

INCOME PROTECTION INSURANCE FOR MEMBERS OF THE FINANCIAL SECTOR UNION

2023

INSURANCE CONDITIONS
EFFECTIVE AS OF 1 JANUARY 2023

Bliwa

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Introduction

MEANING AND PURPOSE OF THE INSURANCE

Bliwa's income protection insurance may provide the insured with financial protection against loss of income in the event of unemployment occurring during the term of the insurance. The insurance is pure risk insurance, which has no value if it ceases before an insurance event has occurred. A group agreement has been concluded between the Financial Sector Union (*Finansförbundet*) and Bliwa that forms the basis for the insurance. The insurance applies for members of the Financial Sector Union and comprises one compulsory insurance product (compulsory insurance) and one voluntary supplementary insurance.

INSURER

Bliwa Skadeförsäkring AB, corporate identity number 516401-6585 (referred to below as 'Bliwa'), is the insurer. Bliwa is a limited liability company that distributes profits and is owned by Bliwa Livförsäkring, ömsesidigt. 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.

You can obtain information about Bliwa's financial status from our latest adopted annual report. The annual report is available at www.bliwa.se and can be ordered from Bliwa. Bliwa's contact details are shown at the end of these conditions.

Bliwa provides 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.

INFORMATION ABOUT THE CONDITIONS, ETC., APPLICABLE TO THE INSURANCE

These insurance conditions apply from and including 1 January 2023 and apply for insurance events that occur from 1 January 2023 onwards. The insurance is also governed by the group agreement between Bliwa and the Financial Sector Union

together with the information contained in the insurance statement issued after the insurance started to apply. The supplementary insurance is also governed by each group member's insurance application. Furthermore, the Insurance Business Act (2010:2043), Bliwa's Technical Guidelines and Technical Data for Calculations for the business, the Insurance Contracts Act (2005:104) and Swedish law in general also apply.

TAX RULES

The benefits under the insurance are exempted from tax.

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. The policyholder is always obligated to pay the premium for the period that the insurance was in force.

Definitions

UNEMPLOYMENT BENEFIT FUND

A Swedish unemployment insurance fund approved and registered by the Swedish Unemployment Insurance Board (Inspektionen för arbetslöshetsförsäkringen - IAF).

ACTIVITY SUPPORT

Benefits paid by the Swedish Social Insurance Agency (Försäkringskassan) for participation in a labour market policy programme owing to unemployment. Activity support should at least correspond to the unemployment benefit to which you would have been entitled from the unemployment benefit fund.

THE START OF THE UNEMPLOYMENT

In these insurance conditions, 'the start of the unemployment' means the date on which the insured for the first time during the term of the insurance with Bliwa, and for each new benefit period from Bliwa's income protection insurance, applies to the Swedish Employment Service (Arbetsförmedlingen) as a job seeker and subsequently satisfies one of the following two requirements in the definition of 'unemployed'.

UNEMPLOYED

In these insurance conditions, 'unemployed' means:

1. A person who is listed with the Swedish Public Employment Service as a job seeker and who makes a claim for unemployment benefit in accordance with the Unemployment Insurance Act (1997:238).
2. 'Unemployed' is also deemed to include a person who is able to work and who the Swedish Public Employment Service decides should participate in a labour market policy programme owing to unemployment that entitles them to activity support from the Swedish Social Insurance Agency. A person whose work capacity is being investigated is not counted as unemployed. Nor is a person participating in a labour market policy programme owing to sickness deemed to be unemployed according to these conditions.

UNEMPLOYMENT BENEFIT

Income-related benefit in the case of unemployment which is paid by an unemployment benefit fund. Benefit paid by an unemployment benefit fund in the form of a basic amount is not deemed to constitute unemployment benefit in accordance with these insurance conditions.

COMPULSORY INSURANCE

Compulsory income protection insurance that covers all group members who satisfy the conditions for affiliation under Clause 2, and that protects monthly incomes of up to SEK 80,000 with 120 benefit days.

BENEFIT PERIOD FROM THE UNEMPLOYMENT BENEFIT FUND

In these insurance conditions, 'benefit period from the unemployment benefit fund' means the 300 days during which benefits are paid under the Unemployment Insurance Act (1997:238). However, benefits are paid for at most 450 days for an insured who is the parent of a child under the age of 18 on day 300 of the benefit period. A benefit period from the unemployment benefit fund starts with qualifying days except for such insured whose benefit period starts with activity support in accordance with the Activity Support Ordinance (1996:1100).

INSURED

For the compulsory insurance, each group member who has not stated that they have waived the compulsory insurance is an 'insured'. For the supplementary insurance, each insured group member who has been affiliated to the insurance through 'automatic enrolment' or who has themselves taken out the supplementary insurance through an application is an 'insured'.

POLICYHOLDER

The Financial Sector Union is the 'policyholder' for the compulsory insurance. The group member who has taken out the supplementary insurance is the 'policyholder' for the supplementary insurance.

