infiltrative growth into adjacent tissue and clinically by the risk of recurrence and spreading to regional lymph nodes and more remote organs (metastasis).

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

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, e.g. polycythemia vera\*
7. High-risk myelodysplastic syndrome (MDS)\*
8. Chronic myelomonocytic leukaemia (CMML), type 2\*

Also included are:

- Bone marrow transplantation\*
- Malignant melanoma
- All haematologic diseases which in the course of treatment require allogeneic stem cell/bone marrow transplantation

Excluded from coverage are:

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

The diagnosis is considered to have been made at the date on which the above conditions were met and a pathologist made the diagnosis on the basis of histological or cytological examination of the removed tumour or a biopsy. The diagnosis must have been made on or after 1st January 2000 for the types of cancer listed in 6-8; for bone marrow transplants, the diagnosis must have been made on or after 1st January 2014.

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(2) *Diagnosis group 2: Heart disease*

This diagnosis group covers the following diagnoses:

2a. Coronary thrombosis

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

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

The diagnosis is considered to have been made at the date on which the above medical conditions were met and the diagnosis was confirmed by a cardiology specialist.

2b. Dilated and hypertrophic cardiomyopathy

As regards hypertrophic cardiomyopathy, echocardiography or an MRI scan must have shown left ventricular hypertrophy with a thickness of more than 15 mm without being able to identify the cause, which means that the condition must not be due to hypertension, aortic stenosis or vigorous physical activity.

The diagnosis is considered to have been made at the date on which the above medical conditions were met and the diagnosis was confirmed by a cardiology specialist. The diagnosis must have been made on or after 1st January 2019.

2c. Coronary sclerosis

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

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

The diagnosis is considered to have been made at the date on which the cardiac surgical treatment is commenced or performed.

2d. Life-threatening arrhythmia with ICD implantation

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

The diagnosis is considered to have been made at the date on which the ICD is implanted. The diagnosis must have been made on or after 1st January 2016.

2e. Chronic heart failure

NYHA class III/IV chronic heart failure that has been diagnosed by echocardiography and which only allows light or no physical activity is covered.

The diagnosis is considered to have been made at the date on which it is documented that the insured person has been classified as NYHA class III/IV at every clinical, imaging and laboratory examination through a minimum period of three months.

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(3) *Diagnosis group 3: Cardiac valve disorder*

This diagnosis group covers the following diagnoses:

3a. Cardiac valve surgery

This diagnosis group covers the following diagnoses:

Heart surgery of cardiovascular disease with implantation, including percutaneous angiographic implantation, of artificial heart valve prostheses and implantation of mechanical or biological heart valve prostheses. Tightening of existing tissue (plastic surgery) is also covered.

The diagnosis is considered to have been made at the date on which the surgery is performed or, in the case of planned surgery, the date on which the insured person is admitted to a surgery waiting list.

3b. Left-sided cardiac valve inflammation

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

The diagnosis is considered to have been made at the date on which the above medical conditions were met and the diagnosis was confirmed by a cardiology or infectious diseases specialist. The diagnosis must have been made on or after 1st January 2011.

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(4) *Diagnosis group 4: Aortic disease*

Aortic diseases cover the following diagnoses:

- A local extension of the aorta (aortic aneurysm)
- A burst of the aorta (aortic rupture)
- A blockage of the aorta (total aortic occlusion)
- A rupture of the inner layer of the aorta with bleeding into the aortic wall (aortic dissection)

An aortic aneurysm must be confirmed through an ultrasound of the abdomen, echocardiography, CT/MRI scan or, possibly, an aortogram. The diagnosis is considered to have been made at the date on which the surgery is performed or the date on which the insured person is admitted to a surgery waiting list or the date on which a specialist has assessed that surgery cannot be performed for technical reasons.

An aortic dissection diagnosis is considered to have been made at the date on which the diagnosis was confirmed through an ultrasound of the abdomen, echocardiography, CT/MRI scan or, possibly, an aortogram. The diagnosis must have been made on or after 1st January 2008.

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(5) *Diagnosis group 5: Severe complications following cerebral haemorrhage or cerebral thrombosis (apoplexia)*

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

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

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

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

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

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

The diagnosis is considered to have been made three months after the date on which cerebral haemorrhage or cerebral thrombosis was diagnosed, if the above permanent neurological deficit symptoms are present at this time and, possibly, have been confirmed by a neurological specialist. The diagnosis must have been made on or after 1st January 2000.

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- (6) *Diagnosis group 6: Saccular dilation of cerebral arteries*  
Based on an X-ray examination, CT angiography or MRI examination of the brain's pulmonary veins (angiography), the insured person is on the waiting list for or has received surgery or treatment for the surgical expansion of the brain's pulse veins. Cases where treatment cannot be carried out for technical reasons are also covered. The diagnosis must have been made on or after 1st January 2000.
- The diagnosis is considered to have been made at the date on which the saccular dilation of the brain is diagnosed, even if the other conditions are not met until a later date.
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- (7) *Diagnosis group 7: Certain benign (brain and spinal cord) tumours*  
Benign brain and spinal cord tumours or tumours in the membranes of these organs which have been completely or partially removed by surgery or which are inoperable for risk reasons. The diagnosis must have been made on or after 1st January 2000.
- The diagnosis is considered to have been made at the date on which the benign tumours are diagnosed, even if the other conditions are not met until a later date.
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- (8) *Diagnosis group 8: Complications following tick-borne encephalitis (TBE) in the nervous system*  
Complications following tick-borne encephalitis in the nervous system means prolonged or chronic neuroborreliosis due to a tick bite which has had persistent (peripheral or critical) neurological consequences. Seronegative borreliosis is not covered. The diagnosis must have been made on or after 1st January 2008.
- The diagnosis is considered to have been made three months after the date on which tick-borne encephalitis was diagnosed, if a neurological specialist has confirmed that the above neurological complications are present at that time.
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- (9) *Diagnosis group 9: Complications following encephalitis or cerebral meningitis*  
Complications following encephalitis or cerebral meningitis means persistent neurological consequences after an infection in the brain, cranial nerve roots or membranes of the brain caused by bacteria, viruses, fungi, etc. The diagnosis must have been made on or after 1st January 2008.
- The neurological consequences must have been present for six months or more and have been confirmed based on
- demonstration of microbes in the spinal fluid (or possibly in blood) or
  - a spinal cord fluid examination demonstrating significant inflammatory response (pleocytosis), including elevated white blood cell and protein levels, possibly supplemented by CT/MRI scans.
- The diagnosis is considered to have been made six months after the date on which the infection was diagnosed for the above reasons, if a medical or neurological specialist confirms that the above neurological complications are present at that time.
- 
- (10) *Diagnosis group 10: Multiple sclerosis and Neuromyelitis optica*  
This diagnosis group covers the following diagnoses:
- 10a. Multiple sclerosis – disseminated sclerosis  
Demyelinating disease in the central nervous system documented by typical changes in the brain or spinal cord through MRI scans, possibly supplemented by spinal fluid examination.
- The diagnosis is considered to have been made at the date on which the above medical conditions were met and confirmed by a neurological specialist.
- 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 and be consistent with the recommended Diagnostic Criteria for Multiple Sclerosis from the International Panel for Multiple Sclerosis Diagnosis.
- The diagnosis is considered to have been made at the date on which the above medical conditions were met and confirmed by a neurological specialist. The diagnosis must have been made on or after 1st January 2016.
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(11) *Diagnosis group 11: Motor Neurone Disease (MND)*  
Motor Neurone Disease (MND) is one of the following:

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

The diagnosis is considered to have been made at the date on which the diagnosis was confirmed by a neurological specialist. The ALS diagnosis must have been made on or after 1st January 2000. The other diagnoses must have been made on or after 1st January 2017.

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(12) *Diagnosis group 12: Muscular diseases*  
This diagnosis group covers the following diagnoses:

12a. Certain types of muscular dystrophy  
Progressive muscular dystrophy of the types:

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

The diagnosis is considered to have been made at the date on which the diagnosis was confirmed by a neurological specialist. The diagnosis must have been made on or after 1st January 2000.

12b. Acute inflammatory polyradiculoneuropathy

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

The diagnosis is considered to have been made at the date on which the above medical conditions were met. The diagnosis must have been made on or after 1st January 2016.

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(13) *Diagnosis group 13: Parkinson's disease and Lewy body dementia*  
This diagnosis group covers the following diagnoses:

13a. Parkinson's disease

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

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

The diagnosis is considered to have been made at the date on which the above medical conditions were met and confirmed by a neurological specialist.

13b. Lewy body dementia

Lewy body dementia is a progressive neurodegenerative disorder characterised by the accumulation of alpha-synuclein within neurons (Lewy Bodies).

The diagnosis is considered to have been made at the date on which a neurological specialist confirms that the diagnosis meets the McKeith criteria. The diagnosis must have been made on or after 1st January 2016.

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- (14) *Diagnosis group 14: Chronic kidney failure and kidney(s) transplant*  
This diagnosis group covers the following diagnoses:
- 14a. Chronic kidney failure  
Kidney failure so severe that both kidneys chronically and irrevocably stop functioning, leading to permanent dialysis (peritoneal or haemodialysis).
- The diagnosis is considered to have been made at the date on which permanent dialysis is initiated.
- 14b. Kidney(s) transplant  
Planned or performed kidney transplant in patients with renal disease that has caused intracranial renal failure in which the insured person is the recipient.
- The diagnosis is considered to have been made at the date on which the surgery is performed or, in the case of planned surgery, the date on which the insured person is admitted to a surgery waiting list. The diagnosis must have been made on or after 1st January 2000.
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- (15) *Diagnosis group 15: Organ transplants (heart, lung(s), liver and pancreas)*  
Planned or performed organ transplant comprising heart, lung(s), liver or pancreas in patients with intractable organ failure in which the insured person is the recipient.
- The diagnosis is considered to have been made at the date on which the surgery is performed or, in the case of planned surgery, the date on which the insured person is admitted to a surgery waiting list. The diagnosis must have been made on or after 1st January 2000.
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- (16) *Diagnosis group 16: AIDS*  
Immune system disease caused by an infection of the human immunodeficiency virus type 1 (HIV-1).
- The diagnosis is considered to have been made at the date on which the diagnosis was confirmed by an infectious disease specialist. The diagnosis must have been made on or after 1st January 2000.
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- (17) *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. Visual field defects where vision is not impaired as indicated are not covered.
- The diagnosis is considered to have been made at the date on which the above medical conditions were confirmed by an ophthalmologist. The diagnosis must have been made on or after 1st January 2000.
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- (18) *Diagnosis group 18: Deafness*  
Total and irreversible loss of hearing in both ears.
- The diagnosis is considered to have been made at the date on which the above medical conditions were confirmed by an audiologist. The diagnosis must have been made on or after 1st January 2000.
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- (19) *Diagnosis group 19: Alzheimer's Disease*  
A degenerative disease of the brain characterised by progressive memory loss and reduction in intellect. Frontotemporal dementia is not covered.
- The diagnosis is considered to have been made at the date on which the above medical conditions were met. The diagnosis must have been made on or after 1st January 2014.
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- (20) *Diagnosis group 20: Major burns, frostbites or caustic burns*  
Third-degree burns, frostbites or caustic burns covering at least 20% of the body surface.
- The diagnosis is considered to have been made at the date on which the above medical conditions were met. The diagnosis must have been made on or after 1st January 2014.
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- (21) *Diagnosis group 21: Connective tissue disease*  
This diagnosis group covers the following diagnoses:
- 21a. Advanced systemic sclerosis  
Advanced systemic sclerosis is covered when the diagnosis has been made based on clinical symptoms (skin, vasculopathy), histological changes and objective signs of the involvement of at least one organ (oesophagus, lungs, heart or kidneys).
- The diagnosis is considered to have been made at the date on which the above medical conditions were met and confirmed by a dermatological unit/connective tissue laboratory.
- 21b. Wegener's granulomatosis  
Wegener's granulomatosis is covered where a histological and serological diagnosis has been made and chemotherapy or steroid therapy has started.
- The diagnosis is considered to have been made at the date on which the above medical conditions were confirmed by a respiratory disease, rheumatological or an ear, nose and throat unit. The diagnosis must have been made on or after 1st January 2016.
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- (22) For diagnosis group 1, "Malignant cancer", however, if the insured person has previously been diagnosed with cancer, he or she may – regardless of whether a lump sum has previously been paid out by PensionDanmark – be eligible for a lump sum if
- the insured person has not been diagnosed with or treated for cancer during the seven years leading up to the new cancer diagnosis
  - the new cancer diagnosis is a different type of cancer and was made no earlier than 1st January 2017
  - the diagnosis does not concern recurrence or metastases from a previous cancer diagnosis
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- (23) For diagnosis group 2, "Heart disease", however, if an insured person has been diagnosed with coronary thrombosis meeting disease definition 2a and at least seven years later undergoes bypass surgery or a balloon angioplasty due to coronary artery constriction meeting disease definition 2c, or vice versa, the later diagnosis having been made no earlier than 1st January 2017, the insured person may be entitled to a lump sum – even if a lump sum has previously been paid out by PensionDanmark.
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#### **40. Limitation of the insurance cover for certain critical illnesses for insured persons**

