# **CARE INSURANCE SV:1**

2024

**INSURANCE CONDITIONS** EFFECTIVE AS OF 1 JANUARY 2024



#### GENERAL INFORMATION ABOUT THE INSURANCE

Bliwa's Care Insurance comprises group personal insurance that affords access to healthcare advice and specialist care by those private care providers included in the medical network to which Bliwa has access or care providers otherwise nominated by Bliwa, in accordance with the detailed provisions below. The insurance may also compensate certain costs.

The insurance is pure risk insurance which has no value if it ceases before an insurance event has occurred. An individual person may be covered by Bliwa's group insurance if a group agreement for this has been concluded between Bliwa and a group to which the person belongs, for instance as an employee of an employer or member of an organisation.

Bliwa's Care Insurance can be selected at three different levels: Basic, Premium and Premium Extra. All levels of Bliwa's Care Insurance are described in these conditions. The level applicable for a specific group has been agreed in the group agreement and is always shown in the insurance statement and, for voluntary insurance, also in the pre-sale information and the application documents.

#### INSURER

Bliwa Livförsäkring, ömsesidigt, corporate identity number 502006-6329 (referred to below as 'Bliwa'), is the insurer for this insurance. Bliwa is a mutual insurance company, which means that the company is owned by the policyholders. This means in its turn that policyholders are entitled to a bonus from any surplus that may arise from Bliwa's operations; see Sub-clause 1.17. Bliwa's insurance activities are subject to the supervision of the Swedish Financial Supervisory Authority (Finansinspektionen), postal address Box 7821, SE-103 97 Stockholm, Sweden. Visiting address: Brunnsgatan 3, Stockholm, Sweden. Email address: *finansinspektionen@fi.se*. Telephone number +46 (0)8-408 980 00. Website: *www.fi.se*. Bliwa's marketing is subject to the supervision of the Swedish Consumer Agency (Konsumentverket), postal address Box 48, SE-651 02 Karlstad, Sweden. Visiting address: Tage Erlandergatan 8A. Email address: *konsumentverket@konsumentverket.se*. Telephone number +46 (0)771–42 33 00. Website: *www.ko.se*.

Information about Bliwa's financial status is provided in Bliwa's latest adopted annual report. The annual report is available from Bliwa's website – *www.bliwa.se* – and can also be ordered from Bliwa. Bliwa's contact details are shown at the end of these conditions.

Bliwa provides its insurance conditions and all other information in Swedish. Any legal proceedings concerning these conditions or the insurance in some other respect shall take place in Sweden, applying Swedish law.

#### BLIWA'S HEALTHCARE CENTRE

Bliwa's Healthcare Centre is provided by Capio Partner, corporate identity number 556805–7268, with which Bliwa has a cooperation agreement. The Healthcare Centre is manned by registered nurses who provide the insured with medical advice, consider care needs and also plan care (book care appointments) over the telephone. The contact details for Bliwa's Healthcare Centre are shown at the end of these conditions.

#### INFORMATION ABOUT THE CONDITIONS, ETC., GOVERNING THE INSURANCE

These insurance conditions apply from and including 1 January 2024. This means that the conditions apply to insurance taken out or renewed from 1 January 2024 onwards. The conditions also apply to an insurance event that occurs from 1 January 2024 onwards. The insurance is also governed by the group agreement concluded for each group, the insurance statement issued for the insurance and also, for voluntary insurance, by the pre-sale information and the application documents. Furthermore, the Insurance Business Act (2010:2043), the Insurance Contracts Act (2005:104) and Swedish law in general together with official regulations, where applicable, also apply. A provision specially agreed in a group agreement takes precedence over these conditions.

#### TAX RULES

Care Insurance constitutes capital insurance under the Income Tax Act (1999:1229).

If the employer pays the cost of the premium, the employee will be taxed for a benefit in kind. The benefit of the Care Insurance is valued as the employer's cost of the benefit, i.e. the premium. Bliwa's Care Insurance also includes tax-exempt benefits, such as preventive treatment and rehabilitation. Bliwa has therefore calculated the value of the benefit for the employee as being 60% of the premium. If the employer pays the premium for the Care Insurance for the employee, the employer may deduct the entire premium as a payroll expense and must pay employer's contributions on the premium.

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#### COOLING OFF PERIOD

If the policyholder is a consumer, they are entitled to withdraw from the insurance agreement ('cooling-off period') within 30 days from the date on which they received the insurance documents and information that the insurance agreement has started to apply. The policyholder must notify Bliwa if they wish to exercise their cooling off right. A policyholder is also entitled to decline or give notice terminating the insurance at any time; see Sub-clause 1.9. The policyholder is always obligated to pay the premium for the period during which the insurance was in force.

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#### EMERGENCY MEDICAL CARE

Care provided in the case of sickness or an accident that requires immediate care within the healthcare services.

#### LIABILITY PERIOD

The longest period during which Bliwa is liable for one and the same insurance event. The liability period is counted from the day on which the insurance event occurred.

#### APPLICATION DOCUMENTS

The application document and its appendices in the form of a group insurance plan.

#### FULLY CAPABLE OF WORKING

The person in question should be able to perform their normal work without limitation in order to be considered 'fully capable of working'. A person who to some extent is on sick leave, has been granted sick pay, sickness or rehabilitation benefit, activity compensation, sickness compensation or similar compensation or at least half occupational injury annuity is not 'fully capable of working'.

A person receiving dormant activity compensation, dormant sickness compensation or at least half of dormant occupational injury annuity is not considered to be 'fully capable of working' for the period during which the compensation or occupational injury annuity is dormant.

#### INSURED

The person in respect of whose health the insurance applies.

#### INSURANCE STATEMENT

An insurance statement will be issued to the insured when insurance is taken out, including details about the fundamental rights and obligations resulting from the insurance together with important limitations to the insurance protection. An insurance statement will also be issued when the insurance is amended or renewed, provided the change is significant or if the new insurance conditions include a limitation to the insurance protection.

#### INSURANCE EVENT

An event that occurred during the term of insurance and that is covered by the insurance.

#### POLICYHOLDER

The person who has entered into an insurance agreement with Bliwa. For compulsory insurance, the policyholder is most often an employer or member organisation. For voluntary insurance, the policyholder is the employee or member.

#### TERM OF INSURANCE

The period during which the insured is covered by the insurance.

#### GROUP AGREEMENT

The agreement concluded between Bliwa and a group representative that specifies, among other things, the person entitled to the insurance, the levels and components included in the agreement, what is required in order to be covered by or to take out the insurance, what the insurance costs and how the premium should be paid. It is a precondition that a valid group agreement has been concluded and continues to apply in order for it to be possible to grant a particular insurance and for it to be valid.

#### GROUP REPRESENTATIVE

The natural or legal person representing the group entitled to insurance in relation to Bliwa.

#### GROUP MEMBER

A person belonging to the group specified in the group agreement and who is thereby entitled to apply for or alternatively be covered by the insurance. Persons included as group members are shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

#### HUSBAND/WIFE

'Husband/wife' also means registered partner in these insurance conditions.

#### CO-INSURED

The husband, wife or cohabitee of an insured group member who is insured in that capacity.

#### ACCIDENT

An accident must have comprised an external occurrence that was caused by a sudden and unexpected event that resulted in the insured involuntarily suffering a bodily injury.

#### PRIMARY CARE

Health service activities that constitute the first level of care, without restriction as regards sickness, age or patient group, which shall satisfy the basic care needs, preventive work and rehabilitation for the population and that do not require the medical and technical resources of a hospital. Primary care is provided at, for instance, healthcare centres, the occupational health service or family doctor clinics.