TERM OF INSURANCE

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

GROUP REPRESENTATIVE

The natural or legal person representing the group entitled to insurance in relation to Bliwa, i.e. the Financial Sector Union.

GROUP MEMBER

Each member of the Financial Sector Union who is entitled to be covered by the compulsory insurance in accordance with Clause 2.

QUALIFYING PERIOD

Bliwa applies the same qualifying period for paying benefits from the income protection insurance as the unemployment benefit fund for paying unemployment benefit under the Unemployment Insurance Act (1997:238).

QUALIFICATION PERIOD

The term of the insurance that must elapse before the insured may receive benefits from the insurance. The qualification period must be a consecutive period during the term of the insurance immediately before the start of the unemployment.

MEMBER

In these insurance conditions, 'member' means an active member of the Financial Sector Union.

SUPPLEMENTARY INSURANCE

Voluntary income protection insurance that can be taken out by a group member who is covered by the compulsory insurance or as such a member has been affiliated through 'automatic enrolment'. The supplementary insurance protects monthly incomes of up to SEK 120,000 and extends the benefit period with up to 180 benefit days so that the benefit period of the income protection insurance amounts in total to 300 days with compulsory and supplementary insurance.

1. Common provisions

1.1 INFORMATION ABOUT THE GROUP AGREEMENT AND COMPULSORY AND VOLUNTARY INSURANCE

GROUP AGREEMENT

A valid group agreement is a precondition for an individual group insurance agreement. This insurance is governed by a group agreement between Bliwa and the Financial Sector Union. The group agreement determines the scope of the insurance, 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 Financial Sector Union or Bliwa may give notice terminating the group agreement. If notice is given terminating the group agreement, this means that all insurance products issued on the basis of the group agreement cease to apply.

COMPULSORY GROUP INSURANCE

In the case of compulsory group insurance, those specified in the group agreement as being entitled to insurance are automatically covered by the insurance with Bliwa. The insurance agreement is concluded between the Financial Sector Union, as the policyholder, and Bliwa. However, each insured is deemed to be a policyholder in terms of the right to insurance benefits, their relationship with creditors and also the right to control the insurance.

VOLUNTARY GROUP INSURANCE

In the case of voluntary insurance, each group member can make their own decision if they want to be covered by the insurance through the group member not actively declining the insurance protection within the period set at the time of automatic enrolment or otherwise through applying for the insurance. The insurance agreement is concluded between the group member, as the policyholder, and Bliwa.

1.2 INFORMATION ABOUT THE INSURANCE CONDITIONS AND THE INDIVIDUAL INSURANCE AGREEMENT

These insurance conditions apply for each group insurance concluded on the basis of the group agreement. Each group insurance is also governed by any application documents and insurance statement.

1.3 TERM OF VALIDITY OF THE INSURANCE

The insurance applies for no more than four months at a time. However, the first term of insurance for new policies runs until the end of the existing term of insurance, i.e. up to and including either 30 April, 31 August or 31 December of the year in which the insurance was taken out. The term of insurance subsequently runs for four months at a time. The insurance will be renewed periodically for four months at a time provided neither the insurance nor the group agreement has been terminated at the end of the term of the insurance. Bliwa is entitled to, in conjunction with the renewal of the insurance, terminate the insurance, amend the insurance conditions and the premium. 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.

1.4 AFFILIATION TO THE INSURANCE

The compulsory insurance is compulsory. This means that those entitled to the insurance are covered by the compulsory insurance without making an application.

A new member who is affiliated to the compulsory insurance, and who has not attained the age of 64, is affiliated to the voluntary supplementary insurance through automatic enrolment. The group member can also on a later occasion apply to be affiliated to the supplementary insurance. In the case of automatic enrolment the group member is affiliated through not actively declining the insurance protection within the period set.

In the case of automatic enrolment, the group member will be provided with special information, among other things about the possibility of declining the insurance. If a member in the case of automatic enrolment opts to decline the supplementary insurance, they can on a later occasion apply for the supplementary insurance. The application form for the voluntary supplementary insurance can be printed out from www.bliwa.se/Finansförbundet or ordered from Bliwa.

1.5 WHEN THE INSURANCE PRODUCTS START TO APPLY

When the compulsory insurance starts to apply is specified in Sub-clause 2.2. When the supplementary insurance starts to apply is specified in Sub-clause 3.2.

1.6 PREMIUM

The price for the insurance products ('the premium') is calculated and determined by Bliwa for each term of insurance (four-month period) on the basis of,

among other things, the group's income levels and the development of claims within the group. The premium may be adjusted by Bliwa in conjunction with the insurance being renewed upon each new term of insurance. The premium for compulsory insurance is specified in the group agreement between Bliwa and the Financial Sector Union. The premium for the supplementary insurance is indicated by the application form provided by the Financial Sector Union or Bliwa. The premium for the insurance must be paid by the policyholder. This means that the Financial Sector Union is responsible for paying for the compulsory insurance while the group member who has taken out the supplementary insurance is responsible for paying for this. Bliwa notifies the Financial Sector Union of the premium for the compulsory insurance and the group member of the premium for the supplementary insurance.