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- (1) The lump sum will not be disbursed if the diagnosis was made before the insured person obtained cover for certain critical illnesses.
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- (2) If an insured person has previously been diagnosed with a condition within one diagnosis group, the insured person is not entitled to a lump sum for this or a different diagnosis within the same diagnosis group, see, however, subclauses 22 and 23. This applies even if the insured person has been given a clean bill of health in the meantime.
- This provision applies to all previous diagnoses for which the insured person has received a lump sum on a critical illness, but also in the event that a lump sum was not paid for the previous diagnosis because the insured person was not covered by the insurance at the time of diagnosis.
- 
- (3) If an insured person has previously received a lump sum for a diagnosis and is later diagnosed with a condition from a different diagnosis group, there must be a time interval of at least six months between the diagnosis for which a lump sum was most recently paid and the new diagnosis in order for the insured person to qualify for a new lump sum. The most recent diagnosis must have been made on or after 1st January 2010.
- 
- (4) The lump sum will not be disbursed if the diagnosis was made after
- the insured person has extended the insurance cover, see clause 9(2), in the event that the insured person has enrolled in another pension scheme after his or her contributions to PensionDanmark were discontinued
  - the insurance covers have ended
  - the insured person has ceased to be a member of PensionDanmark
  - the insured person has retired
  - the insured person has reached the age of cessation applicable at the date of diagnosis; for diagnoses made before 1st January 2003 the age of cessation is 60 years; for diagnoses made between 1st January 2003 and 31 December 2008 the age of cessation is 62 years; and for diagnoses made between 1st January 2009 and 31 December 2015 the age of cessation is 65 years.
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- (5) The lump sum will not be disbursed if the diagnosis was made before the diagnosis was covered by the insurance.
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- (6) The lump sum will not be disbursed if the insured person is diagnosed but subsequently dies before PensionDanmark receives the insured person's written application for disbursement of the lump sum.
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- (7) The lump sum will not be disbursed if pension contributions have been paid by the employer for less than 12 months within the last four years and the symptoms of the diagnosis were present before the insured person obtained a pension scheme with PensionDanmark. For purposes of determining the contribution period, pension contributions made by the employer for periods during which the insured person received pay during sickness absence, employer-paid sickness benefits, etc. are not included.
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#### **41. Cover for certain critical illnesses for the insured person's children**

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- (1) The insured person may opt to set up a children's cover for certain critical illnesses. The insurance covers a lump sum.
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- (2) The below provisions and other general provisions of PensionDanmark's insurance terms and conditions apply to this insurance effective from 1st December 2025.
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- (3) Insured persons who pay compulsory pension contributions under a collective agreement, see clause 5(1), and who have not retired, see clause 11(1), can opt to add on a children's cover for certain critical illnesses for children under the age of 18.
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- (4) Children are defined as the insured person's biological children, adopted children and stepchildren as well as the biological children, adopted children and stepchildren of the insured person's cohabitant. The definition also includes any foster children who are permanently residing with the insured person or the insured person's cohabitant.

The insured person's stepchildren are defined as the biological and adopted children of the insured person's current or former spouse.

A cohabitant is defined as a person who shares a registered address with the insured person at the time of the insured event, and where there are no legal impediments preventing the insured person from entering into marriage with that person. The insured person is entitled to coverage for only one cohabitant's children at a time.

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- (5) After the insurance has been set up, the insured person may maintain the insurance cover after his or her contributions have been discontinued, see clause 9(1-2), or if the insured person is awarded regular benefits pursuant to clause 25(1).
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- (6) The child's diagnosis must have been made during the policy period and before the child reaches the age of 18.
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- (7) The date of diagnosis is the deciding date, not the time when the insured person or the child is informed of the diagnosis. All conditions must be met at the date of diagnosis.
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- (8) If the conditions for receiving the lump sum are met, the lump sum will be paid out at the rate applying at the date of diagnosis. The lump sum is paid out to the insured person.
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## 42. Diagnoses and specifications

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(1) *Cancer, excluding less aggressive forms*

Cancer, excluding less aggressive forms, is defined as a malignant tumour diagnosed histologically and characterised by uncontrolled growth of malignant cells, with a tendency to invade surrounding tissue, recur locally and spread to regional lymph nodes and other organs (metastasis).

The cover also includes low-grade astrocytomas, even if described as benign.

The cover does not include:

- a. Tumours classified as pre-malignant, non-invasive, carcinoma in situ, borderline or with low malignant potential (regardless of treatment choice)
- b. All forms of skin cancer (including cutaneous lymphomas), except stage 1-4 malignant melanoma
- c. Prostate cancer with a Gleason score of 6 or below (clinical spread corresponding to T2N0M0 is covered)
- d. Bladder papillomas
- e. Kaposi sarcoma

The tumour must be verified by histological examination performed by a pathologist.

Cancer of blood and haematopoietic organs, excluding less aggressive forms

Cancer of the blood and haematopoietic organs, excluding less aggressive forms, is defined as malignant diseases arising in blood, lymph or bone marrow blood-forming cells, characterised by an atypical blood profile with uncontrolled growth of blood cells and a tendency to progression and recurrence.

The cover includes the following conditions requiring treatment\*:

- d. Acute leukaemia, accelerated phase or blast crisis chronic myeloid leukaemia (CML) and chronic lymphocytic leukaemia (CLL) requiring treatment
- e. Hodgkin's lymphoma stages II to IV and non-Hodgkin's lymphoma, excluding less aggressive forms, such as localised MALT lymphoma, plaque-stage mycosis fungoides and skin lymphoma such as localised CD30-positive lymphoma and cutaneous B-cell lymphoma localised to the skin
- f. High-risk myelodysplastic syndrome (MDS) and chronic myelomonocytic leukaemia (CMML)
- g. Multiple/solitary myeloma

\*Conditions requiring treatment means cytotoxic therapy, including chemotherapy, radiotherapy, biologics (designer drugs) or allogeneic stem cell/bone marrow transplantation

The cover does not include:

- a. Monoclonal gammopathy of undetermined significance (MGUS)
- b. Myeloproliferative neoplasms (MPN), e.g. primary myelofibrosis, essential thrombocythemia or polycythemia vera

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(2) *Heart disease requiring surgery*

Treatment of heart disease through surgery or catheter-based intervention.

The heart disease must be diagnosed at a cardiology or cardiothoracic surgical unit.

Surgery or catheter-based intervention must be performed after the child's birth and during the policy period.

The diagnosis is considered to have been made at the date of surgery.

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- (3) *Cerebral haemorrhage or cerebral thrombosis (apoplexy) with permanent complications*  
Acute injury to the brain or brainstem with simultaneous objective neurological deficits due to disrupted cerebral blood circulation (e.g. paralysis, sensory, visual or speech disturbances) lasting more than 24 hours caused by
- a. spontaneous or traumatic brain or subarachnoid haemorrhage, or
  - b. cerebral artery stenosis or occlusion due to thrombosis or embolism, resulting in neurological deficits (paralysis, reduced strength or sensibility, speech or visual impairments) corresponding to the brain damage shown on CT or MRI. Emotional or cognitive symptoms alone are insufficient for coverage.

The cover may also include:

Cerebral thrombosis when there are sufficiently clear clinical signs of cerebral thrombosis for a neurologist to establish the diagnosis without imaging confirmation (including cases where CT/MRI scans are inconclusive or have not been performed), provided that permanent neurological deficits corresponding to the brain damage are confirmed three months after the event, such as facial or limb paralysis, visual field restriction, hemilateral sensory disturbances or speech impairments. Emotional or cognitive symptoms alone are insufficient for coverage.

Headache and fatigue are not considered objective neurological deficits or neurological complications.

The cover does not include:

- Transitory cerebral ischaemia (TCI)/Transitory ischaemic attack (TIA)
- Previous brain infarcts confirmed by brain scan (CT/MRI)
- Peripheral nerve clots or haemorrhages, e.g. in eyes, ear and pituitary

The diagnosis must be made at a neurological or neurosurgical unit or be confirmed by a neurologist, with other causes of the neurological complications excluded.

Cover pursuant to this provision is subject to the cerebral haemorrhage or cerebral thrombosis (apoplexy) being diagnosed during the policy period and the neurological complications being confirmed by a neurological specialist during the policy period.

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- (4) *Saccular dilatation of the cerebral arteries (aneurysm), intracranial arteriovenous malformation (AV malformation) and cavernous angioma requiring surgery*

The diagnosis is defined as a planned or already performed operation for a defect in the blood vessels of the brain in the form of

1. one or more saccular dilatations of cerebral arteries, or
2. arteriovenous malformation (including cavernous angioma).

The diagnosis must be made at a neurological or neurosurgical unit or be confirmed by a neurologist, with other causes of the neurological complications excluded.

Surgery must be performed after the child's birth and during the policy period.

The cover also includes cases where surgery is indicated but cannot be performed for technical or other reasons. In the case of planned surgery, the insured person's child must have been admitted to a waiting list.

- 
- (5) *Certain benign tumours of brain and spinal cord requiring surgery*  
Benign tumours of brain and spinal cord are defined as benign tumours of the brain, brainstem, spinal cord or the membranes of these organs, which

- a. are removed by surgery or
- b. have a surgical indication, but surgery cannot be performed for technical reasons.