#### PRICE BASE AMOUNT

The price base amount determined each year under Chapter 2, Section 7 of the Social Insurance Code (2010:110).

#### PRIVATE CARE

Care that is not financed by public funds.

#### REFERRAL

Document issued by the treating physician to a physician with specialist competence within a certain area for further investigation or other care of a patient or referral for further examination.

#### SICKNESS

A deterioration of the insured's physical or mental health confirmed by a physician that was not caused by an accident. A deterioration that has been caused by the insured voluntarily or through negligence is not deemed to be sickness.

#### CLAIM EVENT

A 'claim event' means an accident, sickness and costs that arise for the insured. A claim event is deemed to have occurred at the time of the accident or at the time the sickness manifested itself. 'Manifested itself' means that the insured has such symptoms for the first time whereby the insured realised or ought to have realised that a sickness may exist.

As regards costs, a claim event is deemed to have occurred at the time when the cost arose for the insured.

#### SPECIALIST CARE

Health service activities that comprise the second level of care and require more specialised measures than primary care can provide.

#### SYMPTOMS

Manifestation of sickness or signs of sickness. Symptoms are deemed to exist even if the manifestation of sickness has temporarily ceased as a result of medication or other care.

#### CARE

Measures to medically investigate and treat sicknesses and injuries. Examples of such measures may be drug treatment, medical-technical treatment, functional and activity training, manual treatment (such as, for instance, treatment by a physiotherapist or naprapath), psychological and psychosocial treatment and also an operation.

#### MARRIAGE

'Marriage' also means registered partnership in these insurance conditions.

### 1. Common provisions

#### 1.1 INFORMATION ABOUT THE GROUP AGREEMENT AND VOLUNTARY AND COMPULSORY INSURANCE

#### GROUP AGREEMENT

Under the Insurance Contracts Act, a valid group agreement is a precondition for an individual group insurance agreement. The group agreement is concluded between Bliwa and a group representative. The group agreement determines whether the insurance is compulsory or voluntary and also the general scope of the insurance. The agreement also governs who belongs to the group entitled to insurance, the earliest date on which the insurance can start to apply, how the insurance is to be administered, the term of validity of the group agreement, the right to give notice terminating the agreement, etc. The group agreement also specifies the premium if the agreement relates to compulsory insurance. The group representative or Bliwa may give notice terminating the group agreement. If notice is given terminating the group agreement, this means that all insurance issued on the basis of the group agreement ceases to apply.

#### VOLUNTARY GROUP INSURANCE

If the insurance is voluntary, those covered by the group agreement are entitled to make their own decisions about whether or not they want to have insurance protection. The insurance agreement is then concluded between the group member, as the policyholder, and Bliwa. This is done by the group member applying for and being granted insurance.

#### COMPULSORY GROUP INSURANCE

If the group insurance is compulsory, those specified in the group agreement as being entitled to the insurance are automatically covered by the insurance with Bliwa. The insurance agreement is concluded between the group representative, as the policyholder, and Bliwa. However, each insured is deemed to be a policyholder in terms of the right to care or compensation for costs.

## 1.2 THE INSURANCE CONDITIONS AND THE INDIVIDUAL INSURANCE AGREEMENT

Unless otherwise indicated by the group agreement, these insurance conditions apply to each individual group insurance concluded on the basis of a group agreement with Bliwa. Any deviations from these insurance conditions are agreed in the group agreement and have precedence over these conditions. If a deviation has been made in the group agreement, this will also be indicated by Bliwa's application documents, pre-sale information or insurance statement issued.

#### 1.3 TERM OF VALIDITY OF THE INSURANCE

The insurance applies for no more than one year at a time unless otherwise specified in the group agreement. The first term of insurance for new policies runs until the end of the year, i.e. up to and including 31 December of the year in which the insurance was taken out. The term of insurance subsequently runs for one year at a time, from 1 January to 31 December each year. The insurance will be renewed annually provided neither the insurance nor the group agreement has been terminated at the end of the term of the insurance. Bliwa is then entitled to amend the insurance conditions; see Subclause 1.18. The insurance will be renewed for no longer than up to and including the date on which the insured attains the age at expiry for the insurance. The age at expiry for the insurance has been agreed in the group agreement and is shown in the insurance statement and for voluntary insurance also in the application documents.

#### 1.4 BLIWA'S LIABILITY PERIOD

Bliwa's liability period applies until such time as the insured achieves the age at expiry for the insurance, subject to the precondition that the insurance is in force. Bliwa's liability period ceases before then if the insurance ceases (however, see the provisions below regarding extended cover protection and continuation insurance).

#### 1.5 WHO CAN APPLY FOR OR IS COVERED BY GROUP INSURANCE

The group agreement defines who comprise group members and who can thus apply for or be covered by the insurance products. For compulsory insurance, the group members are automatically covered by the insurance; no application is required. For voluntary insurance, those entitled to apply for insurance are specified in Bliwa's application documents. Group members are often all of the employer's permanent employees or all members of the organisation or association that concluded the group agreement. The application documents for the group also indicate the insurance products for which an application can be made and in which cases an insured group member can co-insure their husband, wife or cohabitee. The application documents also indicate whether Bliwa has imposed health requirements as a precondition for granting the insurance.

A precondition for affiliation to the voluntary group insurance is that the policyholder and the insured are permanently resident in Sweden.

#### 1.6 WHEN THE INSURANCE ENTERS INTO FORCE

#### VOLUNTARY GROUP INSURANCE

#### Upon application

Voluntary group insurance can enter into force no earlier than the date specified in the group agreement. For applications on physical forms, the insurance enters into force on the date when Bliwa received the application. In the case of other forms of application, for example via the Internet, the insurance only enters into force on the day after the date on which Bliwa received the application. The insurance enters into force subject to the precondition that the insurance can be granted according to the provisions of these insurance conditions and Bliwa's health requirements; see Sub-clause 1.7. Bliwa's health requirements are specified in the application documents.

#### COMPULSORY GROUP INSURANCE

Compulsory group insurance enters into force on the date stipulated in the group agreement and applies to those who are group members at that point in time. The insurance for those who subsequently become group members enters into force on the day after they joined the group, unless otherwise specified in the group agreement.

#### 1.7 HEALTH REQUIREMENTS

#### VOLUNTARY GROUP INSURANCE

A group member or co-insured is normally required to be fully capable of working on the date when the insurance enters into force in order to be covered by the voluntary group insurance.

Health requirements may vary between different group agreements and are shown in Bliwa's application documents or pre-sale information.

A person who is not fully capable of working and for whom insurance has consequently been declined may be granted insurance when they are once again fully capable of working and have certified this.

#### COMPULSORY GROUP INSURANCE

Group members for compulsory group insurance are normally covered without any health requirements. They are automatically and immediately affiliated to the insurance on the basis of the group agreement. However, requirements may be imposed in certain agreements in respect of a group member's health at the time of affiliation to the insurance. In such cases, this will be indicated by the group agreement.

#### 1.8 PREMIUM

The price for the insurance product ('the premium') is calculated and determined by Bliwa for one year at a time. The amount of the premium may, for example, depend on the distribution of ages among those insured and the development of claims within the group. The premium for voluntary insurance is indicated by the application documents or pre-sale information. The premium for compulsory insurance is specified in or in conjunction with the group agreement.

#### 1.8.1 PREMIUM PAYMENT

The premium for the insurance product should normally be paid by the policyholder. This means that the group member is responsible for paying for voluntary insurance. The group representative may have assumed responsibility for acting as intermediary for the premium payments to Bliwa. If this is the case, the group member will pay the premium through deductions from pay or together with a membership charge to the group representative. If the group representative does not act as intermediary for the premium, the premium should be paid by direct debit/autogiro or a paying-in slip. In some group agreements, the group representative will assume responsibility for paying the premium. The applicable provisions for each group are indicated by the group agreement or by Bliwa's application documents or pre-sale information.