A premium must be paid throughout the term of the insurance. There is no entitlement to premium waiver in the case of, for example, sickness.

1.6.1 NOTICE OF TERMINATION OWING TO UNPAID PREMIUM

The premium for the compulsory insurance must be paid in the manner agreed in the group agreement between the Financial Sector Union and Bliwa. The first premium for the voluntary supplementary insurance must be paid within 14 days from the date on which 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. If the premium relates to a period of more than one month, the premium must be paid no later than one month from the date on which Bliwa sent a premium payment demand. Bliwa is entitled to give notice terminating the insurance if the premium is not paid on time and the delay is not insignificant. If the premium for the compulsory insurance is not paid on time, all insurance products issued on the basis of the group agreement cease to apply as a consequence of the notice of termination. However, if the premium for the supplementary insurance is not paid on time, it is only this insurance that ceases to apply as a consequence of the notice of termination.

Notice of termination takes effect 14 days after Bliwa issued the notice, unless the premium is paid within this time. Notice of termination of the compulsory insurance will be sent to the Financial Sector Union and provided to the insured through the agency of the Financial Sector Union, for example by publication in the Financial Sector Union's maga-

zine. Notice of termination of the supplementary insurance will only be sent to the insured who has not paid the premium on time.

1.7 WHEN THE INSURANCE PRODUCTS CEASE TO APPLY

When the compulsory insurance ceases to apply is specified in Sub-clause 2.3. When the supplementary insurance ceases to apply is specified in Sub-clause 3.3.

1.8 EXTENDED COVER PROTECTION

Extended cover protection does not apply for the insurance owing to the nature of the insurance.

1.9 MEASURES REQUIRED FOR BENEFITS TO BE PAID

The insured must apply in writing for benefits from Bliwa on a special form or via bliwa.se/minasidor as soon as possible after the start of the unemployment. The standard form can be printed out from www.bliwa.se/finansforbundet or ordered from Bliwa.

The documents and other information that Bliwa considers are necessary to assess the insured's right to insurance benefits must be submitted to Bliwa. Bliwa does not compensate the insured's costs for arranging this. If required for Bliwa to be able to assess the right to insurance benefits, and if Bliwa so requests, the insured shall submit an authorisation so that Bliwa can obtain information from the Financial Sector Union or another union, an unemployment insurance fund, the Swedish Public Employment Service, an employer, physician, hospital, other care establishment, the Swedish Social Insurance Agency, a public authority or another insurance provider. If the insured does not submit such an authorisation, Bliwa may deny the right to insurance benefits. Clause 5 describes how Bliwa processes the information obtained.

Bliwa is not obliged to pay insurance benefits before the insured has complied with the measures specified above and has presented or assisted with Bliwa's investigation in the manner that may reasonably be requested to enable Bliwa to determine its payment obligation.

1.10 WHEN BENEFITS ARE PAID

Bliwa pays out the benefit to the insured when Bliwa has established that an insurance event has occurred and the insured has performed the measures specified and also when other preconditions for entitlement to benefits according to these conditions have been satisfied.

1.11 BENEFITS IN THE CASE OF UNEMPLOYMENT

Benefits from the insurance supplement the benefits that may be paid in the case of unemployment, for example from the unemployment benefit fund. The unemployment benefit fund only pays benefits for monthly incomes up to the benefit ceiling under the Unemployment Insurance Act (1997:238). According to the Unemployment Insurance Act (1997:238), benefits of 80 per cent of the daily earnings are paid for the first 200 days of the unemployment benefit fund's benefit period and 70 per cent of the daily earnings for the remaining benefit days.

If the insured, for example, after using a benefit period from the unemployment benefit fund, is granted a further benefit period from the unemployment benefit fund, the daily allowance from the unemployment benefit fund for the new period is based on either 65 per cent of the old normal income determined for the insured or 80 per cent of the last normal income determined for the insured, depending on what is most advantageous for the insured. Bliwa always follows the unemployment benefit fund's decisions about the various levels.

If the insured receives other benefits owing to unemployment, the unemployment benefit fund coordinates its benefits so that the total benefits do not exceed the levels referred to above.

1.12 QUALIFYING PERIOD

Each benefit period from income protection insurance normally starts with a qualifying period. The qualifying period for the insurance always coincides with the qualifying period for the unemployment benefit fund. The insured is not entitled to benefits from the insurance during the qualifying period.

1.13 INTEREST ON LATE PAYOUT OF BENEFITS

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 benefits 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 4.3.

1.14 TIME LIMIT

A party who wishes to receive insurance benefits or other insurance cover must institute proceedings against Bliwa within ten years from the date on which the circumstance in respect of which the in-

surance 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.

1.15 DEALINGS WITH THE INSURANCE

None of the insurance products may be assigned or pledged.

