

INSURANCE CONDITIONS • EFFECTIVE AS OF 1 MAY 2024

# **Income Protection Insurance for members of Ledarna**

# **Bliwa**

**A COOPERATION BETWEEN LEDARNA AND BLIWA**

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# Introduction

## Meaning and purpose of the insurance

Bliwa's income protection insurance provides the insured with financial protection against loss of income in the event of involuntary 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 Ledarna Sveriges chefsorganisation [Swedish Organisation for Managers] (referred to below as 'Ledarna') and Bliwa that forms the basis for the insurance. The insurance applies for members of Ledarna and comprises one compulsory insurance product (compulsory insurance) and two voluntary supplementary insurance products.

## 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 Erlander-gatan 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 also be ordered by contacting Bliwa.

## Information about the conditions, etc., applicable to the insurance

These insurance conditions apply from and including 1 May 2024 and apply for insurance events that occur from 1 May 2024 onwards. The insurance is also governed by the group agreement between Bliwa and Ledarna together with the information contained in the insurance statement issued after insurance started to apply or when new income has been registered that leads to a placement with another income band. The supplementary insurance products are 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 insurance products constitute capital insurance according to the Income Tax Act (1999:1229). This means, among other things, that the premiums paid for the insurance are not tax deductible and that the insurance benefits paid 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

In these insurance conditions, 'activity support' means 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

In these insurance conditions, 'unemployment benefit' means income-related benefit or basic amount in the case of unemployment which is paid by an unemployment benefit fund.

## 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 150 benefit days.

**Bonus**

Variable performance-related remuneration for an employee that is paid in addition to the contracted salary and which does not comprise commission.

**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 from the unemployment benefit fund are paid for at most 450 days for those who are the parent of a child under the age of 18 on day 300 of the benefit period. A benefit period starts with qualifying days except for those whose benefit period start with activity support in accordance with the Activity Support Ordinance (1996:1100).

**Insured**

For the compulsory insurance, each group member is an 'insured'. For the supplementary insurance products, each group member who has taken out the respective supplementary insurance product is an 'insured'.

**Insurance event**

An occurrence that is covered by the insurance conditions and affords an entitlement to insurance benefit.

**Policyholder**

Ledarna is the 'policyholder' for the compulsory insurance. The group member who has taken out supplementary insurance is the 'policyholder' for the respective supplementary insurance.

**Term of insurance**

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

**Basic amount**

A person who does not satisfy the preconditions according to the Unemployment Insurance Act (1997:238) in order to obtain income-related benefit paid by the unemployment benefit fund may receive the payment of a basic amount from the unemployment benefit fund in the event of unemployment.

This basic amount is calculated by the unemployment benefit fund and is based on the average number of hours that the person in question has worked.

**Group representative**

The natural or legal person representing the group entitled to insurance in relation to Bliwa, i.e. Ledarna in Sweden.

**Group member**

Each member of Ledarna in Sweden who is entitled to be covered by the insurance in accordance with Clause 2.

**Income-related benefit**

A person who satisfies the preconditions according to the Unemployment Insurance Act (1997:238) may receive a payment of income-related benefit from the unemployment benefit fund. The benefit from the unemployment benefit fund is based on your earlier income.

It is the normal income determined by the unemployment benefit fund that forms the basis for the amount of the income-related benefit.

**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 occupationally active or unemployed member of Ledarna who is paying a membership fee, and who otherwise satisfies Ledarna's conditions for membership and who is not a passive member in the form of a student member or a retired member.

**Business operation**

Professional operation that is conducted regularly on a permanent basis by a natural person, for example a sole trader. This does not mean a person who receives salary as an employee of a limited liability company where one is a part-owner or a cooperative association conducting business operations when Bliwa is to calculate the amount of benefit under these conditions.

**Commission**

Variable remuneration agreed in advance that is based on the employee's performance.

**Supplementary insurance - income**

Voluntary income protection insurance that can be taken out by a group member who is covered by the highest income band of the compulsory insurance (up to SEK 80,000) and who wants to protect a monthly income that is higher than SEK 80,000. The supplementary insurance comprises three income bands. The first band covers monthly incomes of up to SEK 120,000. The second band applies to monthly incomes of up to SEK 140,000 and the third and last band protects monthly incomes of up to SEK 170,000.