For compulsory insurance, the group representative is always responsible for paying the premium.

#### 1.8.2 NOTICE OF TERMINATION OWING TO UNPAID PREMIUM

The first premium must be paid within 14 days from the date when Bliwa, or the party engaged by Bliwa, sent a premium payment demand. The premium for subsequent premium periods must be paid by no later than the first day of the period. The same applies for the first premium for an insurance product renewed under Sub-clause 1.3. Bliwa is entitled to give notice terminating the insurance or limiting its liability in accordance with the provisions of these conditions if the premium is not paid on time and the delay is not insignificant.

Notice of termination takes effect 14 days after Bliwa issued the notice, unless the premium is paid within this time limit.

If it has not been possible to pay the voluntary group insurance premium within the time limit of fourteen days because the group member was seriously ill, has been deprived of their liberty, has not received their pension or wages from their main employment or because of another similar unexpected impediment, the notice of termination takes effect one week after the impediment has ceased, though no later than three months after expiry of the time limit of fourteen days.

If delay in payment of a premium for voluntary group insurance is due to the omission of a party acting as intermediary for the premium under the group agreement, the notice of termination only takes effect for the group member and any co-insured one week after the group member has become aware of this delay.

In the case of compulsory insurance, each insured is entitled to continuation insurance (see Sub-clause 1.11 below) if Bliwa's liability ceases because the policyholder has not paid the premium. The same applies for a co-insured for voluntary group insurance.

#### 1.8.3 REVIVAL OF INSURANCE

If notice of termination has been given and has taken effect in accordance with Sub-clause 1.8.2 and the delay in premium payment does not relate to the first premium for the insurance product, the voluntary group insurance will be revived if the outstanding premium amount is paid within three months from notice of termination taking effect. This applies subject to the precondition that the applicable group agreement is still in force. In the event of revival, the insurance will start to apply again from and including the day following the date when the premium was paid. Revival cannot be effected solely for a co-insured.

The above-mentioned also applies to compulsory insurance, although this can only be revived for the entire group.

Bliwa is not liable for an insurance event that occurred or that is due to an event that occurred during the period when the insurance did not apply.

#### 1.8.4 REPAYMENT OF PREMIUM

If a premium has been paid for a period after the term of the insurance has expired, Bliwa will repay the premium paid in error, though no more than the premiums for the past twelve months. This period is counted from the day on which Bliwa received a request to repay the premiums. If a premium has been paid in error (for example, for a co-insured despite the group member and the co-insured no longer being lawful spouses or cohabitees), a corresponding right to repayment of premiums applies, namely that no more than the premiums for the past twelve months will be repaid.

Premiums will only be repaid if the aggregate amount exceeds 0.3 per cent of the price base amount applicable on the date of repayment.

#### 1.9 WHEN THE INSURANCE CEASES TO APPLY

The insurance applies for at most up to and including the month in which the insured attains the age at expiry for the insurance. The applicable age at expiry for the insurance has been agreed in the group agreement and is shown in the insurance statement and for voluntary insurance also in the application documents. The insurance may also cease to apply if the group agreement ceases owing to notice of termination by Bliwa or the group representative. If Bliwa gives notice terminating the group agreement, the insurance cannot cease to apply any earlier than upon the end of the current calendar year. If the group representative gives notice terminating the group agreement, the insurance cannot cease to apply any earlier than one month after Bliwa has received the notice of termination. The insurance also ceases to apply if the policyholder, the insured or Bliwa gives notice terminating the agreement owing to an unpaid premium or incorrect information. The insurance shall also cease to apply when the insured is no longer a member of the group entitled to be covered by the insurance under the group agreement.

The co-insured's insurance also ceases to apply when the group member's insurance ceases to apply, if the marriage or cohabitee relationship with the group member ceases or when the co-insured attains the age at expiry for the insurance.

The insurance cannot be extended by paying the premium for the period after the insurance has ceased to apply for any of the above-mentioned grounds.

A person covered by compulsory insurance can waive the insurance at any time by notifying Bliwa or the group representative.

#### 1.10 EXTENDED COVER PROTECTION

An insured is entitled to extended insurance protection ('extended cover protection') for three months if they have been covered by Bliwa's group insurance for a period of at least six months and the insurance ceases to apply because the insured is no longer a member of the group for a reason other than that the insured has attained the age at expiry for the insurance. A co-insured is also entitled to extended cover protection on the same conditions if the marriage or cohabitee relationship with the group member ceases or if the group member dies.

However, the insured is not entitled to extended cover protection if notice has been given terminating the group agreement completely or partly or if they have opted to terminate the insurance but remain within the group. Nor is the insured entitled to extended cover protection if they have been granted, or can obviously be granted, insurance protection of the same kind as before in some other way.

Extended cover protection means that an insurance event that occurs during the extended cover protection period and before the insured attains the age at expiry for the insurance is regulated in accordance with the insurance conditions and at the sum insured applicable immediately preceding the extended cover protection period.

#### 1.11 CONTINUATION INSURANCE

If the group agreement ceases owing to notice of termination by the group representative or Bliwa, each insured is entitled to take out continued insurance protection, without a health check, through Bliwa's continuation insurance. An insured group member who leaves the group for some other reason than having attained the age at expiry for the insurance is also entitled to continuation insurance. Bliwa will provide information about the right to continuation insurance in conjunction with notice terminating the group agreement. An application for continuation insurance must be made within three months from when the insurance ceased. A person who has been insured for less than six months, or who has chosen to give notice terminating the insurance but remains within the group, is not entitled to continuation insurance. This is also the case for a person who has been granted, or can obviously be granted, insurance protection of the same kind as before in some other way. A person who has attained the age at expiry for the insurance cannot take out continuation insurance.

A co-insured is entitled to take out continuation insurance if the group member dies or if the marriage or cohabitee relationship with the group member ceases. The right to continuation insurance also applies for a co-insured if Bliwa, in the case of voluntary insurance, has given notice terminating the insurance agreement as a result of the group member's delay in paying the premium. A co-insured is also entitled to take out continuation insurance if the group member's insurance ceases to apply owing to the group member having attained the age at expiry for the insurance. However, this applies subject to the precondition that the co-insured has not themselves attained the age at expiry.

In the case of compulsory insurance, each insured is entitled to continuation insurance if Bliwa's liability ceases because the policyholder has not paid the premium. However, this does not apply for a person who has been insured for less than six months. The insurance conditions and premiums for continuation insurance differ to those for group insurance.

#### 1.12 WHEN A CLAIM EVENT HAS OCCURRED

A notification of sickness or an accident for which the insured is in need of care must be made to Bliwa's Healthcare Centre (does not apply for emergency medical care). The insured shall refer to a physician on their own initiative if the insurance applies with a requirement for referral.

The documents and other information that Bliwa considers are necessary to be able to make an assessment in the individual matter must be submitted to Bliwa. Bliwa does not compensate any costs for arranging this. If required for Bliwa to be able to assess the right to care and any insurance compensation, and if Bliwa so requests, the insured shall submit an authorisation so that Bliwa can obtain information from the policyholder, insured, employer or other group representative, physician, hospital, other care establishment, the Swedish Social Insurance Agency or another insurance establishment. Bliwa may deny the right to continued care and insurance compensation if the insured does not submit an authorisation. Clause 4 describes how Bliwa processes the information obtained.