1.16 AMENDMENT OF THE INSURANCE CONDITIONS

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 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 amendments of a nominal nature, may start to apply immediately. Other amendments start to apply one month after Bliwa notified the amendment. Bliwa is also entitled to notify new insurance conditions in connection with renewal of the insurance; see Sub-clause 1.3.

2. Compulsory insurance

2.1 WHO IS AFFILIATED TO THE INSURANCE

A person who has not attained the age of 66 (up to and including the month preceding the month in which they attain the age of 66) and who is a member of the Financial Sector Union, as defined by these insurance conditions, is automatically insured by the compulsory insurance from the date specified in Sub-clause 2.2. However, this does not apply to those who have attained the former lower age at expiry of 65 during 2022.

2.2 WHEN THE INSURANCE STARTS TO APPLY

The compulsory insurance applies from and including the time when the member satisfies the affiliation conditions contained in Sub-clause 2.1. The member is a group member and thereby insured by the compulsory insurance from this point in time. If the group member decides to waive the compulsory insurance (see Sub-clause 2.3), they can subsequently opt to be affiliated to the insurance again

subject to the precondition that they satisfy the other affiliation conditions. The insurance applies in such a case from the later point in time of affiliation.

2.3 WHEN THE INSURANCE CEASES TO APPLY

The insurance ceases to apply no later than at the end of the month preceding the month in which the insured attains the age of 66. The insurance also ceases to apply if the group agreement between Bliwa and the Financial Sector Union ceases, the insured is no longer a member of the Financial Sector Union or if Bliwa has given notice terminating the insurance because the premium was not paid on time. In accordance with the Insurance Contracts Act, the insured may opt to waive the insurance. However, this does not mean that the obligation to pay a premium ceases.

2.4 PRECONDITIONS FOR ENTITLEMENT TO BENEFITS

Bliwa requires the insured to be able to show that all requirements according to Sub-clauses 2.4.1 to 2.4.5 have been satisfied during the term of the insurance for entitlement to benefits from the income protection insurance in the case of unemployment.

2.4.1 BENEFITS HAVE BEEN GRANTED BY THE UNEMPLOYMENT BENEFIT FUND

Entitlement to insurance benefits requires the insured to be unemployed and, according to a decision from the unemployment benefit fund, entitled to income-related unemployment benefit or activity support and to be receiving payments for such benefits. Furthermore, the insured's normal income must exceed the benefit ceiling under the Unemployment Insurance Act (1997:238); see Sub-clause 2.6.2 for the amount of benefit.

2.4.2 BENEFITS FROM A COLLECTIVELY AGREED INCOME SECURITY SOLUTION

If it is likely that the insured satisfies the conditions for receiving benefits under a collectively agreed income security solution (corresponding to a severance payment) the insured must, at the request of Bliwa, be able to show that they applied for such benefits in order to be entitled to benefits under the income protection insurance with Bliwa.

2.4.3 DECISION ABOUT NORMAL INCOME OVER THE BENEFIT CEILING

Entitlement to insurance benefits requires that the insured has a normal income, in accordance with the decision by the unemployment benefit fund made at the start of the unemployment or in conjunction with entitlement to income-related unem-

ployment benefit first arising, that exceeds the benefit ceiling under the Unemployment Insurance Act (1997:238); see Sub-clause 2.6.2 for the amount of benefit. If the insured, at the start of the unemployment, has a normal income determined by the unemployment benefit fund that is less than the income benefit ceiling under the Unemployment Insurance Act, they are not entitled to benefits from the compulsory insurance. This also applies if the unemployment benefit fund were to determine later during the unemployment benefit fund's benefit period that the insured's normal income is of an amount that exceeds the income benefit ceiling. A person who, after only being entitled to a 'basic amount' from the unemployment benefit fund, subsequently becomes entitled to income-related benefits during the unemployment benefit fund's benefit period and at the same time has a normal income determined by the unemployment benefit fund that exceeds the benefit ceiling under the Unemployment Insurance Act, is entitled to benefits from the compulsory insurance if all other conditions for such benefits have been satisfied.

2.4.4 QUALIFICATION PERIOD

The insured must have been a member of the Financial Sector Union and covered by the compulsory insurance with Bliwa for the past 12 months preceding the start of the unemployment, without interruption, to be entitled to insurance benefits.

2.4.5 OTHER REQUIREMENTS FOR RECEIVING BENEFITS IN THE EVENT OF UNEMPLOYMENT

Furthermore, entitlement to insurance benefits requires that:

- the insured is still a member of the Financial Sector Union at the start of the unemployment and throughout the benefit period
- the compulsory insurance applies at the start of the unemployment and continues to do so throughout the benefit period
- the insured has not made any claim for unemployment benefit or activity support during the 12 months immediately preceding the start of the unemployment.
- the insured must have had no employment and earned income for that part for which benefits are being applied. 'Earned income' means such income regarded as earned income by the unemployment benefit fund. The insured cannot receive benefits from the income protection insurance during the period that the insured is entitled to severance pay.