The cover does not include:

- a. Cysts or granulomas
- b. Schwannomas/neurinomas, including acoustic neuromas
- c. Pituitary adenomas
- d. Tumours of cranial/brain nerves, e.g. optic nerve, auditory nerve

Cover pursuant to this provision is subject to diagnosis and surgery occurring after the child's birth and during the policy period.

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- (6) *Disseminated sclerosis (DS)*  
Disseminated sclerosis is defined as a chronic CNS disease meeting current international criteria, with reasonable exclusion of other diseases. Current criteria include
- a. two or more clinically separate neurological CNS episodes with at least two MRI-demonstrated lesions consistent with DS according to the McDonald criteria, or
  - b. a clinical attack with two or more MRI-demonstrated lesions consistent with DS or dissemination in time demonstrated by repeated MRI scans (monosymptomatic DS), or
  - c. a protracted, progressive attack where the McDonald criteria for progressive DS are met.

The cover also includes neuromyelitis optica (NMO) with bilateral optic neuritis, or myelopathy and optic neuritis as well as central spinal cord MRI lesions over more than three segments.

The diagnosis must be made by a neurologist.

The cover does not include cases exclusively involving optic neuritis, transverse myelitis or CIS.

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- (7) *Chronic kidney failure*  
Chronic kidney failure is defined as bilateral, irreversible kidney failure requiring permanent dialysis.
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- (8) *Major organ transplants*  
Major organ transplants are defined as transplantation due to organ failure involving the insured person's child. The following transplants are covered by the insurance:
- a. Heart
  - b. Lung
  - c. Liver
  - d. Heart-lung
  - e. Heart-lung-liver
  - f. Kidney
  - g. Pancreas
  - h. Bone marrow

Planned organ transplant requires that the insured person's child has already been admitted to a waiting list.

The diagnosis does not cover transplantation of other organs, parts of organs, tissue or cells.

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- (9) *Encephalitis or cerebral meningitis (including borrelia and TBE) causing severe neurological complications*  
Encephalitis or cerebral meningitis (including borrelia and TBE) causing severe neurological complications is defined as an infection in the brain, cranial nerve roots or membranes of the brain caused by bacteria, viruses, fungi, etc. causing persistent objective neurological deficits in the form of hearing loss, vision loss, paralysis or hydrocephalus.

The diagnosis must be made at a neurological or infectious diseases unit based on

- a. demonstration of microbes in the spinal fluid or
- b. a spinal fluid examination demonstrating significant inflammatory response (pleocytosis), including an elevated number of white blood cells and, possibly, supplemented by an CT/MRI scan.

In cases of neuroborreliosis following a tick bite, the diagnosis must be made based on cerebrospinal fluid examinations demonstrating borrelia-specific antibodies in serum and cerebrospinal fluid (IgG, IgM).

For Tick-Borne Encephalitis, the diagnosis must be verified by demonstration of virus-specific antibodies in serum and cerebrospinal fluid.

In any case, the neurological deficits cannot be assessed earlier than after three months and must be confirmed by a neurologist or a paediatrician.

Cover pursuant to this provision is subject to the infection being diagnosed during the policy period and the neurological deficits being confirmed during the policy period.

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- (10) *Muscular dystrophy (myopathy and neuropathy) with persistent progressive symptoms*  
Muscular dystrophy (myopathy and neuropathy) with persistent progressive symptoms is defined as well-diagnosed, recognised muscular dystrophy/neuropathy with progressive loss of muscle mass and strength (e.g. Duchenne muscular dystrophy, Becker muscular dystrophy, Limb-Girdle muscular dystrophy (LGMD), facioscapulohumeral muscular dystrophy (FSHD), oculopharyngeal muscular dystrophy (OPMD), Charcot-Marie-Tooth disease (CMT) and myotonic dystrophy).

Cover requires that the diagnosis is made at a neurological unit based on clinical examination, appropriate blood tests (e.g. CK or genetic testing) and/or other relevant investigations (e.g. muscle biopsy or nerve conduction studies).

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- (11) Major burns (ambustio), frostbites or caustic burns covering at least 10% of the body surface  
Major burns (ambustio), frostbites or caustic burns covering at least 10% of the body surface are defined as second- or third-degree burns (including frostbites or caustic burns) covering at least 10% of the child's body surface.

Diagnosis must be documented in burn unit records.

- 
- (12) *Terminal illness*  
Terminal illness is defined as a clearly and finally diagnosed condition meeting the following criteria:
- a. The condition has no known curative treatment, or the condition is at a stage where no further treatment options are available, and
  - b. The condition is expected to lead to death within 12 months, based on an assessment by both the treating physician and PensionDanmark's consulting medical adviser.

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- (13) *Type 1 diabetes*  
Type 1 diabetes is defined as insulin-dependent diabetes mellitus type 1 (IDDM).

The diagnosis is considered to have been made when a paediatrician or an endocrinologist has established the diagnosis insulin-dependent diabetes mellitus type 1.

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#### **43. Limitation of cover for certain critical illnesses for the insured person's children**

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- (1) Only one lump-sum is payable per diagnosis.

If the child was diagnosed with cancer prior to the commencement of the policy period, and at least five years have passed without a cancer diagnosis, a lump sum will be payable if a new cancer diagnosis is made during the policy period that meets the policy conditions.

Up to two cancer diagnoses diagnosed during the policy period may qualify for a lump-sum payment, provided they meet the policy conditions. However, a lump sum payment for the second cancer diagnosis is conditional upon at least five years having passed since the first cancer diagnosis during the policy period. It is further required for the second lump sum payment that there has been no recurrence of the cancer diagnosis and no diagnosis of a different cancer disease during the five-year period.

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- (2) If the child has previously been diagnosed, the insured person is not entitled to another lump sum within the diagnosis group. This applies even if the child has been given a clean bill of health in the meantime.

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

- 
- (3) If the child has previously received a lump sum for one of the above diagnoses and is later diagnosed with another condition, there must be a time interval of at least six months between the diagnosis for which a lump sum was most recently paid and the new diagnosis in order for the child to qualify for a new lump sum.

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- (4) Insurance coverage ends
- when the child reaches the age of 18
  - when the insured person's insurance covers end, see clause 9(3-4) and (6)
  - when the insured person's membership of PensionDanmark ends

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### **Section E. Terms and conditions for insurance cover for loss of earning capacity**

#### **44. Common rules**

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- (1) This section sets out the special rules applying, together with the general terms and conditions, to insurance cover for loss of earning capacity. If there is any inconsistency between these terms and conditions and the general terms and conditions, these terms and conditions will prevail over the general terms and conditions.
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- (2) Insurance cover for loss of earning capacity may consist of loss of earning capacity benefits and savings balance protection.

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#### **45. Persons covered by the insurance**

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- (1) The insurance covers insured persons who have an annual pensionable income of more than DKK 418,000 (2026 figures) before labour market contribution, determined on the basis of the last 12 months' contributions, and who have been informed that they are covered by the insurance.
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- (2) If, after having obtained cover under the insurance, the insured person has paid monthly pension contributions corresponding to an annual salary of less than DKK 372,000 (2026 figures) before labour market contribution for an uninterrupted period of at least three months, the insured person will be transferred to the insurance cover for anticipatory disability and senior pension with effect from the first day of the following month, at which time the insurance cover for loss of earning capacity will end.

If the insured person has subsequently paid monthly pension contributions corresponding to an annual salary of at least DKK 428,000 (2026 figures) before labour market contribution for an uninterrupted period of at least three months, the insured person will be transferred to the insurance cover for loss of earning capacity with effect from the first day of the following month, at which time the insurance cover for anticipatory disability and senior pension will end.

The Board of Directors may change the salary criteria for obtaining cover for loss of earning capacity and for transfer between insurance cover for loss of earning capacity and insurance cover for anticipatory disability and senior pension.

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- (3) In order to be enrolled in the insurance, the insured person must have been employed on a full-time basis for at least 28 hours per week for the last three months prior to enrolment. Any periods during which the insured person was on maternity/paternity leave are included in the period of full-time employment.
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- (4) Insured persons who obtain a pension scheme with PensionDanmark immediately after having been covered by another pension scheme with similar cover for loss of earning capacity may upon request obtain insurance cover with PensionDanmark if the insured person solemnly declares that he or she meets the conditions.
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- (5) The insured person may disenroll from the insurance in the manner prescribed by PensionDanmark.

#### **46. Conditions for receiving loss of earning capacity benefits**

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- (1) The insurance entitles the insured person to temporary or long-term benefits when the insured person meets both of the following conditions:
- a. The insured person's earning capacity has been reduced by a coverable degree as a result of illness or accident for at least three consecutive months (the waiting period), and the insured person has during the same period – except for any employer period during which the employer was not entitled to reimbursement of sickness benefits – received either sickness benefits, reduced sickness benefits, flexi-job subsidies, unemployment benefits in connection with a subsidised flexi-job, public senior pension benefits, public anticipatory disability pension benefits or resource programme benefits, and will continue to do so throughout the period during which the insured person receives benefits from PensionDanmark.

The insured person has been employed for at least 28 hours per week for 24 months out of the last 30 months at the time when his or her health-related earning capacity was reduced by at least two-thirds. Any periods during which the insured person was on maternity/paternity leave are included in the period of full-time employment.

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- (2) An insured person's earning capacity is considered to have been reduced by a coverable degree when his or her health-related earning capacity has been reduced by at least two-thirds.

An insured person's health-related earning capacity is considered to have been reduced by at least two-thirds when – as a consequence of illness or accident – the insured person is no longer able to work more than one-third of what is usual for people with full capacity for work.

An insured person's health-related earning capacity is assessed either in relation to the insured person's previous profession or any profession according to the rules on temporary and long-term loss of earning capacity.

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- (3) Loss of earning capacity benefits are paid out to the insured person.

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- (4) Loss of earning capacity benefits are awarded for a limited period of time. At the end of the award period, PensionDanmark will decide whether the conditions for insurance cover are still met.

If the conditions for insurance cover are not met, the loss of earning capacity benefits will be discontinued subject to an appropriate notice.

If the insured person suffers a new coverable loss of earning capacity within six months of expiry of cover, a new waiting period will not be applied.

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- (5) Loss of earning capacity benefits will be discontinued at the latest at the end of the month in which the insured person reaches the state retirement age in force from time to time.