**Supplementary insurance - time**

Voluntary income protection insurance that can be taken out by a group member who is covered by the compulsory insurance and who, in addition to the 150 benefit days for the compulsory insurance, wants to insure a further 100 benefit days. Supplementary insurance – time is split into four income bands. The first band covers monthly incomes of up to SEK 80,000. The second band covers monthly incomes of up to SEK 120,000. The third band applies to monthly incomes of up to SEK 140,000 and the fourth and last band protects monthly incomes of up to SEK 170,000. You can protect no more than the monthly income insured for the first 150 benefit days.

# 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 Ledarna.

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. Ledarna 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

If the group insurance is compulsory, 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 Ledarna, 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

If the insurance is voluntary, each group member can make their own decision about whether or not they want to apply for the insurance. The insurance agreement is then 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 individual group insurance concluded on the basis of the group agreement. Each individual 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 4 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 4 months at a time. The insurance will be renewed periodically for 4 months provided neither the insurance nor the group agreement has been terminated at the end of the term of 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 APPLICATION FOR INSURANCE

The compulsory insurance is compulsory. This means that those entitled to the insurance are covered by the compulsory insurance without making an application. Those covered by the compulsory insurance also have the possibility of applying for voluntary supplementary insurance products – income and time, respectively. It is possible to apply for the insurance at [bliwa.se/minasidor](http://bliwa.se/minasidor) or print out the application form from [bliwa.se/ledarna](http://bliwa.se/ledarna).

## 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 products start to apply is specified in Sub-clauses 3.2 and 4.2.

## 1.6 PREMIUM

The price for the insurance products ('the premium') is calculated and determined by Bliwa for each term of insurance (four-month periods) 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 Ledarna. The premium for the supplementary insurance products is indicated in conjunction with the application at [www.bliwa.se/ledarna](http://www.bliwa.se/ledarna) or by the application form provided by Ledarna or Bliwa. The premium for the insurance must be paid by the policyholder. This means that Ledarna is responsible for paying for the compulsory insurance while the respective group member is responsible for paying for the supplementary insurance products. 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 both the compulsory and the supplementary insurance products must be paid in the manner agreed in the group agreement between Ledarna and Bliwa. The first premium 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 any of the supplementary insurance products 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.

## **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 products cease to apply is specified in Sub-clauses 3.3 and 4.3.

## **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. This can be done at [www.bliwa.se/ledarna](http://www.bliwa.se/ledarna) or on a special form.

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 Ledarna 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 6 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 benefits to the insured when Bliwa has concluded that there is an insurance event and the insured has performed the measures specified above and also when other preconditions for entitlement to benefits under 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, among other things 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. In the case of decisions concerning income-related benefit from the unemployment benefit fund Bliwa will always follow 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 5.3.

## **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 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.

## **1.15 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**

#### **2.1.1 Conditions for affiliation**

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 Ledarna Sveriges chefsorganisation [Swedish Organisation for Managers] as defined by these insurance conditions is automatically insured by the compulsory insurance from the date specified in Sub-clause 2.2.

#### **2.1.2 Members of Ledarna prior to 1 May 2005**

Those who were members of Ledarna prior to 1 May 2005 and who then satisfied the then applicable conditions for affiliation, were under the age of 58 and also a member of Ledarna's or Teaterverksammas unemployment benefit fund are insured through the compulsory insurance on the same date. Those who were members of Ledarna prior to 1 May 2005 and who chose to refrain from the insurance, may be affiliated to the compulsory insurance on one (1) later occasion. However, this is subject to the precondition that the member satisfies the requirements contained in Sub-clause 2.1.1.

### **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 2.1.1. The member is a group member and thereby insured by the compulsory insurance from this point in time.

### **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 Ledarna ceases, the insured is no longer a member of Ledarna or if Bliwa has given notice terminating the insurance because the premium was not paid on time. The insured may also in accordance with the Insurance Contracts Act opt to waive the compulsory insurance at any time. However, this does not mean that the obligation of Ledarna to pay a premium to Bliwa 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 Normal income or average monthly income over the benefit ceiling**

Entitlement to insurance benefits requires the insured to be unemployed and, according to a decision from the unemployment benefit fund, entitled to unemployment benefit (basic amount or income-related benefit) or activity support and to be receiving payments for such benefits. Furthermore, the insured's normal income must, 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 unemployment benefit first arising, alternatively Bliwa's decision on average monthly income, exceed 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, or the average monthly income determined by Bliwa, that is less than the 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 benefit ceiling.