#### 1.13 DATE OF PAYOUT OF COMPENSATION FOR COSTS

When Bliwa has established that an insurance event has occurred and the person requesting compensation has presented or assisted with the investigation in the manner that may reasonably be requested to enable Bliwa to determine its payment obligation and the person to whom payment should be made, the insurance event is to be settled speedily through Bliwa paying compensation.

#### 1.14 INTEREST ON LATE PAYMENT OF COM-PENSATION FOR COSTS

Bliwa will pay interest under Section 6 of the Interest Act (1975:635) on a sum insured that has not been paid on time according to these insurance conditions. The right to interest applies if the delay in payout was more than 30 days. Bliwa is not responsible for other losses that may arise if investigation of the insurance event or payment of the insurance compensation is delayed. Interest for delay is not paid if the delay is due to an event in the nature of *force majeure*; see Sub-clause 3.8.

#### 1.15 TIME LIMIT

A party who wishes to receive insurance compensation or other insurance cover must institute proceedings against Bliwa within ten years from the date when the circumstance in respect of which the insurance agreement affords a right to such cover occurred.

If a party who wishes to have insurance cover has presented a claim to Bliwa within the period prescribed by the first paragraph, the time limit to institute proceedings is always at least six months from when Bliwa has given notice of the final position it has adopted on the claim.

The right to insurance cover will lapse if proceedings are not instituted in accordance with this clause.

#### 1.16 DEALINGS WITH THE INSURANCE

The insured may not transfer or pledge the insurance. Dealings in violation of this provision are ineffective.

#### 1.17 RULES FOR ALLOCATING SURPLUSES AND COVERING LOSSES

If a surplus should arise in Bliwa's insurance operations, the annual gain will be appropriated to a 'consolidation reserve'; see Sub-clause 1.17.1. However, it is not necessary for all surpluses to be appropriated for consolidation but they may instead be distributed to the policyholders through a bonus, in the first instance in the form of a reduction of future premiums. If a deficit should arise in the operation, an appropriation from Bliwa's consolidation reserve may be made to cover the loss.

Any decisions on appropriations from the consolidation reserve to cover losses or for a bonus from the surplus will be made by Bliwa's general meeting in accordance with Bliwa's Articles of Association and also Bliwa's Technical Guidelines and Technical Data for Calculations applicable at any given time. Both Bliwa's Articles of Association and the Technical Guidelines and Data for Calculations may be amended in the future as regards the right to any surplus.

# 1.17.1 HOW THE CONSOLIDATION RESERVE MAY BE USED

According to Bliwa's Articles of Association, the company's consolidation reserve may be used to cover losses, to allocate bonuses to the policyholders or to make donations for the public benefit or comparable purposes. The Articles of Association may be amended in the future as regards how the consolidation reserve is to be used.

#### 1.18 AMENDMENT OF THE INSURANCE CON-DITIONS

Bliwa is entitled to amend these insurance conditions during an ongoing insurance period if the amendment is needed owing to the nature of the insurance or owing to some other special circumstance such as, for instance, amended law, application of law or official regulation. An amendment that is due to an amended law, application of law or official regulation, and trivial amendments, may start to apply immediately. Bliwa is also entitled to amend these insurance conditions in connection with renewal of the insurance.

#### 1.19 REPRESENTATION SYSTEM

Bliwa Livförsäkring is a mutual insurance company. This means that the company is owned by its policyholders and that it is normally the policyholders that decide on the company's affairs. Bliwa has a representation system whereby the powers to make decisions are exercised by special delegate members appointed at Bliwa's general meeting. According to Bliwa's Articles of Association, half of the delegate members are appointed through direct election by the policyholders of Bliwa together with a small number of named organisations entitled to each appoint one delegate member. The other half of the delegate members are appointed by those customers of Bliwa who have paid the highest premiums during the immediately preceding financial year.

More information about the representation system, election of delegates and the general meeting of the company is available at *www.bliwa.se*.

# 2. Special information about Care Insurance

Care Insurance affords the insured access to healthcare advice provided by registered nurses. The Healthcare Centre provides the insured with advice about self-care and assesses the need for care and also where the care is to be provided and by which care provider (care planning).

The insurance applies to care provided by private care providers in Sweden included in the medical network to which Bliwa has access or otherwise nominated by Bliwa. The insurance may also provide compensation for certain costs that arise in conjunction with care. The insurance may apply with or without a requirement for referral and with or without a deductible. The applicable provisions for each group have been agreed in the group agreement and are shown in the insurance statement and for voluntary insurance also in the application documents.

Complaints resulting from an accident or sickness that occurs during the term of insurance and that are covered by the insurance afford entitlement to advice, care planning, care and, when applicable, compensation for costs. Complaints and symptoms with a medical link (i.e. that stem from the same sickness or accident) are counted as one and the same claim event. However, this does not apply if the insured has been without symptoms, care and medication as a consequence of the claim event for a consecutive period of 12 months. If the insured in such case falls ill again with the same sickness, symptoms or complaint or such condition that is considered to be linked to the previous sickness, symptom or complaint, this is nonetheless counted as a new claim event. Sicknesses, symptoms or complaints such as, for example, colds and infections are counted as a new claim event on each occasion of illness.

#### 2.1 REQUIREMENT FOR REFERRAL AND DE-DUCTIBLE

Bliwa's Care Insurance may apply with or without a requirement for referral or deductible.

#### DEDUCTIBLE OR REFERRAL

If it has been agreed in the group agreement that the insurance shall apply with a deductible, the amount of the deductible is shown in the insurance statement and for voluntary insurance also in the application documents. A deductible means that the insured pays a deductible to Bliwa for each new insurance event in accordance with the agreed level of deductible. The insured does not need to pay a deductible if the insured, in conjunction with each new insurance event, can produce a referral issued by a physician. If the insured is given a referral later during the period of treatment this does not mean that any deductible previously paid will be repaid.

If the insured does not pay the deductible to Bliwa in accordance with the above and if no referral has been issued by a physician, Bliwa may decline to continue the provision of care under the insurance until the deductible is paid.

#### REQUIREMENT FOR REFERRAL

If it has been agreed in the group agreement that the insurance shall apply with a requirement for referral, this means that the insurance does not cover care or costs before a referral has been issued by a physician or optician.

If the insurance applies with a requirement for referral, this is shown in the insurance statement and for voluntary insurance also in the application documents.

A referral is valid for six months from the date of issue.

#### 2.2 WHEN THE NEED FOR CARE ARISES

If the insurance applies without a requirement for referral, the insured must contact Bliwa's Healthcare Centre when a need for advice or care arises.

The following applies if the insurance applies with a requirement for referral. The insured must contact Bliwa's Healthcare Centre when a referral has been issued by a physician, or by an optician to an oph-thalmologist in the case of an eye complaint. The Healthcare Centre then books an appointment for care by one of the care providers included in the medical network to which Bliwa has access if there is considered to be a need, and subject to the pre-condition that the claim event is covered by the insurance. Bliwa reserves the right to request the presentation of the referral from the insured. The insured may contact Bliwa's Healthcare Centre by telephone for advice even though the insurance applies with a requirement for referral.

#### 2.3 SCOPE OF THE INSURANCE

Bliwa's Care Insurance can be selected at three different levels: Basic, Premium and Premium Extra. The level applicable for a specific group has been agreed in the group agreement and is shown in the insurance statement and for voluntary insurance also in the pre-sale information and the application documents.

The following components are included for the different levels. It may have been agreed in the group agreement that the different levels include components other than those shown below. If this is the case, this is shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

#### **BASIC LEVEL**

The following components are included at the Basic Level unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

- healthcare advice/care planning see Sub-clause 2.5.1.
- specialist care see Sub-clause 2.5.2.
- investigations, treatment and operations see Sub-clause 2.5.3.
- treatment by a physiotherapist, naprapath and chiropractor see Sub-clause 2.5.4.
- medical aids see Sub-clause 2.5.5.
- treatment by a psychologist see Sub-clause 2.5.6.