#### **47. Temporary loss of earning capacity**

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- (1) As long as the insured person's condition has not reached a permanent and stationary state and there remains a prospect that the insured person will be able to return to his or her previous job, the insured person's health-related earning capacity will be assessed in relation to the profession in which the insured person has previously been employed.
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- (2) PensionDanmark will assess on an ongoing basis whether the insured person is still entitled to receive temporary benefits. If PensionDanmark assesses that the insured person is again able to perform his or her job or an equivalent job, the benefits will be discontinued subject to an appropriate notice.
- 
- (3) When the insured person's state of health has reached a permanent and stationary state and it is possible to assess the insured person's general earning capacity according to the rules on long-term loss of earning capacity, the right to temporary benefits will end. The temporary benefits will be discontinued no later than 18 months from the beginning of the waiting period, unless PensionDanmark decides to postpone the assessment of the insured person's general earning capacity one or more times.
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#### **48. Long-term loss of earning capacity**

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- (1) When the insured person's condition has stabilised and there is no longer any prospect that the insured person will be able to return to his or her previous profession, PensionDanmark will proceed to assess the insured person's general loss of earning capacity.
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- (2) The general loss of earning capacity is assessed in relation to any profession and is therefore not limited to the insured person's previous job. The assessment is based on an overall evaluation, taking into account the insured person's state of health, education and prior work experience.
- 
- (3) PensionDanmark will assess on an ongoing basis whether the insured person is still entitled to receive benefits. If PensionDanmark assesses that the general earning capacity is no longer reduced by a coverable degree, the benefits will be discontinued subject to an appropriate notice. No account is taken of the current labour market situation or of whether the insured person will be able to find a job, possibly after retraining.
- 
- (4) When it is possible to assess the general loss of earning capacity, the insured person is no longer entitled to benefits under the temporary loss of earning capacity rules.
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#### **49. Savings balance protection**

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- (1) If the insured person is entitled to loss of earning capacity benefits and the insured person receives either flexi-job subsidies, unemployment benefits in connection with a subsidised flexi-job, public senior pension benefits or public anticipatory disability pension benefits, the insured person is entitled to savings balance protection.
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#### **50. Calculation of benefits and savings balance protection**

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- (1) If the insured person is entitled to benefits under the rules on temporary or long-term loss of earning capacity, the benefits will be calculated according to the rules in this provision.
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- (2) If the insured person receives public benefits other than anticipatory disability pension or senior pension benefits, the benefits will be calculated according to the rules in subclauses 4-9 and 11.
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- (3) If the insured person is awarded either anticipatory disability pension or senior pension, the benefits will be calculated according to the rules in subclauses 3-8 and 11.
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For the purpose of this calculation, the pensionable salary will be adjusted up to the date on which anticipatory disability or senior pension is awarded, based on rules laid down by the Board of Directors.

The insured person's other income will be calculated based on the income which the insured person has or is entitled to at the date of such award.

Loss of earning capacity benefits are a supplement to the insured person's other income. The benefits and the insured person's other income may not on aggregate exceed 70% of the insured person's previous pensionable salary less compulsory pension contributions and including labour market contribution.

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- (4) The benefits thus calculated will be paid out for the remainder of the period during which the insured person is entitled to insurance cover and benefits. PensionDanmark may adjust its benefits on an ongoing basis, and the total benefits may therefore end up being higher or lower than 70%. Changes in public benefits or benefits from other sources will not affect the benefits paid by PensionDanmark. However, if a member is awarded workers' compensation benefits after being awarded anticipatory disability pension, these will be offset against the pension benefits.
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- (5) The following benefits are considered other income supplementing loss of earning capacity benefits:
- Labour income, whether in the form of salary income or profits from self-employment.
  - Public benefits such as public anticipatory disability pension benefits, senior pension benefits, flexi-job subsidies and the like.
  - Regular benefits from other insurance covers for loss of earning capacity.
  - Workers' compensation benefits.
  - Commercial liability insurance benefits.
  - Wage guarantee insurance benefits when the insurance also includes cover for loss of earning capacity due to illness or accident.

All benefits which the insured person is entitled to receive are deducted, regardless of whether the insured person has chosen to receive them or not.

- 
- (6) Previous pensionable salary means the salary most recently registered by PensionDanmark as the pensionable salary at the time when the insured person's health-related earning capacity was reduced by at least two-thirds.

If it turns out that the pensionable salary does not correspond to the insured person's actual pensionable income, PensionDanmark may instead use an average salary calculated based on the last three years' pensionable income.

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- (7) Where regular loss of earning capacity benefits are fully offset against public benefits – e.g. resource programme benefits and cash benefits – loss of earning capacity benefits will not be paid out to the extent that the public benefits exceed the maximum amount payable under the insurance.

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- (8) The total benefits, including the insured person's other income, may not exceed DKK 700,000 per year and are adjusted according to rules laid down by the Board of Directors.

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- (9) Benefits are recalculated on an ongoing basis.

- 
- (10) If the insured person is entitled to savings balance protection, the savings balance protection will be calculated as follows:

Savings balance protection is awarded at an amount calculated on the basis of the average of the compulsory pension contributions received during the 12 months preceding the date on which the insured person's health-related earning capacity was reduced by two-thirds. The savings balance protection constitutes at least a minimum amount set by PensionDanmark. The savings balance protection will end at the latest at the same time as the loss of earning capacity benefits are discontinued.

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- (11) All benefits and premiums are non-guaranteed. This means that benefits and premiums may be discontinued and that the amount of each benefit and premium may be changed, including reduced. This also applies to benefits that have already been awarded.

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#### **51. Certain limitations of insurance cover**

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- (1) The insurance covers only if the coverable loss of earning capacity occurred during the policy period.

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- (2) The insurance does not cover loss of earning capacity caused by intent or gross negligence.

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#### **52. Filing a loss of earning capacity claim**

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- (1) Loss of earning capacity claims must be filed as soon as possible after the loss of earning capacity has occurred. Claims must be filed as instructed by PensionDanmark.

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- (2) If a claim is filed too late and this means that PensionDanmark is prevented from conducting proper case processing, including obtaining the necessary documentation and initiating health-promoting measures or initiatives with a view to skills upgrading, rehabilitation, reactivation or similar, this may result in full or partial loss of insurance cover.

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- (3) Claims must be filed within six months after the insurance cover ends. If a claim is filed later, there is no coverage under the insurance.

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#### **53. Obtaining information**

- 
- (1) When assessing whether a loss of earning capacity is coverable, PensionDanmark may take into account all information, including medical records and statements from doctors, medical specialists, public authorities and similar as well as its own medical consultants.
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- (2) PensionDanmark may at any time request such health and income information etc. as PensionDanmark deems necessary for the assessment of the insurance cover, including requesting the insured person's consent to the collection of information.

PensionDanmark may at any time require the insured person to undergo examination by one or more doctors or similar appointed by PensionDanmark. Expenses for such examinations are paid by PensionDanmark, unless they are covered by other insurance etc. However, expenses for any translation of documents into Danish are payable by the insured person.

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- (3) If the insured person does not submit the necessary documentation or refuses to authorise PensionDanmark to obtain information or to undergo examinations etc., PensionDanmark may discontinue benefits and savings balance protection.

- 
- (4) If the insured person receives benefits and savings balance protection, the insured person is obliged to inform PensionDanmark of any changes in his or her state of health or income, including changes in public benefits. If the insured person fails to inform PensionDanmark of such changes, this may result in the insured person being obliged to repay benefits received.

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#### 54. Health-promoting measures

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- (1) Insurance cover is conditional upon the insured person actively collaborating in connection with examinations, treatments, work capability assessments, rehabilitation programmes and other activities to which PensionDanmark or PensionDanmark's business partners refer the insured person, for example for the purpose of:
- determining the insured person's state of health and earning capacity
  - promoting recovery and possible return to the labour market, or
  - enabling PensionDanmark to make an assessment of the insurance cover.

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#### 55. Expiry of insurance cover

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- (1) The insurance expires at the latest at the end of the month in which the insured person reaches the state retirement age in force from time to time.
- 
- (2) If the payment of contributions is discontinued, the insurance will remain in force for three months from the last contribution, provided that the insured person's pension savings are sufficient to cover the insurance premium. The insured person may choose to terminate the insurance at an earlier date or add on additional cover for nine months against payment of an increased premium. Notwithstanding the above, the insurance expires at the latest at the end of the month in which the insured person reaches the state retirement age in force from time to time.

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#### 56. Statute-barring

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- (1) Claims for benefits and/or savings balance protection under the insurance cover for loss of earning capacity become statute-barred according to the general rules of Danish law on statute-barring of claims.

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### Section F. Terms and conditions for PensionDanmark's healthcare programme

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#### 57. Common rules

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- (1) This section sets out the special rules applying, together with the general terms and conditions, to PensionDanmark's healthcare programme (in the following referred to as the 'healthcare programme'). If there is any inconsistency between these terms and conditions and the general terms and conditions, these terms and conditions will prevail over the general terms and conditions.
- 
- (2) The healthcare programme may cover the following forms of treatment:
1. Advice on and treatment of musculoskeletal disorders by a physiotherapist or a chiropractor
  2. Online consultations with a physiotherapist for musculoskeletal disorders
  3. Consultations with a nurse
  4. Consultations with a social worker
  5. Online consultations with a psychologist
  6. Prompt Diagnosis
  7. Online health test
  8. Online consultations with a doctor
  9. Surgery – musculoskeletal disorders
  10. Addiction and weight loss counselling
  11. Psychiatrist, start-up/adjustment of medical treatment for ADHD/ADD
- 
- (3) Three different health packages are available under the healthcare programme: Basic, Standard and Extended. Each health package gives access to a different range of treatments:
- Basic includes treatments 2, 3, 4, 5, 7 and 8.
  - Standard includes treatments 1-8.
  - Extended includes all of the above forms of treatment.

- 
- (4) Payment for the healthcare programme is made by deduction from pension savings or – if so agreed – by direct payment.
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- (5) For enquiries regarding the healthcare programme, insured persons should contact PensionDanmark's healthcare team by phone or in writing or use the self-service solution via the Company's website or app.
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#### **58. Persons covered by the healthcare programme**

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- (1) Persons with insurance in PensionDanmark are covered by either Basic, Standard or Extended, based on the policy status of the insured persons.
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- (2) Insured persons may switch to one of the other health packages. The election will take effect on the first day of the month after PensionDanmark has received the request from the insured person.

However, insured persons with cover for loss of earning capacity cannot choose Basic. Retired insured persons and members who were employed in a subsidised flexi-job on enrolment in PensionDanmark cannot choose Extended.

Members without cover for loss of earning capacity are not entitled to healthcare services under the cover for loss of earning capacity, see section G.

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- (3) Insured persons who are awarded anticipatory disability or senior pension or retire, or for whom contributions are discontinued pursuant to clause 9, will remain covered by the healthcare programme unless they opt out of the programme.
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#### **59. When are insured persons entitled to treatment under the healthcare programme**

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- (1) The healthcare programme covers treatments provided after the date on which the insured person obtains a health package and until the date on which the cover under the healthcare programme ends.
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- (2) There is generally no waiting period in connection with the granting of health packages or switching between health packages, but a six-month waiting period applies when switching to Extended. This means that the insured person must have been covered by Extended for six months before obtaining cover for expenses for examination and treatment of conditions that occurred and/or were diagnosed before Extended came into effect. During this period, the insured person remains covered under the health package the insured had prior to switching to Extended.
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#### **60. General conditions for coverage**

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- (1) For each individual treatment, coverage is conditional upon the insured person having contacted PensionDanmark and having been granted coverage in writing before treatment commences. The same applies to changes to the treatment plan. Accordingly, treatment may not be commenced or changed without prior written approval from PensionDanmark.
- 
- (2) The services under the healthcare programme are a supplement to the services offered under the public healthcare system and are conditional upon PensionDanmark, based on a professional assessment, determining that commencement of the treatment is reasonable and necessary due to a health condition and is expected to remedy or significantly and permanently improve the insured person's condition, and that the insured person's need for treatment will not be adequately covered through the public system.
- 
- (3) Based on a professional assessment, PensionDanmark may discontinue coverage of an ongoing course of treatment if the treatment is deemed unlikely to remedy the insured person's condition.
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- (4) Coverage extends to injuries and conditions caused by work-related strain as well as strain incurred during the insured person's leisure time, except for professional sports.
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- (5) Coverage extends to injury and illness occurring during the policy period as well as injury and illness caused by a pre-existing condition, provided that the treatment eligible for cover was provided during the policy period. However, a waiting period applies, see clause 59.
- 
- (6) PensionDanmark collaborates with a network of hospitals and healthcare providers, and coverage will usually be granted for treatment by specific healthcare providers etc. at PensionDanmark or specific third parties with whom PensionDanmark collaborates.
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- (7) Coverage is limited to expenses that are not covered by the public healthcare system or by other sources.
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- (8) Private expenses during hospitalisation and the like are not covered.
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#### **61. Advice on and treatment of musculoskeletal disorders by a physiotherapist or a chiropractor**

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- (1) The healthcare programme entitles insured persons to advice and treatment by a physiotherapist or chiropractor for injuries or disorders in the musculoskeletal system, including arm and leg pain, sciatica and headache. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
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(2) The right to treatment is conditional upon the insured person making an appointment with PensionDanmark beforehand. The first treatment must always be booked by calling or writing to PensionDanmark, while subsequent treatments may be booked by phone, on the Company's website or via the Company's app. Any treatments provided without making an appointment with PensionDanmark in advance are not covered under the healthcare programme.