2.4.6 INVOLUNTARY UNEMPLOYMENT

The insured is also required to be entitled to benefits not to have, in the assessment of the unemployment benefit fund, caused their unemployment without a valid reason. If the insured has caused their unemployment without a valid reason, the unemployment benefit fund will decide on 'suspended days'. If the unemployment benefit fund has decided on 'suspended days', no insurance benefits will be paid by Bliwa for the subsequent benefit period from the unemployment benefit fund.

In the event that the unemployment benefit fund does not decide on suspended days, Bliwa will pay out insurance benefits because the unemployment benefit fund has made the assessment that the insured had a valid reason to cause their unemployment. Bliwa will thus completely follow the decision of the unemployment benefit fund when assessing whether these conditions have been satisfied.

2.5 TRANSITIONAL RULES FOR NEW TRADE UNION AFFILIATION

To achieve a 12-month qualification period, an insured may be credited with the time by which they have been insured with an equivalent income protection insurance through another trade union. 'Equivalent insurance' means income protection insurance on similar terms taken out in the form of group insurance. It is Bliwa that determines whether an insurance may be deemed to be equivalent to Bliwa's group insurance and consequently afford the right to be credited with a qualifying period. For the compulsory insurance, in order to be credited with the qualification period through another trade union in Sweden, the insured is required to have been covered by the previous income protection insurance and have been a member of the other trade union in Sweden, without interruption, up until first membership of the Financial Sector Union and second the compulsory insurance with Bliwa entered into force. A qualification period may be credited from one compulsory or voluntary group insurance that Bliwa considers to be equivalent.

2.6 BENEFITS FROM THE COMPULSORY INSURANCE

The insured must notify an insurance event and request benefits from the insurance in writing on a special form to be submitted to Bliwa as soon as possible after the start of the unemployment; see Sub-clause 1.9.

2.6.1 PROTECTED INCOME

In addition to salary, other normal remuneration that is taxed as earned income is included in the income

that may be protected in accordance with the rules contained in the Unemployment Insurance Act (1997:238). However, other temporary or irregularly paid remuneration is not included.

The compulsory insurance protects that part of the insured's monthly income that exceeds the benefit ceiling under the Unemployment Insurance Act (1997:238) and up to SEK 80,000 per month. It is possible to protect higher incomes through the supplementary insurance, Clause 3.

2.6.2 AMOUNT OF BENEFIT

When calculating benefits from the income protection insurance, Bliwa follows the decision about normal income made by the unemployment benefit fund at the start of the unemployment in conjunction with entitlement to income-related unemployment benefit first arising or upon a recalculation of normal working hours by the unemployment benefit fund as a result of an interruption in the payment of benefits by the unemployment benefit fund for 25 weeks or more. Bliwa does not consider any other recalculations of normal income made by the unemployment benefit fund. Benefits from Bliwa's income protection insurance may never be based on a higher income than the normal income determined by the unemployment benefit fund. When the unemployment benefit fund determines the normal income, this is normally done based on the past 12 months. When your salary changes, it may then take up to 12 months before the amount of the normal income is the same as your actual salary.

Bliwa calculates the amount of benefit as follows: 80 per cent, days 1 to 200 and 70 per cent from day 201 of the unemployment benefit fund's benefit period, of the lowest of the insured's normal income (as determined by the unemployment benefit fund) or the protected monthly income, less a standard deduction in accordance with tax table 30, column 5, regardless of where in the country the insured is registered in the population register or lives. After the standard deduction, the amount is also reduced by any other benefits that the insured receives owing to the unemployment, for example, from one of the employment security councils. Bliwa's calculation of benefits from the employment security council is based on the income registered with the security council and in accordance with the percentage rate that the insured is entitled to under an applicable employment security agreement. Bliwa also makes a standard deduction in accordance with tax table 30, column 5. The amount left constitutes the maximum possible benefit amount to which the insured is entitled in total owing to unemployment. The unemployment benefit fund benefit is then cal-

culated in a corresponding way. Bliwa pays out benefits corresponding to the difference between the maximum possible total benefit amount and benefits from the unemployment benefit fund. No consideration is taken of any tax adjustment decision when determining the standard deduction. Bliwa making a standard deduction does not mean that tax is deducted and remitted to the Swedish Tax Agency. The deduction is only made for the purpose of making a correct estimation of the right to insurance benefits. Bliwa applies standard deductions according to the tax table that applies at the time of unemployment. This means that Bliwa does not recalculate the standard deduction when the Swedish Tax Agency updates the tax table.

If the insured has used all of their benefit days for the unemployment benefit fund's benefit period and is granted a new benefit period with the unemployment benefit fund, Bliwa will follow the new decision made by the unemployment benefit fund as regards the amount of your normal income and calculate the benefits on the basis of the same percentage rate as the unemployment benefit fund.