- enhanced healthcare planning see Sub-clause 2.5.7.
- guarantee period see Sub-clause 2.5.8.
- second opinion see Sub-clause 2.5.9.
- patient public healthcare fees– see Sub-clause 2.5.10.

#### PREMIUM LEVEL

The following components are also included at the Premium Level in addition to the components described above for the Basic Level. This applies unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

- speech therapist see Sub-clause 2.6.1.
- dietician- see Sub-clause 2.6.2.
- travel and accommodation see Sub-clause 2.6.3.
- pharmaceutical costs see Sub-clause 2.6.4.
- aftercare/medical rehabilitation see Sub-clause 2.6.5.

#### PREMIUM EXTRA LEVEL

The following components are also included at the Premium Extra Level in addition to the components described above for the Basic and Premium Levels. This applies unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

- help at home following an operation see Subclause 2.7.1.
- compensation for deductible in the case of care abroad see Sub-clause 2.7.2.
- cardiovascular examination see Sub-clause 2.7.3.
- weight-reducing operation see Sub-clause 2.7.4.
- substance misuse treatment see Sub-clause 2.7.5.
- vaccination costs see Sub-clause 2.7.6.

#### 2.4 IMPORTANT LIMITATIONS TO THE SCOPE OF THE INSURANCE

#### 2.4.1 SICKNESS, ETC., PRIOR TO THE ENTRY INTO FORCE OF THE INSURANCE

The insurance does not apply for sickness, diagnosis, accident or their consequences for which the insured has had symptoms, received care or medication or in some other way knew about prior to the insurance entering into force. The same applies if it is possible to confirm medically that the sickness or complaint manifested itself prior to the insurance entering into force. However, the insurance applies for such diagnosis, sickness, accident or its consequences that arise during the term of the insurance provided the insured has been without symptoms, care and medication for a consecutive period of 12 months before such new need for care or medication arose.

#### 2.4.2 MISSED APPOINTMENTS

A care appointment must be cancelled by no later than 15:00 on the ordinary weekday immediately prior to the day on which the planned care is to be provided. If the insured fails to attend an appointment made for care without having cancelled this appointment in good time, Bliwa reserves the right to make a decision about terminating the insured's right to continued care and compensation for costs as a consequence of the insurance event.

If the insured despite such a decision from Bliwa still wishes to have a continued right to care and compensation for costs through the insurance as a consequence of the insurance event, the insured may choose to personally compensate Bliwa for the actual costs that arose for Bliwa in relation to the care provider as a consequence of the insured missing a booked appointment. In such a case, the insured must notify Bliwa that the insured will personally bear the costs and can contact Bliwa's Healthcare Centre to book another appointment after compensation has been paid to Bliwa.

The above-mentioned does not apply in situations where the insured was prevented from cancelling an appointment in good time on account of very special circumstances that the insured could not have foreseen or control, such as medical or other exceptional reasons, provided the insured verifies the reasons given in a way that is adequate for Bliwa. Medical reasons must always be verified with a medical certificate. A new care appointment can be booked through the insurance if Bliwa approves the reasons given.

## 2.4.3 HEALTH AND MEDICAL CARE, ETC., THAT IS NOT COVERED BY THE INSURANCE

The insurance does not cover:

- Emergency medical care. The insurance only covers planned care under private auspices in Sweden.
- Care and costs that have not been approved by Bliwa in advance. The care must be planned and arranged by Bliwa's Healthcare Centre and also provided by care providers included in the medical

network to which Bliwa has access or otherwise nominated by Bliwa.

- Medical service (X-ray, laboratory sampling, etc.) for which the insured has been referred by a care provider that is not included in the medical network to which Bliwa has access.
- Investigation and treatment of neuropsychiatric diagnoses.
- Costs that cannot be verified by original receipt. Bliwa only compensates necessary and reasonable costs that can be verified by original receipt.
- If the insured is not covered by the social welfare insurance and is not registered with the Swedish Social Insurance Agency (Försäkringkassan), compensation will only be paid for those costs that would have been compensated if they had been registered and had made full use of the benefits that social welfare insurance provides.
- An injury or sickness that has been aggravated owing to the insured not having complied with Bliwa's or the care provider's instructions.
- Care that is not aimed at improving the insured's medical condition. Treatments of a cosmetic nature are not covered by the insurance.
- Weight-reducing operation and its consequences. This applies with the exception of the provisions of Sub-clause 2.7.4 Weight-reducing operation.
- Deteriorations of your health status that, according to medical experience, result from various forms of misuse, for example misuse of alcohol, narcotic substances, pharmaceuticals, doping agents, gambling, etc. This applies with the exception of the provisions of Sub-clause 2.7.5 Substance misuse treatment.
- Fertility investigation or treatment of infertility. Nor does the insurance cover gynaecological examinations or check-ups, unless the need has arisen as a consequence of an insurance event.
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- Coronary angiography (coronary vessel X-ray) and its consequential treatment.
- Congenital illnesses, birth injuries, disability or their consequences.
- Eating disorders and their consequences.
- Dental care regardless of cause.
- Investigation or treatment of snoring or sleep apnoea.
- Correction of visual defect, unless the visual defect arose as a consequence of an insurance event.

- Organ transplants and their consequences.
- Dialysis treatment.
- Dementia disease.
- Sicknesses subject to the Communicable Diseases Act.
- Somatoform disorders, for example syndromes involving chronic pain together with unspecified pain or aches such as, but not limited to, fibromyalgia.
- · Electrosensitivity.
- Illnesses, condition or other complaint that a physician has assessed to be of a chronic nature and that require lifelong treatment. However, the insurance covers treatment until such time as a physician has assessed that the illness, condition or complaint is of a chronic nature.
- Fatigue syndrome, fatigue depression or burn-out (ICD codes F43.8 and Z73.0).
- · Costs for spectacles and hearing aids.
- Costs for medical certificates.
- Costs that are compensated from somewhere else, for example pharmaceutical or patient insurance or the like where there is a pharmaceutical or care provider liability. Costs that are compensated from somewhere else as a consequence of, for example, statute, enactment, convention or collective agreement.
- Lost income from work.
- Compensation for personal injury, violation or property damage that arose in conjunction with health and medical care performed by a care provider nominated by Bliwa, for example damages for personal injury. However, the insurance does afford a right to care as a result of personal injury or violation that has been caused by a care provider nominated by Bliwa.
- Nor does the insurance cover a claim event that arose in conjunction with care that has not been directed by Bliwa.

#### 2.5 BASIC LEVEL

The following components are always included in Care Insurance unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the presale information and application documents.

#### 2.5.1 HEALTHCARE ADVICE/CARE PLANNING

#### Healthcare advice

Registered nurses provide the insured with medical advice and healthcare information by telephone and

direct the insured, when necessary, to an appropriate care establishment considering the complaint or symptom that the insured states that they have.

Contact details for Bliwa's Healthcare Centre are shown at the end of these conditions.

#### Care planning

The registered nurses at Bliwa's Healthcare Centre assess the insured's medical needs via a telephone consultation or following submission of a referral and book an appointment for the insured with a suitable care provider for the complaint in the medical network to which Bliwa has access.

#### 2.5.2 SPECIALIST CARE

The insurance covers specialist care. Care shall be provided in the first instance at the insured's home district. In the case of an insurance event, the insured must always contact Bliwa's Healthcare Centre to book a care provider with specialist competence within the medical network to which Bliwa has access. This care must have been approved by Bliwa in advance and arranged by Bliwa's Healthcare Centre.