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(3) Coverage extends to up to 15 treatments by a physiotherapist or a chiropractor within a period of 12 months from the first treatment. This limitation applies to physical consultations with a physiotherapist or chiropractor and online physiotherapy consultations combined.

Where 15 treatments have been granted, see above, PensionDanmark will notify the insured person when he or she can apply for treatment again.

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#### **62. Online consultations with a physiotherapist for musculoskeletal disorders**

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(1) The cover for online consultations with a physiotherapist includes online advice and guidance by a physiotherapist for injuries and disorders in the musculoskeletal system, including sciatica and headaches. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.

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(2) The treatment programme includes video consultations with a physiotherapist, independent training, guidance and ongoing follow-up with the physiotherapist via video and chat and subsequent access to a digital training platform.

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(3) The right to advice and treatment is conditional upon the insured person making an appointment with PensionDanmark beforehand. The first treatment must always be booked by calling or writing to PensionDanmark, while subsequent treatments may be booked by phone, on the Company's website or via the Company's app.

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(4) Coverage extends to up to 15 consultations within a period of 12 months from the first treatment. This limitation applies to physical consultations with a physiotherapist or chiropractor and online physiotherapy consultations combined.

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#### **63. Consultations with a nurse**

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(1) The insured person is entitled to telephone counselling and guidance by nurses about health, illness and related treatment at PensionDanmark, and the insured person has the opportunity to be assessed by a nurse at PensionDanmark about the insured person's possible right to diagnosis and treatment. The nurses will also provide advice and guidance in relation to the public healthcare system in Denmark and the insured person's rights in that respect.

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#### **64. Consultations with a social worker**

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(1) The cover for consultations with a social worker includes telephone advice and guidance by a social worker at PensionDanmark about the insured person's options and rights under social legislation, including conditions for anticipatory disability pension, senior pension, subsidised flexi-jobs and similar.

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#### **65. Online consultations with a psychologist**

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(1) Insured persons have access to online consultations with a psychologist. The cover for online consultations with a psychologist includes psychological counselling and treatment provided by a certified psychologist for psychological issues that, in the psychologist's professional opinion, are suitable for online treatment.

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(2) The course of treatment is provided as online consultations via video and may include counselling, guidance and professional follow-up.

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(3) The right to online consultations with a psychologist is conditional upon the insured person having booked an appointment with PensionDanmark in advance. The first appointment must be booked by contacting PensionDanmark by telephone or in writing. Subsequent appointments may be booked by phone, on the Company's website or via the Company's app.

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(4) Coverage extends to up to six online psychological consultations within a period of 12 months from the first consultation.

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(5) Where PensionDanmark has granted the maximum number of consultations, see subclause 4, PensionDanmark will inform the insured person of the date when he or she can apply for online psychological consultations again.

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#### **66. Prompt Diagnosis**

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(1) If PensionDanmark assesses that the insured person needs an assessment that cannot be provided within the public healthcare system, the insured person may qualify for Prompt Diagnosis under the healthcare programme. However, a maximum of two examinations will be granted within a period of 12 months.

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(2) If the insured person submits a referral from his or her own doctor, PensionDanmark will assess whether the insured person qualifies for Prompt Diagnosis under the healthcare programme. PensionDanmark will also assess whether the insured person qualifies for rehabilitation therapy if the insured person has submitted a referral from a treating doctor or a medical specialist.

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- (3) Subject to prior approval by PensionDanmark, Prompt Diagnosis covers:
- the insured person's expenses for examinations by private healthcare providers, including private hospitals, private practice medical specialists and laboratories
  - patient-paid expenses for physiotherapeutic rehabilitation for up to two months where this has been prescribed by a medical specialist at the end of the examination process or after surgery in the public healthcare system.

The insurance does not cover second opinions.

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- (4) If, based on the assessment, a diagnosis of the insured person's symptoms cannot be arrived at, the assessment process will be terminated when it is medically determined that all relevant examinations have been performed. The assessment process may also be terminated if the insured person disenrols from the pension scheme, for example by transferring the pension scheme to another provider.
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- (5) While Prompt Diagnosis does not cover assessment and rehabilitation for an insured person's chronic disease, any associated complications are covered. If the assessment or subsequent treatment or surgery for a non-chronic disease results in a medically justified need for rehabilitation, PensionDanmark may, subject to prior approval, coordinate relevant rehabilitation as part of the programme.

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#### **67. Online health test**

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

The health test provides an overview of the insured person's state of health and offers general health advice or a telephone consultation with a nurse.

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#### **68. Online consultations with a doctor**

- (1) The insured person has access to online consultations with a doctor, including medical advice, referral for treatment within the public healthcare system and prescriptions for certain kinds of medicine.

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#### **69. Surgery – musculoskeletal disorders**

- (1) The cover includes surgery for disorders in the musculoskeletal system. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
- (2) A doctor's referral or authorisation is required.
- (3) Coverage is conditional upon the public healthcare system being unable to fulfil the treatment guarantee.
- (4) Surgical procedures of greater complexity which according to the Danish Health Authority's recommendations should only be performed at public hospitals are not covered.
- (5) Emergency surgical procedures, including examination and treatment, which require quick assistance and cannot await scheduled treatment are not covered.
- (6) Treatment is provided by a private third party and also includes necessary rehabilitation and follow-up care for a covered surgical procedure.

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#### **70. Addiction and weight loss counselling**

- (1) For problems with addiction (drugs and alcohol) or obesity, the cover includes online counselling and guidance on public addiction and weight loss programmes.

The insured person will be offered assistance in enrolling in a public programme as well as ongoing and close follow-up.

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#### **71. Psychiatrist for start-up/adjustment of medical treatment for ADHD/ADD**

- (1) The cover includes medical start-up treatment for ADHD/ADD diagnosed under the Prompt Diagnosis programme.
- (2) Subsequent medication is not covered.
- (3) The cover also includes subsequent adjustment as deemed necessary by PensionDanmark.
- (4) A maximum of one programme with a private third party is covered during the policy period.

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#### **72. Filing and deadline for filing claims**

- (1) Claims for cover must be filed as soon as possible in accordance with PensionDanmark's instructions.
- (2) Claims filed later than six months after the cover under the healthcare programme ends are not covered by the healthcare programme.
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### 73. Obtaining information etc.

- (1) When assessing whether a need for treatment is coverable, PensionDanmark may take into account all information, including medical records and statements from doctors, medical specialists, public authorities and similar as well as its own medical consultants.
- (2) PensionDanmark may at any time request such health information etc. as PensionDanmark deems necessary for the assessment of the treatment, including requesting the insured person's consent to the collection of information.
- PensionDanmark may at any time require the insured person to undergo examination by one or more doctors or similar appointed by PensionDanmark. Expenses for such examinations are paid by PensionDanmark, unless they are covered by other insurance etc. However, expenses for any translation of documents into Danish are payable by the insured person.
- (3) If the insured person does not submit the necessary documentation or refuses to authorise PensionDanmark to obtain information or to undergo examinations etc., PensionDanmark may refuse or discontinue coverage.

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### 74. Overlapping insurance

- (1) If the insured person's expenses have been fully covered under the healthcare programme and the insured person is a member of Sygeforsikringen "danmark", PensionDanmark will receive any subsidies the insured person is entitled to from Sygeforsikringen "danmark".
- (2) If the insured person's expenses have been partially covered under the healthcare programme and the insured person is a member of Sygeforsikringen "danmark", the coverage provided by PensionDanmark will be included in the calculation of any subsidies the insured person is entitled to from Sygeforsikringen "danmark".
- (3) If the insured person has other insurance that covers the treatment in question, the claim must be filed with that insurance provider. If the other insurance provides cover, the cover under the healthcare programme will be secondary, and the other insurance must be applied first. PensionDanmark does not cover expenses that are covered by another provider.

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### 75. Missed appointments

- (1) In case of repeated failure to show up for appointments and other healthcare services under the healthcare programme, PensionDanmark may block an insured person's access to healthcare services for a period of up to six months.

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### 76. Termination of cover under the healthcare programme

- (1) Cover under the healthcare programme will terminate at the date on which the insured person's pension scheme terminates, unless the insured person has validly disenrolled from the healthcare programme at an earlier date.
- (2) Any treatments provided after expiry of the insurance are not covered.

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## Section G. Terms and conditions for healthcare services under the cover for loss of earning capacity

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### 77. Common rules

- (1) This section sets out the special rules applying, together with the general terms and conditions, to healthcare services under the cover for loss of earning capacity (in the following referred to as the 'healthcare programme'). If there is any inconsistency between these terms and conditions and the general terms and conditions, these terms and conditions will prevail over the general terms and conditions.
- (2) The healthcare programme is a supplement to the insurance cover for loss of earning capacity, and the purpose of the healthcare programme is to help insured persons who are absent due to a condition that is covered under the insurance cover for loss of earning capacity return to work.
- (3) The healthcare programme may include the following forms of treatment:
- Surgery – musculoskeletal disorders
  - Surgery – back disorders
  - Addiction and weight loss counselling
  - Addiction and obesity treatment
  - Psychiatrist for start-up/adjustment of medical treatment for ADHD/ADD
  - Treatment of certain functional and diffuse disorders
- (4) Payment for the healthcare programme is made by deduction from pension savings or – if so agreed – by direct payment.
- (5) For enquiries regarding the healthcare programme, insured persons should either contact PensionDanmark's healthcare team by phone or in writing or use the self-service solution on the Company's website or via the Company's app.

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**78. Persons covered by the healthcare programme**

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- (1) Insured persons with cover for loss of earning capacity are covered by the healthcare programme.
- (2) Other insured persons cannot enrol in the healthcare programme, and insured persons comprised by the insurance cover for loss of earning capacity cannot disenrol from the healthcare programme.
- (3) Insured persons who are awarded anticipatory disability or senior pension or retire can no longer be covered by the healthcare programme, but may choose to be covered by the Basic or Standard health package under PensionDanmark's general healthcare programme.