If the unemployment benefit fund decides to suspend benefits from the unemployment benefit fund for a certain period as a result of the insured having neglected their job seeking activities or extended their period of unemployment, Bliwa will not pay out insurance benefits from the compulsory insurance for a corresponding period. Bliwa thus completely follows the decision of the unemployment benefit fund when assessing whether these conditions have been satisfied.

2.6.3 BENEFIT PERIOD FOR THE COMPULSORY INSURANCE

Benefits under the compulsory insurance are paid out in the form of daily benefits for no more than 120 benefit days and subject to the precondition that the insured is still unemployed and receiving income-related unemployment benefit paid by the unemployment benefit fund or alternatively activity grant from the Swedish Social Insurance Agency. 22 days per month is used as a calculation basis when Bliwa calculates the amount of the daily benefit allowance. Days when no benefits are paid from the insurance owing to, for example, coordination, are deducted from the benefit period for the compulsory insurance. It is possible to extend the benefit period for the income protection insurance through the supplementary insurance, Clause 3.

2.6.4 COORDINATION OF PAYMENTS

Bliwa only pays out benefits from the income protection insurance at an amount whereby the total bene-

fits that the insured receives owing to unemployment (from the unemployment benefit fund, employment security council or other insurance) or national pension granted do not exceed the following levels:

- 80 per cent (days 1 to 200 of the unemployment benefit fund's benefit period)
- 70 per cent (from day 201 of the unemployment benefit fund's benefit period)
- 65 per cent; see above under Sub-clause 1.11.

Bliwa always follows the unemployment benefit fund's decisions about the various levels. In all cases, Bliwa makes a standard deduction from the normal income determined by the unemployment benefit fund corresponding to regular state and municipal tax in accordance with tax table 30, column 5. If the insured receives other benefits owing to unemployment or has been granted national pension and the benefits together with benefits from the unemployment benefit fund constitute at least 80, 70 and 65 per cent of the normal income determined respectively after a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5, this means that Bliwa does not pay any benefits.

Bliwa does not pay back premiums on account of the benefit amount being reduced as a consequence of coordination.

2.6.5 RECOVERY

If a payment from Bliwa means that the insured has received total benefits that exceed 80, 70 and 65 per cent of the normal income that has been determined by the unemployment benefit fund, after a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5, Bliwa is entitled to claim back the benefits paid. The recovery corresponds to that part of Bliwa's amounts paid that exceed 80, 70 and 65 per cent of the insured's normal income after a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5.

Bliwa also reserves the right to recover benefits paid for days that the unemployment benefit fund has decided to recover benefits paid under the Unemployment Insurance Act (1997:238).

2.6.6 BENEFIT IN THE CASE OF REPEATED UNEMPLOYMENT

Insurance benefits are paid for no more than 120 benefit days from the compulsory insurance. If the unemployment ceases before benefits have been paid for 120 days, the insured is entitled to benefits for the remaining number of benefit days if they

should be affected by new unemployment during the term of insurance and within 12 months from when the previous unemployment ceased. This is subject to the precondition that the insured otherwise satisfies the preconditions for entitlement to benefits.

If the insured has been covered by equivalent income protection insurance (see Sub-clause 2.5), and has received benefits from this insurance, they may be entitled to benefits in the case of the new unemployment of the insured within 12 months from when the previous unemployment ceased. This is subject to the precondition that the insured has not received benefits for all benefit days under the previous insurance. However, it is required that the insured was covered by the previous income protection insurance and was a member of the other union and the unemployment benefit fund, without interruption, up until the membership of the Financial Sector Union and income protection insurance with Bliwa entered into force. If benefits are payable from the insurance, the benefit days that the insured took from their previous insurance are deducted.

An insured who has received benefits for all 120 benefit days and once again becomes unemployed must during the benefit period once more satisfy the requirements for benefits in accordance with Sub-clauses 2.4.1 to 2.4.6 to be entitled to benefits from the insurance in the event of new unemployment during the term of insurance. The insured may not have made any claim for unemployment benefit or activity support during the 12 months immediately preceding the start of their unemployment in order to be able to receive benefits from the insurance again.

2.6.7 AMENDMENT OF DECISION

If the unemployment benefit fund retroactively amends the amount of the insured's normal income under the Unemployment Insurance Act (1997:238), the insured may, based on the decision of the unemployment benefit fund, request a reconsideration of Bliwa's decision about the amount of benefit.

2.6.8 BENEFITS WHEN THE GROUP AGREEMENT CEASES

If the group agreement ceases, the main rule is that all insurance products taken out on the basis of the group agreement also cease. Bliwa still undertakes to continue to pay out benefits to an insured who, when the agreement ceases, has started a new benefit period from the income protection insurance but has not received benefits for all 120 benefit days. Bliwa then pays out the number of benefit days remaining, subject to the precondition that the insured during the benefit period for the income pro-

tection insurance satisfies the requirements for entitlement to benefits according to Sub-clause 2.4. If the period of unemployment stops before all benefit days have been paid, entitlement to benefits ceases at the point in time when the unemployment ceases.