#### 2.5.3 INVESTIGATIONS, TREATMENT AND OPERA-TIONS

The insured has access to further investigations, treatment and operations under private auspices with any of the care providers included in the medical network to which Bliwa has access when this is medically justified according to the treating physician. The investigation, treatment and operation must resulted from an insurance event and have been approved by Bliwa in advance and arranged by Bliwa's Healthcare Centre. Bliwa needs to have access to medical documentation and proposed costs from the party performing the investigation, treatment and operation in order to be able to agree to the investigation, treatment and operation.

The insurance only covers investigations, treatment and operations available under private auspices in Sweden. Another precondition is that the private care sector in Sweden can receive the patient considering the patient's state of health. The care shall comply with the national guidelines issued by the National Board of Health and Welfare and also be performed in accordance with medical science, established methods, proven experience and in a manner that complies with statutes and ordinances and also the regulations and general advice of the supervisory authority.

#### 2.5.4 TREATMENT BY A PHYSIOTHERAPIST, NAPRAPATH AND CHIROPRACTOR

The insurance covers treatment by a registered physiotherapist, registered naprapath or registered chiropractor under private auspices that has been approved in advance by Bliwa and arranged by Bliwa's Healthcare Centre. Bliwa's Healthcare Centre is entitled to refer the insured to a specialist physician to assess the need for a physiotherapist, naprapath or chiropractor before the treatment is booked. The treatment must be provided by a care provider included in the medical network to which Bliwa has access. The insurance covers up to ten treatment sessions per insurance event.

The treatment may be replaced by individual training on a training programme at, for example, a gym or preventative healthcare facility if the treating physiotherapist, naprapath or chiropractor considers this appropriate. The training programme shall be produced by the treating physiotherapist, naprapath or chiropractor, be for a limited period and approved in advance by Bliwa.

#### 2.5.5 MEDICAL AIDS

The insurance compensates the insured for personal medical aid costs during the period for treatment and healing of the injury. In order to be entitled to compensation, the need of medical aids must have been brought about by an insurance event where the subsequent care has been provided within the framework of the insurance and arranged by Bliwa's Healthcare Centre. The aid shall be medically justified and prescribed by the treating physician. Medical aids shall preferably be provided by a care provider included in the medical network to which Bliwa has access. The aid may be provided by another care provider if Bliwa has no access to the type of care provider in the medical network that can provide the kind of aid required. The cost must be approved in advance by Bliwa. Bliwa compensates costs of up to SEK 1,500 for heel cushions and up to SEK 2,500 for other aids. The insurance only compensates the cost of one aid of the same kind per insurance event.

#### 2.5.6 TREATMENT BY A PSYCHOLOGIST

The insurance covers treatment by a psychologist or psychotherapist as a consequence of an insurance event. The treatment must have been approved in advance by Bliwa, arranged by Bliwa's Healthcare Centre and provided by a care provider within the medical network to which Bliwa has access. The insurance covers up to ten treatment sessions per insurance event.

#### 2.5.7 ENHANCED HEALTHCARE PLANNING

In the event that a claim event is not covered by the insurance, the insured may still get advice and help with booking care appointments from Bliwa's Healthcare Centre. The cost of this care is paid for by the insured and is not otherwise covered by the insurance.

#### 2.5.8 GUARANTEE PERIOD

The insurance contains a guarantee period. This means that care as a consequence of an insurance event must start within a certain period. Those insured through Bliwa's Care Insurance shall be offered the following if medically justified:

- an appointment with a specialist within seven ordinary weekdays from when the insured contacted Bliwa's Healthcare Centre or from the later date that Bliwa has access to the necessary medical documentation in the event that this is required, and
- an appointment for investigation, treatment or an operation (according to Sub-clause 2.5.3) within 14 ordinary weekdays from when the physician who will be providing the care measure has decided on an appropriate measure and Bliwa has access to the necessary medical documentation.

If the insured is not offered an appointment with a specialist or an appointment for an investigation, treatment or operation within the above-mentioned time limits, compensation of SEK 500 per ordinary weekday will be paid to the insured until the care measure can be offered.

The guarantee period only applies for the first consultation with a specialist or appointment for an investigation, treatment or operation as a consequence of one and the same insurance event.

The right to guarantee compensation does not apply if the insured does not accept the appointment offered, fails to attend a booked appointment with a specialist or booked investigation, treatment or operation or if it is not possible to implement the investigation, treatment or operation for medical reasons. For the guarantee to apply, the insured may be compelled to travel to a clinic within Sweden nominated by Bliwa.

The maximum guarantee compensation that can be paid out is SEK 25,000 for an appointment with a specialist and SEK 25,000 for an appointment for an investigation, treatment or operation.

#### 2.5.9 SECOND OPINION

The insurance may entitle the insured to a 'second opinion'. A 'second opinion' means that an insured faced with difficult medical decisions as a consequence of an insurance event may sometimes be entitled to a further qualified medical assessment (second opinion) by one of the specialist physicians appointed by Bliwa. The insured is entitled to a second opinion once per insurance event and in the following situations:

• The insured is faced with the choice of being subjected to particularly risky treatment or operation. 'Particularly risky treatment or operation' means here treatment or an operation which itself may cause permanent disablement or be life-threatening.

• The insured is suffering from a life-threatening or serious illness or injury.

Bliwa shall give its prior approval for a second opinion.

#### 2.5.10 PATIENT PUBLIC HEALTHCARE FEES

The insurance compensates the insured for patient fees costs for publicly financed health and medical care in Sweden up to the level of the high-cost protection. Bliwa only compensates costs that can be verified by original receipt.

#### 2.6 PREMIUM LEVEL

In addition to the components described above under the Basic Level, the following components are included in the Premium Level unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

#### 2.6.1 SPEECH THERAPIST

The insurance covers treatment by a speech therapist following a referral from the treating physician. The treatment must have been approved in advance by Bliwa, arranged by Bliwa's Healthcare Centre and provided by a care provider within the medical network to which Bliwa has access. The insurance covers up to five treatment sessions per insurance event.

#### 2.6.2 DIETICIAN

The insurance covers treatment by a dietician following a referral from the treating physician. The treatment must have been approved in advance by Bliwa, arranged by Bliwa's Healthcare Centre and performed by a care provider within the medical network to which Bliwa has access. The insurance covers up to five treatment sessions per insurance event.

#### 2.6.3 TRAVEL AND ACCOMMODATION

The insurance compensates the insured for necessary and reasonable travel and accommodation costs in conjunction with care covered by the insurance and that has been planned and arranged by Bliwa's Healthcare Centre. Compensation can only be paid for costs of travel and accommodation within Sweden. Compensation is paid for the least expensive means of transport that the health status allows. Compensation is only paid subject to the precondition that the trip is made between the permanent home and care establishment and that the distance is at least 100 km for a one-way trip. The insurance compensates the cost of accommodation (maximum SEK 1,500 per day). The need must be approved by Bliwa in advance.

#### 2.6.4 PHARMACEUTICAL COSTS

The insurance compensates the insured for the cost of prescription pharmaceuticals prescribed by a physician. Compensation is paid up to the level for the high-cost protection. Bliwa only compensates costs that can be verified by an original receipt.