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**79. When are insured persons entitled to treatment under the healthcare programme**

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- (1) The healthcare programme covers treatments provided during the policy period.

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**80. General conditions for coverage**

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- (1) Cover under the healthcare programme is a supplement to the insurance cover for loss of earning capacity and is conditional upon the insured person having been granted cover under this insurance.
- (2) If the insured person's loss of earning capacity is no longer covered under the cover for loss of earning capacity, the healthcare programme does not provide cover either.
- (3) For each individual treatment, coverage is conditional upon the insured person having contacted PensionDanmark and having been granted coverage in writing before treatment commences. The same applies to changes to the treatment plan. Accordingly, treatment may not be commenced or changed without prior written approval from PensionDanmark.
- (4) The services under the healthcare programme are a supplement to the services offered under the public healthcare system and are conditional upon PensionDanmark, based on a professional assessment from a health and labour-market perspective, determining that
  - commencement of the treatment is reasonable and necessary due to an identified health condition and is expected to significantly improve the insured person's ability to regain or reduce lost earning capacity, and
  - the insured person's needs will not be adequately covered through the public system.
- (5) PensionDanmark may, based on a professional assessment, discontinue coverage of ongoing treatment if the treatment is not deemed to improve the insured person's ability to regain or reduce lost earning capacity.
- (6) Coverage extends to injuries and conditions caused by work-related strain as well as strain incurred during the insured person's leisure time.
- (7) Coverage extends to injury and illness occurring during the policy period as well as injury and illness caused by a pre-existing condition, provided that the treatment eligible for cover was provided during the policy period.
- (8) PensionDanmark collaborates with a network of hospitals and healthcare providers, and coverage will generally be granted for treatment by specific healthcare providers etc. at PensionDanmark or specific third parties with whom PensionDanmark collaborates.
- (9) Coverage is limited to expenses that are not covered by the public healthcare system or by other sources.
- (10) Private expenses during hospitalisation and the like are not covered.

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**81. Surgery – musculoskeletal disorders**

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- (1) Coverage extends to surgery for disorders in the musculoskeletal system. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
- (2) A doctor's referral or authorisation is required.
- (3) Coverage is conditional upon the public healthcare system being unable to fulfil the treatment guarantee.
- (4) Surgical procedures of greater complexity which according to the Danish Health Authority's recommendations should only be performed at public hospitals are not covered.
- (5) Emergency surgical procedures, including examination and treatment, which require quick assistance and cannot await scheduled treatment are not covered.
- (6) Treatment is provided by a private third party and also includes necessary rehabilitation and follow-up care for a covered surgical procedure.

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**82. Surgery – back disorders**

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- (1) Coverage extends to back surgery.  
The back includes the spine, spinal cord and nerves, muscles and soft tissue.
  - (2) A doctor's referral or authorisation is required.
  - (3) Coverage is conditional upon the public healthcare system being unable to fulfil the treatment guarantee.
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- (4) Surgical procedures of greater complexity which according to the Danish Health Authority's recommendations should only be performed at public hospitals are not covered.
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- (5) Emergency surgical procedures, including examination and treatment, which require quick assistance and cannot await scheduled treatment are not covered.
- 
- (6) Treatment is provided by a private third party and also includes necessary rehabilitation and follow-up care for a covered surgical procedure.
- 

### **83. Addiction and weight loss counselling**

- 
- (1) For problems with addiction (drugs and alcohol) or obesity, the cover includes online counselling and guidance on public addiction and weight loss programmes.
- 
- (2) The insured person will be offered assistance in enrolling in a public programme as well as ongoing and close follow-up.
- 

### **84. Addiction and obesity treatment**

- 
- (1) For more severe cases of addiction (drugs or alcohol), treatment – either outpatient or inpatient – is covered.
- 
- (2) Obesity treatment covers the cost of a professional dietician, but not medical treatment.
- 
- (3) Coverage is limited to DKK 100,000 and a maximum of one course of treatment for addiction and obesity treatment, respectively, during the policy period.
- 

### **85. Psychiatrist for start-up/adjustment of medical treatment for ADHD/ADD**

- 
- (1) The cover includes medical start-up treatment for ADHD/ADD diagnosed under the Prompt Diagnosis programme.
- 
- (2) Subsequent medication is not covered.
- 
- (3) The cover also includes subsequent adjustment as needed.
- 
- (4) A maximum of one programme with a private third party is covered during the policy period.
- 

### **86. Treatment of certain functional and diffuse disorders**

- 
- (1) The cover is designed to help insured persons suffering from musculoskeletal pain as a result of injury.
- 
- (2) The following diagnoses are covered: whiplash, fibromyalgia, bodily distress disorder and chronic pain syndrome.
- 
- (3) PensionDanmark will offer to cover specific alternative therapies chosen by PensionDanmark, for example acupuncture, reflexology, osteopathy or similar.
- 
- (4) A maximum of one course of treatment at a pain centre specialising in one of the four diagnoses is covered during the policy period.
- 

### **87. Filing and deadline for filing claims**

- 
- (1) In connection with the processing of an insured person's claim for cover under the insurance cover for loss of earning capacity, PensionDanmark assesses whether the insured person has a treatment need covered under the healthcare programme and, if so, determines what treatment the insured person needs and initiates the treatment.
- 
- (2) Insured persons who have been granted coverage under the insurance cover for loss of earning capacity can request coverage of treatments under the healthcare programme.
- 
- (3) Claims for cover must be filed as soon as possible in accordance with PensionDanmark's instructions.
- 
- (4) Claims filed later than six months after the cover under the healthcare programme ends are not covered by the healthcare programme.
- 

### **88. Obtaining information etc.**

- 
- (1) When assessing whether a need for treatment is coverable, PensionDanmark may take into account all information, including medical records and statements from doctors, medical specialists, public authorities and similar as well as its own medical consultants.
- 
- (2) PensionDanmark may at any time request such health and income information etc. as PensionDanmark deems necessary for the assessment of the treatment, including requesting the insured person's consent to the collection of information.
- 

PensionDanmark may at any time require the insured person to undergo examination by one or more doctors or similar appointed by PensionDanmark. Expenses for such examinations are paid by PensionDanmark, unless they are covered by other insurance etc. However, expenses for any translation of documents into Danish are payable by the insured person.

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- 
- (3) If the insured person does not submit the necessary documentation or refuses to authorise PensionDanmark to obtain information or to undergo examinations etc., PensionDanmark may refuse or discontinue coverage.
- 

#### **89. Overlapping insurance**

- 
- (1) If the insured person's expenses have been fully covered under the healthcare programme and the insured person is a member of Sygeforsikringen "danmark", PensionDanmark will receive any subsidies the insured person is entitled to from Sygeforsikringen "danmark".
- 
- (2) If the insured person's expenses have been partially covered under the healthcare programme and the insured person is a member of Sygeforsikringen "danmark", the coverage provided by PensionDanmark will be included in the calculation of any subsidies the insured person is entitled to from Sygeforsikringen "danmark".
- 
- (3) If the insured person has other insurance that covers the treatment in question, the claim must be filed with that insurance provider. If the other insurance provides cover, the cover under the health programme will be secondary, and the other insurance must be applied first. PensionDanmark does not cover expenses that are covered by another provider.
- 

#### **90. Missed appointments**

- 
- (1) In case of repeated failure to show up for appointments and other healthcare services under the healthcare programme, PensionDanmark may block an insured person's access to healthcare services for a period of up to six months.
- 

#### **91. Discontinuance of healthcare services under cover for loss of earning capacity**

- 
- (1) The cover under the healthcare programme will end at the latest at the same time as the insurance cover for loss of earning capacity ends.
- 
- (2) Any treatments provided after expiry of the insurance are not covered.
- 

### **Section H. Terms and conditions for the children's healthcare programme**

#### **92. Common rules**

- 
- (1) This section sets out the special rules applying, together with the general terms and conditions, to the children's healthcare programme (in the following referred to as the 'healthcare programme'). If there is any inconsistency between these terms and conditions and the general terms and conditions, these terms and conditions will prevail over the general terms and conditions.
- 
- (2) The insured person is the policyholder and can enrol or disenrol one or more of his or her children, file claims and make arrangements with PensionDanmark on all matters relating to the healthcare programme. The insured person's children are covered under the healthcare programme to the extent that a healthcare scheme has been set up for them.
- 
- (3) The healthcare programme includes the following forms of treatment:
1. Advice on and treatment of musculoskeletal disorders by a physiotherapist or a chiropractor
  2. Online consultations with a physiotherapist for musculoskeletal disorders
  3. Consultations with a nurse
  4. Online consultations with a psychologist
  5. Prompt Diagnosis
  6. Online consultations with a doctor
  7. Surgery – musculoskeletal disorders
  8. Addiction and weight loss counselling
  9. Psychiatrist, start-up/adjustment of medical treatment for ADHD/ADD
- 
- (4) Children under the age of 6 do not have cover for 3, 4 and 9.
- 
- (5) One premium is payable per child covered by the healthcare programme, and payment is made by deduction from the pension savings or – if so agreed – by direct payment.
- 
- (6) For enquiries regarding the healthcare programme, insured persons should either contact PensionDanmark's healthcare team by phone or in writing or use the self-service solution on the Company's website or via the Company's app.
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#### **93. Persons covered by the healthcare programme**

- 
- (1) Insured persons who have a pension scheme with PensionDanmark from which the payment for the healthcare programme is made may enrol in the healthcare programme.
- 
- (2) The policyholder's children under the age of 18 may be enrolled in the healthcare programme.
-

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- (3) Children are defined as the insured person's biological children, adopted children and stepchildren as well as the biological children, adopted children and stepchildren of the insured person's cohabitant. The definition also includes any foster children who are permanently residing with the insured person or the insured person's cohabitant.
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#### **94. When are insured persons entitled to treatment under the healthcare programme**

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- (1) The healthcare programme covers treatments provided during the policy period.
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#### **95. General conditions for coverage**

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- (1) For each individual treatment, coverage is conditional upon the insured person having contacted PensionDanmark and having been granted coverage in writing before treatment commences. The same applies to changes to the treatment plan. Accordingly, treatment may not be commenced or changed without prior written approval from PensionDanmark.
- (2) The services under the healthcare programme are a supplement to the services offered under the public healthcare system and are conditional upon PensionDanmark, based on a professional assessment, determining that
- commencement of the treatment is reasonable and necessary due to a health condition and is expected to remedy or significantly and permanently improve the insured child's condition, and
  - the treatment need of the insured child will not be adequately covered through the public system.
- (3) Based on a professional assessment, PensionDanmark may discontinue coverage of an ongoing course of treatment if the treatment is deemed unlikely to remedy the insured child's condition.
- (4) Coverage extends to injury and illness occurring during the policy period as well as injury and illness caused by a pre-existing condition, provided that the treatment eligible for cover was provided during the policy period. However, see the provision on waiting periods in clause 59.
- (5) PensionDanmark collaborates with a network of hospitals and healthcare providers, and coverage will generally be granted for treatment by specific healthcare providers or employees at PensionDanmark or by specific third parties with whom PensionDanmark collaborates.
- (6) Coverage is limited to expenses that are not covered by the public healthcare system or by other sources.
- (7) Private expenses during hospitalisation and the like are not covered.
- 

#### **96. Advice on and treatment of musculoskeletal disorders by a physiotherapist or a chiropractor**

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- (1) The healthcare programme entitles insured persons to treatment by a physiotherapist or chiropractor for injuries or disorders in the musculoskeletal system, including sciatica and headache. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
- (2) The right to treatment is conditional upon the insured person making an appointment with PensionDanmark beforehand. The first treatment must always be booked by calling or writing to PensionDanmark, while subsequent treatments may be booked by phone, on the Company's website or via the Company's app. Any treatments provided without making an appointment with PensionDanmark in advance are not covered under the healthcare programme.
- (3) Coverage extends to up to 15 treatments by a physiotherapist or a chiropractor within a period of 12 months from the first treatment. This limitation applies to physical consultations with a physiotherapist or chiropractor and online physiotherapy consultations combined.
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Where 15 treatments have been granted, see above, PensionDanmark will notify the insured person when he or she can apply for treatment again.