3. Voluntary supplementary insurance

It is possible to extend the benefit period for the income protection insurance by 180 days through the supplementary insurance. The insured can thus receive benefits in the case of unemployment for up to 300 benefit days in total. It is also possible under the supplementary insurance to protect monthly incomes of up to SEK 120,000 in total. The various income levels that may be secured are shown by the pre-sale information and application documents.

3.1 WHO IS AFFILIATED TO THE INSURANCE

A new member of the Financial Sector Union who is affiliated to the compulsory insurance and who has not attained the age of 64 – is automatically affiliated from the same point in time to the supplementary insurance through automatic enrolment. A further precondition for being able to affiliate to the voluntary supplementary insurance is that the member is permanently resident in Sweden. Automatic enrolment means that the member has the possibility to decline insurance protection during the enrolment period. The enrolment period is 3 months counted from the date shown in the information letter sent by Bliwa to the group member in conjunction with them becoming a new member of the Financial Sector Union and who otherwise satisfies the preconditions for affiliation. The insured is covered by the supplementary insurance during the enrolment period.

A member who opts to decline the supplementary insurance during the enrolment period may thereafter apply for the supplementary insurance. Bliwa will grant such an application for supplementary insurance subject to the precondition that the member is covered by the compulsory insurance and has not attained the age of 66 and that the member certifies that they have not been given notice of termination nor claiming unemployment benefit or activity support at the time of application.

A precondition for being able to affiliate to the voluntary supplementary insurance is that the member is permanently resident in Sweden.

3.2 WHEN THE INSURANCE STARTS TO APPLY

The supplementary insurance applies from the date on which the insurance application is received by

Bliwa, subject to the precondition that the premium is subsequently paid on time; see Sub-clause 1.6.1.

3.3 WHEN THE INSURANCE CEASES TO APPLY

The insurance ceases to apply no later than at the end of the month preceding the month in which the insured attains the age of 66. The insurance also ceases to apply if the group agreement between Bliwa and the Financial Sector Union ceases, the insured is no longer a member of the Financial Sector Union or if Bliwa has given notice terminating the insurance because the premium was not paid on time. The insured may also themselves give notice terminating the insurance at any time. If the compulsory insurance ceases, notice will be given terminating the supplementary insurance at the same time.

3.4 PRECONDITIONS FOR BENEFITS

The insured's entitlement to benefits is considered separately for the compulsory insurance and the supplementary insurance.

In addition to the insured being entitled to benefits from the compulsory insurance, the other preconditions for entitlement to benefits contained in Sub-clauses 2.4.1 to 2.4.6 and 3.4.1 to 3.4.2 must be satisfied for benefits to be paid out from the supplementary insurance.

3.4.1 QUALIFICATION PERIOD

The insured must have been a member of the Financial Sector Union and covered by the supplementary insurance with Bliwa for the past 12 months preceding the start of the unemployment, without interruption, to be entitled to insurance benefits under the supplementary insurance.

An insured who is covered by the compulsory insurance and receives an increase in income whereby the monthly income exceeds the benefit ceiling for the compulsory insurance (SEK 80,000) may be credited for the qualification period from the compulsory insurance in the supplementary insurance if they apply for the supplementary insurance within the time limit referred to below. However, this does not apply to a person who already had an income exceeding the benefit ceiling for the compulsory insurance prior to the increase in income, but has not applied for the supplementary insurance.

Those who are already insured by the supplementary insurance and, as a consequence of an increase in income, apply for a higher level within the supplementary insurance, may be credited for the qualification period from the earlier lower level under the supplementary insurance, though subject to the

precondition that the application for the higher level is made within the following time limit.

The higher level applies without a new qualification period provided the application is received by Bliwa within three months from the latest of the following two points in time:

- a) the insured became aware of the change in income
- b) the new income started to apply.

However, a new qualification period of 12 months applies to the higher level if the application is received by Bliwa later.

The transitional rules contained in Sub-clause 2.5 also apply to the supplementary insurance. However, for the supplementary insurance the following applies for the Financial Sector Union's supplementary insurance to be credited with a qualification period from another trade union's voluntary income protection insurance:

- The person who is covered by equivalent voluntary supplementary insurance with a previous trade union must, within one month from their membership of the Financial Sector Union and the compulsory insurance with Bliwa having entered into force, apply for the Financial Sector Union's voluntary supplementary insurance. If the application is made after the above-mentioned time limit, a qualification period from the previous union cannot be credited.

A qualification period may be credited from one voluntary supplementary insurance to another voluntary supplementary insurance that Bliwa has determined to be equivalent.

3.4.2 OTHER REQUIREMENTS FOR ENTITLEMENT TO BENEFITS

Furthermore, entitlement to insurance benefits requires that:

- the insured is still a member of the Financial Sector Union at the start of the unemployment and for the entire benefit period for the income protection insurance
- the compulsory insurance and the supplementary insurance apply at the start of the unemployment and continue to do so throughout the benefit period for the income protection insurance
- the insured has not made any claim for unemployment benefit or activity support during the past 12 months preceding the start of the unemployment.