#### 2.6.5 AFTERCARE/MEDICAL REHABILITATION

The insurance compensates the insured for reasonable aftercare and medical rehabilitation costs. The aftercare or medical rehabilitation must have been preceded by a medical investigation and be prescribed by a physician following care having been provided within the framework of the insurance and arranged by Bliwa's Healthcare Centre. Aftercare/rehabilitation shall also, according to the treating physician, be necessary to heal the injury and be approved in advance by Bliwa. The aftercare/rehabilitation shall in the first instance be performed by a care provider included in the medical network to which Bliwa has access. Aftercare/rehabilitation can be provided by another care provider if the kind of care provider required is not available in the medical network. Such care and the cost of this must always be approved in advance by Bliwa. The insurance does not compensate costs paid by the county council. The insurance compensates the cost for at most one aftercare/rehabilitation period per insurance event. If the aftercare/rehabilitation relates to treatment by a physiotherapist, naprapath or chiropractor, the insurance compensates up to ten treatments for each insurance event, in addition to treatments under Sub-clause 2.5.4.

Bliwa compensates costs for aftercare and medical rehabilitation by at most SEK 100,000 per insurance event.

#### 2.7 PREMIUM EXTRA LEVEL

In addition to the components described above under the Basic and Premium Levels, the following components are included in the Premium Extra Level unless otherwise agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information and application documents.

#### 2.7.1 HELP AT HOME FOLLOWING AN OPERATION

The insurance compensates the insured for reasonable and necessary help-at-home costs following return to home after an operation performed within the framework of the insurance if the medical condition justifies such help. 'Help at home' means help with household chores such as, for instance, shopping or house cleaning. The insurance compensates reasonable help-at-home costs for a consecutive period of 14 days counted from the day after the insured returns home, though a maximum of 16 hours of help at home per insurance event. The need for and cost of help at home must be approved in advance by Bliwa and performed by a company that holds a business tax certificate. The insurance does not compensate the insured for costs incurred by the company performing the help at home and that relate to anything other than the help performed, such as travel and materials costs.

## 2.7.2 COMPENSATION FOR DEDUCTIBLE IN THE CASE OF CARE ABROAD

The insurance compensates the insured for any cost of deductible under other insurance that has arisen owing to care as a consequence of sickness or an accident during a stay abroad. Compensation may be paid corresponding to the cost of the deductible for the other insurance, though at most SEK 5,000 per trip.

#### 2.7.3 CARDIOVASCULAR EXAMINATION

The insurance covers a cardiovascular examination recommended by Bliwa. This examination must be approved in advance by Bliwa and arranged by Bliwa's Healthcare Centre. The examination shall take place at one of the providers nominated by Bliwa. The insurance covers at most one examination every other year.

#### 2.7.4 WEIGHT-REDUCING OPERATION

The insurance covers operations as a consequence of the insured being overweight. An operation shall be performed following the recommendation of and referral by the treating physician. The referral may not be older than six months for the operation to be covered by the insurance. A precondition for the right to an operation is that the insured has a Body Mass Index (BMI) of at least 35.

The operation must be approved in advance by Bliwa and arranged by Bliwa's Healthcare Centre. The operation shall be performed at one of the clinics included in the medical network to which Bliwa has access. The insurance only affords entitlement to one operation and subsequent programme.

#### 2.7.5 TREATMENT OF SUBSTANCE MISUSE

The insurance compensates the insured for substance misuse treatment costs. 'Substance misuse' means misuse of alcohol, substances classed as narcotics, doping preparations and pharmaceutical misuse. The substance misuse shall be diagnosed and the treatment medically justified. The insurance does not apply to a diagnosis made within 24 months from when the insurance entered into force. The insurance only affords entitlement to compensation for costs for one consecutive uninterrupted treatment period for substance misuse regardless of diagnosis. The treatment shall have been approved in advance by Bliwa.

The insurance covers costs for treatment programmes up to SEK 100,000.

#### 2.7.6 VACCINATION COSTS

The insurance compensates the insured for vaccination costs. The insured shall make their own appointment and pay for the vaccination. Bliwa compensates the insured's vaccination costs on production of an original receipt together with documentation verifying to whom the vaccination cost relates.

Bliwa compensates the insured's vaccination costs by at most SEK 2,000 per year.

### 3. Limitations to Bliwa's liability

The following general limitations apply in addition to the limitations shown in the above description of the Care Insurance. Other limitations may have been agreed in the group agreement and shown in the insurance statement and for voluntary insurance also in the pre-sale information.

#### 3.1 DUTY OF DISCLOSURE

The policyholder and insured are obliged to provide, at the request of Bliwa, information that may be relevant to the issue if insurance is to be concluded, amended or otherwise processed. The policyholder and the insured shall provide correct and complete answers to Bliwa's questions. The insured should also provide Bliwa with information about other circumstances that may affect entitlement to care or compensation under the insurance product.

Bliwa may demand and be entitled to repayment of any insurance compensation paid incorrectly or other costs incurred by Bliwa as a consequence of incorrect information. If the policyholder, insured or anyone else to their knowledge has provided incorrect or incomplete information that is relevant to the assessment of the insured's entitlement to care or compensation under the insurance, this may result in the insurance agreement being invalid or the benefit amounts reduced in accordance with the provisions of the Insurance Contracts Act.

#### 3.2 CONSEQUENCE OF INCORRECT INFOR-MATION

If the policyholder has acted fraudulently or in bad faith when performing their duty of disclosure under Sub-clause 3.1, the insurance agreement may be invalid and Bliwa released from its liability for an insurance event that subsequently occurs. Bliwa may

### Bliwa

in such case retain the premium paid in respect of the preceding periods.

If the policyholder or insured – intentionally or through carelessness that is not insignificant – provided incorrect or incomplete information that was relevant to Bliwa's risk assessment, Bliwa's liability may be limited to the liability that would have applied if correct and complete information had been provided. This may mean that Bliwa is released from liability for an insurance event that has occurred.

Bliwa may give notice of termination or amend the insurance if Bliwa becomes aware that the duty of disclosure has been disregarded in such a way as mentioned above. Notice of termination is given in writing with a three-month term of notice. If Bliwa would have issued insurance on different conditions if it had been aware of the correct information, the policyholder is entitled to continued insurance at an amount corresponding to the premium and conditions otherwise agreed. In such a case, the policyholder must request continued insurance before the period of notice of termination expires.

# 3.3 VALIDITY OF THE INSURANCE IN THE EVENT OF STAYS ABROAD

The insurance does not cover care or costs outside Sweden. However, see Sub-clause 2.7.2 regarding certain compensation in the event of stays abroad.

#### 3.4 VALIDITY OF THE INSURANCE IN THE EVENT OF STATE OF WAR AND POLITI-CAL UNREST

IN THE EVENT OF A STATE OF WAR IN SWE-DEN

A 'state of war in Sweden' means a war or situation for which special legislation applies.

This insurance product does not cover a claim event that occurs while a state of war prevails in Sweden and that may be deemed to be due to the state of war.

# IN THE EVENT OF PARTICIPATION IN A WAR OR POLITICAL UNREST OUTSIDE SWEDEN

The insurance does not apply for a claim event that occurs when the insured participates in a war or political unrest outside Sweden.

IN THE EVENT OF STAYS OUTSIDE SWEDEN IN THE EVENT OF WAR OR WARLIKE POLITICAL UNREST

The following applies if the insured is staying outside Sweden in an area where war or warlike political unrest prevails – but is not personally participating: If the insurance was taken out in conjunction with the outward journey to, or during the stay in, the area and the war or unrest was already underway or there was a manifest risk of war, this insurance does not apply for a claim event that occurs during the stay in the area. Nor does the insurance product cover a claim event that occurs within one year after the end of the stay and that may be deemed to be due to the war or unrest.

#### 3.5 DAMAGE CAUSED BY A NUCLEAR RE-ACTION AND ALSO BIOLOGICAL, CHEMI-CAL AND NUCLEAR SUBSTANCES

The insurance does not cover a claim event whose occurrence or scope is directly or indirectly linked to a nuclear reaction.