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#### **97. Online consultations with a physiotherapist for musculoskeletal disorders**

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- (1) The cover for online consultations with a physiotherapist includes online advice and guidance by a physiotherapist for injuries and disorders in the musculoskeletal system, including arm and leg pain, sciatica and headaches. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
- (2) The treatment programme includes video consultations with a physiotherapist, independent training, guidance and ongoing follow-up with the physiotherapist via video and chat and subsequent access to a digital training platform.
- (3) The right to advice and treatment is conditional upon the insured person making an appointment with PensionDanmark beforehand. The first treatment must always be booked by calling or writing to PensionDanmark, while subsequent treatments may be booked by phone, on the Company's website or via the Company's app.
- (4) Coverage extends to up to 15 consultations within a period of 12 months from the first treatment. This limitation applies to physical consultations with a physiotherapist or chiropractor and online physiotherapy consultations combined.
- (5) Where 15 consultations have been granted, see above, PensionDanmark will notify the insured person when he or she can apply for treatment again.
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**98. Consultations with a nurse**

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- (1) The insured person and the insured child are entitled to telephone counselling and guidance by nurses about health, illness and related treatment at PensionDanmark, and the insured person has the opportunity to be assessed by a nurse at PensionDanmark about the insured person's possible right to diagnosis and treatment. The nurses will also provide advice and guidance in relation to the public healthcare system in Denmark and the insured person's rights in that respect.

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**99. Online consultations with a psychologist**

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- (1) The insured child has access to online consultations with a psychologist. The cover for online consultations with a psychologist includes psychological counselling and treatment provided by a certified psychologist for psychological issues that, in the psychologist's professional opinion, are suitable for online treatment.
- (2) The course of treatment is provided as online consultations via video and may include counselling, guidance and professional follow-up.
- (3) The right to online consultations with a psychologist is conditional upon the insured person having booked an appointment with PensionDanmark in advance. The first appointment must be booked by contacting PensionDanmark by telephone or in writing. Subsequent appointments may be booked by phone, on the Company's website or via the Company's app.
- (4) Coverage extends to up to six online psychological consultations within a period of 12 months from the first consultation.
- (5) Where PensionDanmark has granted the maximum number of consultations, see subclause 4, PensionDanmark will inform the insured of the date when he or she can apply for online consultations with a psychologist again.

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**100. Prompt Diagnosis**

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- (1) If PensionDanmark assesses that the insured child needs an assessment that cannot be provided within the public healthcare system, the insured child may qualify for Prompt Diagnosis under the healthcare programme. However, a maximum of two examinations will be granted within a period of 12 months.
- (2) If the insured child has a referral from his or her own doctor, PensionDanmark will assess whether the insured child qualifies for Prompt Diagnosis under the healthcare programme. PensionDanmark will also assess whether the insured child qualifies for rehabilitation therapy if the insured person has submitted a referral from a treating doctor or a medical specialist.
- (3) Subject to prior approval by PensionDanmark, Prompt Diagnosis covers:
- the insured child's expenses for examinations by private healthcare providers, including private hospitals, private practice medical specialists and laboratories
  - patient-paid expenses for physiotherapeutic rehabilitation for up to two months where this has been prescribed by a medical specialist at the end of the examination process or after surgery in the public healthcare system.
- The insurance does not cover second opinions.
- (4) If, based on the assessment, a diagnosis of the insured child's symptoms cannot be arrived at, the assessment process will be terminated when it is medically determined that all relevant examinations have been performed.
- The assessment process may also be terminated if the insured person disenrols from the pension scheme, for example by transferring the pension scheme to another provider.
- (5) While Prompt Diagnosis does not cover assessment and rehabilitation for an insured child's chronic disease, any associated complications are covered. If the assessment or subsequent treatment or surgery for a non-chronic disease results in a medically justified need for rehabilitation, PensionDanmark may, subject to prior approval, coordinate relevant rehabilitation as part of the programme.

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**101. Online consultations with a doctor**

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- (1) The insured person and the insured child have access to online consultations with a doctor, including medical advice, referral for treatment within the public healthcare system and prescriptions for certain kinds of medicine.

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**102. Surgery – musculoskeletal disorders**

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- (1) Coverage extends to surgery for disorders in the musculoskeletal system. The musculoskeletal system refers to the muscles and tendons of the back, neck, arms, legs, hands and feet.
- (2) A doctor's referral or authorisation is required.
- (3) Coverage is conditional upon the public healthcare system being unable to fulfil the treatment guarantee.
- (4) Surgical procedures of greater complexity which according to the Danish Health Authority's recommendations should only be performed at public hospitals are not covered.
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- 
- (5) Emergency surgical procedures, including examination and treatment, which require quick assistance and cannot await scheduled treatment are not covered.
- 
- (6) Treatment is provided by a private third party and also includes necessary rehabilitation and follow-up care for a covered surgical procedure.
- 

### **103. Addiction and weight loss counselling**

- (1) For problems with addiction (drugs and alcohol) or obesity, the cover includes online counselling and guidance on public addiction and weight loss programmes.

The insured child will be offered assistance in enrolling in a public programme as well as ongoing and close follow-up.

### **104. Psychiatrist for start-up/adjustment of medical treatment for ADHD/ADD**

- (1) The cover includes medical start-up treatment for ADHD/ADD diagnosed under the Prompt Diagnosis programme.
- (2) Subsequent medication is not covered.
- (3) The cover also includes subsequent adjustment as needed.
- (4) A maximum of one programme with a private third party is covered during the policy period.

### **105. Filing and deadline for filing claims**

- (1) Claims for cover must be filed as soon as possible in accordance with PensionDanmark's instructions.
- (2) Claims filed later than six months after the cover under the healthcare programme ends are not covered by the healthcare programme.

### **106. Obtaining information etc.**

- (1) When assessing whether a need for treatment is coverable, PensionDanmark may take into account all information, including medical records and statements from doctors, specialists, public authorities and similar as well as its own medical consultants.
- (2) PensionDanmark may at any time request such health information etc. as PensionDanmark deems necessary for the assessment of the treatment, including requesting the insured person's and/or the insured child's consent to the collection of information.
- PensionDanmark may at any time require the insured child to undergo examination by one or more doctors or similar appointed by PensionDanmark. Expenses for such examinations are paid by PensionDanmark, unless they are covered by other insurance etc. However, expenses for any translation of documents into Danish are payable by the insured person.
- (3) If the insured person/child does not submit the necessary documentation or refuses to authorise PensionDanmark to obtain information or to undergo examinations etc., PensionDanmark may refuse or discontinue coverage.

### **107. Overlapping insurance**

- (1) If the insured child's expenses have been fully covered under the healthcare programme and the insured child is a member of Sygeforsikringen "danmark", PensionDanmark will receive any subsidies the insured child is entitled to from Sygeforsikringen "danmark".
- (2) If the insured child's expenses have been partially covered under the healthcare programme and the insured child is a member of Sygeforsikringen "danmark", the coverage provided by PensionDanmark will be included in the calculation of any subsidies the insured child is entitled to from Sygeforsikringen "danmark".
- (3) If the insured child has other insurance that covers the treatment in question, the claim must be filed with that insurance provider. If the other insurance provides cover, the cover under the health programme will be secondary, and the other insurance must be applied first. PensionDanmark does not cover expenses that are covered by another provider.

### **108. Missed appointments**

- (1) In case of repeated failure to show up for appointments and other healthcare services under the healthcare programme, PensionDanmark may block an insured person's access to healthcare services for a period of up to six months.

### **109. Termination of cover under the healthcare programme**

- (1) Cover under the healthcare programme will terminate for the individual child when the child's healthcare scheme is terminated by the insured person, but no later than the date on which the covered child reaches the age of 18.
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(2) The cover under the healthcare programme ends when the insured person is no longer covered by a pension scheme with PensionDanmark.

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(3) Any treatments provided after expiry of the insurance are not covered.

## Section I. Special schemes

### 110. Insurance cover for loss of earning capacity for employees of Falck Danmark A/S

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

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

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

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(3) If an insured person is employed in a subsidised flexi-job at the time of enrolment, or if the insured person takes up a subsidised flexi-job after the insurance coverage has ended, the insured person is covered by insurance on loss of earning capacity, a subsidised flexi-job arrangement, a resource programme and anticipatory disability and senior pension.

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

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

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(4) If after enrolling in PensionDanmark the insured person is employed in a subsidised flexi-job and the insurance coverage has not ended at this point, and if, under the collective agreement, pension contributions are payable to PensionDanmark, the membership will continue, including insurance cover on loss of earning capacity, a subsidised flexi-job arrangement, a resource programme and anticipatory disability and senior pension corresponding to the collective agreement for the subsidised flexi-job.

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

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(5) Disability pension benefits and savings balance protection are not guaranteed.

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

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

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

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(6) If the disbursement of disability pension benefits and savings balance protection commenced before 1st January 2009, a bonus may be added to the benefits. The rules on bonuses are set out in PensionDanmark's bonus regulation.

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

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

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

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#### 111. Disability pension and savings balance protection on permanent loss of earning capacity before 1st April 2014

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

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

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

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

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

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

In the event of changes to the insured person's state of health on or after 1st April 2014 leading to the insured person being awarded, for example, public anticipatory disability or senior pension, the rules set out in clause 24 apply.