3.5 BENEFITS FROM THE SUPPLEMENTARY INSURANCE

The insured does not need to make a separate request for payment from the supplementary insurance. If the supplementary insurance applies for an income level that exceeds the highest level for the compulsory insurance (SEK 80,000), payments will be made from the compulsory and the supplementary insurance at the same time, provided the pre-conditions for entitlement to benefits from the compulsory and the supplementary insurance are satisfied and also that the insured is still unemployed and receiving income-related unemployment benefit paid from the unemployment benefit fund. However, see Sub-clause 3.5.2 concerning the amount of benefit.

If the supplementary insurance applies for the same income level as the compulsory insurance, Bliwa starts payments from the supplementary insurance immediately after all of the benefit days for the compulsory insurance have been paid out, subject to the precondition that the insured is still unemployed and receiving income-related unemployment benefit paid from the unemployment benefit fund or alternatively activity support from the Swedish Social Insurance Agency.

3.5.1 PROTECTED INCOME

The conditions concerning protected income contained in Sub-clause 2.6.1, first paragraph, apply in a corresponding way for supplementary insurance. The supplementary insurance applies for monthly incomes of up to SEK 120 000. Which of the various levels of income that may be protected are shown in the pre-sale information and the application documents.

3.5.2 AMOUNT OF BENEFIT

The conditions concerning the amount of benefit, contained in Sub-clause 2.6.2, under the compulsory insurance apply in a corresponding way for supplementary insurance. Benefits from Bliwa's supplementary insurance can never be based on a higher income than the normal income determined by the unemployment benefit fund. Nor may the amount of benefit be based on a higher income than that which the insured has applied for and been granted by Bliwa. If the insured's normal income is lower than the protected income, the amount of the benefit will thereby be based on the normal income. Conversely, if the insured's normal income is greater than the protected income, the amount of the benefit will be based on the protected income.

3.5.3 BENEFIT PERIOD FOR THE SUPPLEMENTARY INSURANCE

The conditions concerning the benefit period for the compulsory insurance contained in Sub-clause 2.6.3 under compulsory insurance apply in a corresponding way for the supplementary insurance. However, with the compulsory insurance together with the supplementary insurance, the benefit period for the income protection insurance is up to 300 days.

3.5.4 COORDINATION OF PAYMENTS

The conditions concerning coordination contained in Sub-clause 2.6.4 under compulsory insurance apply in a corresponding way for the supplementary insurance.

3.5.5 RECOVERY

The conditions concerning recovery contained in Sub-clause 2.6.5 under compulsory insurance apply in a corresponding way for the supplementary insurance.

3.5.6 BENEFIT IN THE CASE OF REPEATED UNEMPLOYMENT

The conditions concerning benefits in the case of repeated unemployment contained in Sub-clause 2.6.6 apply in a corresponding way for supplementary insurance.

3.5.7 AMENDMENT OF DECISION

The conditions concerning amendment of a decision contained in Sub-clause 2.6.7 under compulsory insurance apply in a corresponding way for the supplementary insurance.

3.5.8 BENEFITS WHEN THE GROUP AGREEMENT CEASES

The conditions concerning benefits when the group agreement ceases contained in Sub-clause 2.6.8 apply in a corresponding way for supplementary insurance.

4. Limitations to Bliwa's liability

4.1 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. Bliwa may demand and be entitled to repayment of insurance compensation paid incorrectly 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 as-

assessment of the insured's entitlement to benefits under the compulsory or supplementary 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.

4.2 CONSEQUENCE OF INCORRECT INFORMATION

If the policyholder has acted fraudulently or in bad faith when performing their duty of disclosure under Sub-clause 4.1, the insurance agreement may be invalid and Bliwa released from its liability for an insurance event that subsequently occurs. Bliwa may in such case retain the premium paid in respect of the preceding periods.

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 the sum insured 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.

4.3 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, new or amended law, 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.

4.4 LEGAL REPRESENTATIVE

The insurance does not compensate the cost of engaging a legal representative.

5. Processing of personal data

Bliwa protects your personal privacy. All processing of personal data is performed on the basis of appli-

cable 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.

6. Bliwa's insurance distribution

Bliwa's insurance 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.

7. If we do not agree

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 occur, 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. If you are still dissatisfied with the case officer's decision, you can contact the Complaints Officer at Bliwa. 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 BUREAU

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 NATIONAL BOARD FOR CONSUMER COMPLAINTS (ARN)

ARN is a government authority that considers without charge disputes concerning private individuals and business operators. The Board applies limits in respect of values that may mean that disputes involving low values are not considered. Nor does the Board conduct any medical assessments. Address: Allmänna reklamationsnämnden, Box 174, SE-101 23 Stockholm, Sweden. Telephone: +46 (0)8-508 860 00.

JUDICIAL REVIEW

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

Bliwa

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