Nor does the insurance cover a claim event that has arisen through the spread of biological, chemical or nuclear substances in conjunction with an act of terrorism. 'Act of terrorism' means a harmful act that is penalised where it is committed or where the insurance event occurs and that appears to have been performed with a view to:

- · seriously frightening the population
- inappropriately compelling a public body or international organisation to implement or refrain from implementing certain action
- seriously destabilising or destroying the fundamental political, constitutional, financial or social structures in a country or in an international organisation.

#### 3.6 HAZARDOUS ACTIVITIES

The insurance does not apply for a claim event that adversely affects the insured as a consequence of them having participated in sports, adventurous activities, expeditions or other hazardous activities that cannot be deemed to be exercise or a leisure activity of normal scope and intensity. Hazardous activities include in particular:

- mountaineering, scuba diving, boxing, performing martial arts
- air sports, for instance skydiving, hang gliding, paragliding, hot air ballooning and gliding
- professional motor vehicle competition or training prior to such competition
- participation in team sports, i.e. both competition and training as a result of this, in the top two divisions of the sports of football, American football, rugby, bandy, floorball, basketball, handball or ice hockey.
- participation in sport or athletics if the insured earned income of more than SEK 25,000 per year

owing to their participation (contributions from sponsors are equated to 'income').

#### 3.7 VALIDITY OF THE INSURANCE IN THE EVENT OF CRIMINAL ACTS, INFLUENCE OF ALCOHOL, ETC.

In the event of a claim event, Bliwa's liability or compensation under the insurance will be reduced or denied completely if:

- the insured through gross negligence has induced an insurance event or aggravated its consequences or otherwise must be assumed to have acted or omitted to act even though they knew that this entailed a significant risk of a claim event occurring
- the insured has performed or contributed to a criminal act that may result in imprisonment under Swedish law
- the insured was under the influence of alcohol, other intoxicants, soporifics, narcotic substances or it was a consequence of them having used a pharmaceutical in an improper way.

It is required that the event that caused the claim event was a direct consequence of, or may be deemed to be linked to, one of the above for these limitations to apply. These limitations do not apply if the insured was under the age of 18 or was seriously mentally disturbed at the time of the injury.

#### 3.8 FORCE MAJEURE

Bliwa is not responsible for loss that may arise if the processing of an insurance application, investigation of an insurance event, payment or similar commitment of Bliwa, is delayed owing to an event that lies outside the control of Bliwa. Bliwa should also have taken such action as may reasonably be required of Bliwa to mitigate the consequences of such an event. Examples of such events that may lead to a release from liability as provided above are war, warlike conditions or political unrest, natural disaster, restrictions in public communications or energy supply, Riksdag (Swedish Parliament) decision, measure taken or omitted by a public authority, industrial conflict, blockade, fire, flooding, sickness or major accident or extensive loss or destruction of property. The reservation in respect of industrial conflict and blockade also applies if Bliwa itself is the subject of or has itself taken such a measure.

### 4. Processing of personal data

Bliwa protects your personal privacy. All processing of personal data is performed on the basis of applicable legislation, recommendations issued for the industry and Bliwa's internal rules. You can find out more about how Bliwa processes your personal data at *www.bliwa.se/personuppgifter*. Here you can also find out what rights you have in relation to us. Please contact Bliwa if you would prefer to have this information sent to your home.

# 5. Bliwa's insurance distribution

Bliwa's insurance products may be distributed by Bliwa or another distributor engaged by Bliwa to deal with the distribution. The party distributing the insurance must provide the customer with information about the distribution. For this reason, the following information applies in the event that Bliwa is the insurance distributor.

#### Name of employee who participated in the distribution

Insurance is normally distributed to natural persons digitally or via a standard form; i.e. without the direct assistance of an employee. Insurance may be distributed to legal persons digitally, via a standard form or by communication with an employee at Bliwa. The name of such employee will be indicated, when applicable, by the insurance agreement or notified separately in conjunction with the conclusion of the agreement.

#### Advice

Bliwa does not provide insurance advice to private individuals.

#### Information about remuneration

Remuneration is not payable to Bliwa's employees as a consequence of the distribution of individual insurance agreements.

### 6. If we do not agree

#### RESPONSIBILITY FOR CARE AND ADVICE, ETC.

Bliwa is not responsible in relation to the insured for the care or medical advice that has been arranged through the insurance and provided by a care provider within the framework of the insurance. This means that any claims as a result of care, medical advice, determination of diagnoses or other measures that have been taken by a care provider are to be made against the care provider. This also applies to any measures taken by a cooperating partner that provides healthcare advice on behalf of Bliwa.

#### RECONSIDERATION BY BLIWA

You should in the first instance contact Bliwa if you are dissatisfied with Bliwa's decision in order to have the matter reconsidered. A complaint or request for reconsideration must be presented to

Bliwa within six months from Bliwa's final notice in the matter. However, if new circumstances have occurred, Bliwa will reconsider a matter even after this period has expired. Reconsideration is conducted in accordance with Bliwa's guidelines for dealing with complaints applicable at the time.

In the first instance we would like you to contact the person who dealt with your matter to have it reconsidered. You should contact the Complaints Officer at Bliwa if you are still dissatisfied with the case officer's decision. You can also contact the Complaints Officer or some other instance for dispute resolution in accordance with the following if you are not satisfied with Bliwa's distribution.

Bliwa's Complaints Officer will reconsider your matter free of charge; please write to: Bliwa, Klagomålsansvarig (Complaints Officer), Box 13076, SE-103 02 Stockholm, Sweden or send an email to: *klagomalsansvarig@bliwa.se.* 

## THE SWEDISH CONSUMERS' INSURANCE BU-REAU

The Swedish Consumers' Insurance Bureau can provide general information and guidance on insurance issues. Address: Konsumenternas försäkringsbyrå, Box 24215, SE-104 51 Stockholm. Sweden. Telephone: +46 (0)200-22 58 00.

#### MUNICIPAL CONSUMER ADVICE OFFICER

The consumer advice officer in your municipality can help consumers with general advice and information.

#### THE BOARD FOR INSURANCE OF PERSONS

The Board for Insurance of Persons only considers matters that involve insurance-medical issues and where the Board therefore needs to have support by a consultant physician. Matters at the Board for Insurance of Persons can therefore normally only relate to Bliwa's health, personal accident, healthcare or life insurance policies. Address: Personförsäkringsnämnden, Box 24067, SE-104 50 Stockholm, Sweden. Telephone: +46 (0)8-522 787 20.

#### THE SWEDISH NATIONAL BOARD FOR CON-SUMER COMPLAINTS (ARN)

ARN is a government authority that considers without charge disputes between private individuals and business operators. The Board does not consider disputes relating to amounts of less than SEK 2,000 and does not conduct any medical assessments. Address: Allmänna reklamationsnämnden, Box 174, SE-101 23 Stockholm, Sweden. Telephone: +46 (0)8-508 860 00.

#### JUDICIAL REVIEW

A dispute can also be considered by a general court. A Swedish district court (*tingsrätt*) is the first instance.

### Bliwa

# Bliwa

Bliwa livförsäkring, ömsesidigt Box 13076 SE-103 02 Stockholm, Sweden

kund@bliwa.se, bliwa.se Telephone: +46 (0)8-696 22 80 Bliwa's Healthcare Centre

bliwa@capio.se Telephone: +46 (0)771-108 108 Postal address for documents relating to claims matters: Capio Partner Attn: Bliwa Livförsäkring Sundbybergsvägen 1 171 73 SOLNA