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- (5) PensionDanmark may request the insured person to provide a medical certificate in order to assess whether the insured person has permanently lost his or her earning capacity and the extent of the loss. PensionDanmark may obtain and process information from any doctor who treats or has treated the insured person, and PensionDanmark may arrange for the insured person to be examined by a doctor selected by PensionDanmark.
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- (6) Loss of earning capacity means that the insured person exclusively for health reasons – as a consequence of illness or an accident – is no longer considered able to earn by personal work what is usual for people with full capacity for work and comparable education, age and employment history.
- 

- (7) The insured person's capacity to work both in his or her current position or profession and in other positions or professions (general capacity for work) is the decisive factor in determining whether the insured person qualifies for disability pension benefits and savings balance protection.
- 

- (8) Cover is conditional on medical examinations demonstrating objective signs of injury or illness. The insurance does not provide cover if objective signs of injury or illness cannot be demonstrated, for example if it is merely a case of subjective complaints about pain, discomfort or similar.
- 

- (9) Cover is conditional on the insured person suffering a permanent a loss of earnings corresponding to at least two-thirds or 50%, respectively, of his or her income from personal work before the insured person's capacity for work was reduced.
- 

- (10) The insured person's taking up a subsidised flexi-job, a wage subsidy job, etc. will have no bearing on his or her right to receive disability pension benefits.
- 

- (11) Disability pension and savings balance protection benefits are calculated on the basis of the average of the documented compulsory pension contributions received during the 12 months preceding the date of the loss of earning capacity/anticipatory disability or senior pension.
- 

- (12) Disability pension and savings balance protection benefits are not disbursed if the insurance coverage has ended at the time when the loss of earning capacity occurred, or if the insured person has been awarded public anticipatory disability or senior pension.
- 

- (13) If the conditions for the disbursement of disability pension and savings balance protection benefits are no longer met, the benefits will be discontinued and the insured person will transition to dormant membership. Disability pension benefits and savings balance protection will cease at the earlier of the date of cessation applying at the effective date of the award and the date of the insured person's death.
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- (14) As long as the insured person receives a salary from Falck Danmark A/S, the disability pension benefits will be paid out to Falck Danmark A/S via PensionDanmark's cooperative partner.
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**111a. Disability pension and savings balance protection on permanent loss of earning capacity on or after 1st April 2014**

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- (1) Disability pension and savings balance protection benefits will not be disbursed if the insured person suffers a permanent loss of earning capacity on or after 1st April 2014. The same applies in connection with changes in the insured person's state of health.
- (2) However, supplementary anticipatory disability or senior pension and savings balance protection benefits may be disbursed if the insured person is awarded public anticipatory disability or senior pension and meets the relevant conditions, in which case the provisions regarding the payment of contributions to the Supplementary Labour Market Pension Scheme apply.

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**112. Disability pension on temporary incapacity for work before 1st April 2014**

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

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

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

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

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

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

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

In the event of changes in the insured person's state of health on or after 1 April 2014 leading, for example, to the insured person partially regaining his or her capacity for work or to the insured person's loss of earning capacity becoming permanent, the rules set out in clauses 111a and 112a apply.

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

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**112a. Disability pension on temporary incapacity for work on or after 1st April 2014**

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

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**113. Cover for loss of licence**

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- (1) This section sets out the special rules applying, together with the general insurance terms and conditions, to cover for loss of licence.
- (2) The insurance cover is based on the legislation in force from time to time, including the executive order on medical certificates issued by the Danish Transport Authority.
- (3) The insurance cover consists of a lump sum.
- (4) The lump sum may be disbursed to insured persons who are covered by the insurance if the insured person, after the insurance policy has entered into force but before the insured person reaches the age of 62, is not issued with a certificate of health by the Danish Transport Authority for his or her job function and is therefore dismissed, provided the employer's notice of termination to the insured person does not exceed the grounding period. Temporary suspension of the certificate of health does not entitle the insured person to disbursement of the lump sum.
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- (5) The lump sum is disbursed at the amount to which the insured person is entitled at the time when the insured person meets all the conditions for disbursement of the lump sum.
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- (6) The insurance cover expires when the insured person reaches the age of 62, if the insured person resigns before that date, or when the insured person has received the lump sum.
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- (7) An insured person may only receive one lump sum. When the lump sum has been disbursed, the insured person will not be covered by the insurance again at a later point in time.
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- (8) The lump sum is not guaranteed. This means that the price and the size of the lump sum may be adjusted.

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

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#### **114. Contributions for own account**

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- (1) For agreements on the payment of contributions for own account established before 1st June 2010, the provisions of subsections 2-6 apply together with the other insurance terms and conditions for pension schemes with PensionDanmark.
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- (2) The monthly contribution must be at least DKK 500. The final date for payment is the tenth day of the month after the due month. The contribution must be paid via Betalingsservice.
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- (3) If the agreed contribution is paid by the 24th of the month after the due month, the agreement on the payment of contributions for own account may continue.
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- (4) If the agreed contribution is paid after the 24th of the month after the due month, the provisions of clause 9 regarding discontinuance of contributions apply, and the agreement on the payment of contributions for own account ends.
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- (5) The agreement on the payment of contributions for the insured person's own account also ends if employer-paid pension contributions are resumed, or if the insured person obtains savings balance protection.

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### **Section J. Other terms and conditions**

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#### **115. Transfer of pension savings from PensionDanmark**

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- (1) If the most recent collective agreement forming the basis of the payment of compulsory contributions to PensionDanmark on behalf of the insured person sets out terms and conditions for the transfer of pension savings, the insured person may transfer his or her pension savings to another compulsory pension scheme in accordance with these terms and conditions when the payment of compulsory contributions is discontinued upon the insured person's resignation. The transfer can only take place after the insured person has been registered as having discontinued making contributions.
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- (2) If the collective agreement does not set out terms and conditions for the transfer of pension savings, the insured person may transfer his or her pension savings to another compulsory or voluntary pension scheme when the payment of compulsory contributions to Pension Danmark is discontinued upon the insured person's resignation. A "voluntary pension scheme" means that the company has made an agreement with the pension company that its employees may enrol in a pension scheme as well as on the contents of such scheme. The transfer can only take place after the insured person has been registered as having discontinued making contributions.
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- (3) The insurance covers, the healthcare programme and the membership of PensionDanmark will terminate at the date of transfer. There is no right of cancellation after membership has terminated as the pension scheme cannot be re-established unless the conditions of clause 1 are met.
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- (4) Even if pension savings are transferred to another pension scheme, the balance accumulated while the pension scheme constituted a compulsory part of the employment relationship under a collective agreement, contract or similar cannot be disbursed before the insured person reaches his or her pension payout age.
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- (5) Pension savings may not be transferred after the insured person has opted to have his or her pension savings paid out in part or in full after reaching pension payout age.
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- (6) The balance of the pension savings is determined in accordance with the technical basis applicable from time to time.

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#### **116. Withdrawal from PensionDanmark**

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- (1) Upon resignation, an insured person can opt to have the balance of the pension savings paid out if the insured person settles permanently abroad, with the exception of the Faroe Islands and Greenland. The insured person must present such documentation of the permanent nature of the residence as PensionDanmark deems necessary. Disbursement can only take place after the insured person has been registered as having discontinued making contributions.
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- (2) Another precondition for disbursement of the balance of the pension savings is that the insured person is not employed in a position where the pension scheme, under a collective agreement, contract or similar, constitutes a compulsory part of the employment relationship, and that the insured person does not receive supplementary anticipatory disability or senior pension benefits or disability pension benefits from PensionDanmark.

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- (3) The insurance covers, the cover under PensionDanmark's healthcare programme and the membership of PensionDanmark will end upon disbursement of the balance of the pension savings.
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- (4) The balance of the pension savings is determined in accordance with the technical basis applicable from time to time.
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#### **117. Disbursement of insurance and pension benefits**

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- (1) The right to receive insurance and pension benefits is a personal right for the insured person as well as for other beneficiaries and lapses on the beneficiary's death. .
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- (2) Insurance and pension benefits are normally paid into the recipient's NemKonto account, unless the recipient has requested that the benefits be paid into a creditor protected account or another account.
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- (3) Rights pursuant to the insurance policy may be creditor protected under the legislation in force from time to time.
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- (4) Before insurance or pension benefits can be disbursed, PensionDanmark will notify the recipient of the documentation that needs to be provided in order for the benefits to be disbursed. The recipient must procure this documentation, including a translation of foreign documentation into Danish, at his or her own expense.
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- (5) If the necessary documentation cannot be obtained, PensionDanmark will determine how the benefits and the amount of the benefits should be determined.
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- (6) Taxes and duties on insurance and pension benefits payable by PensionDanmark to the authorities on behalf of the recipient will be deducted prior to disbursement to the recipient.
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#### **118. Technical basis**

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- (1) The technical basis, the bonus regulation and the relating rates have been reported to the Danish FSA together with PensionDanmark's profit policy and remain in force until new information is provided. Changes to the information provided may affect both existing and new policies.
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- (2) A bonus in the form of interest on insured persons' savings is added for one period at a time on the basis of the rates fixed by PensionDanmark in accordance with the rules in force from time to time, which are specified in PensionDanmark's bonus regulation and in PensionDanmark's profit policy.
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- (3) For members entitled to bonus, the members' share of a deficit, regardless of origin, may be covered primarily by the members' overall collective bonus potential in accordance with PensionDanmark's profit policy according to collective principles of solidarity.
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#### **119. Other rules on limitation of insurance cover**

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

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- (1) If an insured person provides PensionDanmark with incorrect information, the insurance covers may end in whole or in part under the rules of the Danish Insurance Contracts Act.
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#### **121. Options of disposal**

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- (1) Insurance policies cannot be pledged, assigned or put up as collateral.
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- (2) The pension statement is not a security and possession of the pension statement does not confer any rights on the holder against PensionDanmark. Accordingly, sections 113 and 114 of the Danish Insurance Contracts Act on the marketability of life insurance contracts do not apply to this insurance agreement.
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- (3) Insured persons with pension savings falling within the scope of section 53 A of the Danish Pension Tax Act because the insured person was exempt from paying taxes to Denmark for a period of time due to secondment abroad may upon request in the year in which full tax liability to Denmark is resumed receive an amount from the pension savings comprised by section 53 A of the Danish Pension Tax Act to cover the capital gains tax on the return on these pension savings. Amounts may only be paid out as stated in this provision. The insured person must submit such documentation as is necessary to enable PensionDanmark to determine the amount payable under the provision.
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- (4) If an insured person has pension savings accumulated through voluntary contributions and lump sum contributions, see clause 8, the insured person may at any time opt to have the balance of this part of the pension savings paid out after deduction of state tax.
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#### **122. Handling of complaints**

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- (1) An insured person may bring decisions made by PensionDanmark before the Insurance Complaints Board, an arbitration tribunal or the ordinary courts of law.
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- (2) The lodging of a complaint with the Insurance Complaints Board or an arbitration tribunal does not preclude the insured person or PensionDanmark from subsequently bringing the case before the ordinary courts of law.
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#### **123. Processing of personal data**

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- (1) PensionDanmark carries on life insurance activities and was established as a labour market-related limited pension insurance company with the objective of managing its insured persons' compulsory labour market pension schemes provided for by collective agreements. Personal data are processed in accordance with, among other regulations, the Danish Financial Business Act for purposes falling within the scope of the Company's above-mentioned activities, including meeting the obligations imposed upon it by legislation applying to its business area.

When an insured person is enrolled in the pension scheme, the insured person's employer discloses the insured person's name, civil registration (CPR) number, collective agreement code and contribution period and the amount of the pension contribution, which information is subsequently used to set up the insured person's pension scheme, calculate the benefits to which the insured person is entitled and manage the obligation to pay pension contributions.

Personal data further to the data mentioned above are processed only for the performance of a contract if the insured person exercises the options provided by the pension scheme or if the insured person becomes entitled to benefits under his or her healthcare scheme or insurance policies, in which case the Company will process the specific personal data based on the insured person's consent.

The Company's processing of personal data is set out in its privacy policy, which is available at the Company's website.

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As adopted by the Board of Directors at the meeting held on 12<sup>th</sup> March 2026.