### **2.4.2 Benefits from 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 Qualification period**

The insured must first have been a member of Ledarna and second have been covered by the current income band in the compulsory insurance with Bliwa for the past 12 months preceding the start of the unemployment, without interruption, to be entitled to insurance benefits. .

If an insured who is covered by any of the former lower levels in the compulsory insurance has a change in income that exceeds the former income band, the increase applies for a sum insured up to the SEK 80,000 band without any requirement for a new qualification period provided Bliwa is notified about the increase in income within three months of the latest of the following two points in time:

- a) the insured became aware of the change in income
- b) the new income became payable.

However, if Bliwa is notified about the increase in income later than within the now said time limits, a new qualifica-



tion period of 12 months shall apply for that part that exceeds the former maximum benefit level. The insured may notify Bliwa of changes via e-mail or telephone.

#### **2.4.4 Other requirements for entitlement to benefits**

Furthermore, entitlement to insurance benefits requires that:

- The insured is still a member of Ledarna 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.

#### **2.4.5 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 RULE FOR NEW TRADE UNION AFFILIATION**

To achieve a 12-month qualification period, a member of Ledarna 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 equivalent income protection insurance and have been a member of the other trade union in Sweden, without interruption, up until membership of Ledarna entered into force. A qualification period may as a main rule be credited from one compulsory or voluntary group insurance that

Bliwa considers to be equivalent. Moreover, if the insured has previously been covered by another union's compulsory insurance with a greater number of benefit days than Ledarna's compulsory insurance and takes out supplementary insurance – time, they may be credited with the qualification period from the other union's compulsory insurance to the supplementary insurance – time. This means that the insured can only obtain benefits up to the number of days corresponding to the other union's compulsory insurance if they become unemployed before the qualification period in the supplementary insurance – time has been satisfied, though at most for 250 benefit days. In order for this to be possible, supplementary insurance – time must be taken out within one month from when the membership of Ledarna entered into force and starts to be covered by Ledarna's compulsory insurance. If this is not done the qualification period cannot be credited in this way.

### **2.6 BENEFITS FROM THE COMPULSORY INSURANCE**

The insured must notify an insurance event and request benefits from the insurance in writing, either direct at [www.bliwa.se/ledarna](http://www.bliwa.se/ledarna) or on a special form; see Sub-clause 1.9.

#### **2.6.1 Protected income**

##### *2.6.1.1 Common provisions*

The compulsory insurance was previously split into different income bands. From and including 1 February 2017 the compulsory insurance protects monthly incomes up to SEK 80,000. This applies to insurance events that have occurred from and including 1 February 2017. Certain insured may be covered by an earlier compulsory insurance that protects lower monthly incomes. This will in such cases be indicated by the insurance statement.

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

##### *2.6.1.2 For an insured who is entitled to income-related benefit from an unemployment benefit fund*

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.

##### *2.6.1.3 For an insured who is not entitled to income-related benefit from an unemployment benefit fund*

Within the income that may be protected for a person who is employed, besides salary, the following remuneration, which has been paid out at least four (4) times for the past 12 months before the commencement of the unemployment, shall be included:

- a) bonus,
- b) commission,

c) remuneration as a result of on-call duty, stand-by hours or inconvenient working hours.

Only those forms of remuneration specified here are included. The above also applies to an insured who pursues business operations in the form of a limited liability company or cooperative association and who takes out salary as an employee. In such cases the Employer's Certificate shall be certified by a duly qualified accountant.

For a person who pursues business operations in some other way than above, the protectable income comprises the surplus of the operation that is taxed as income from business operations.

## 2.6.2 Amount of benefit

### *2.6.2.1 For an insured who is entitled to income-related benefit from an unemployment benefit fund*

When calculating benefits from the income protection insurance, for those who meet the rules of the unemployment benefit fund for entitlement to income-related benefit, Bliwa follows the decision about normal income made by the unemployment benefit fund at the start of the unemployment or in conjunction with entitlement to income-related unemployment benefit first arising or upon a recalculation of normal income 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 can never be based on a higher income than the normal income determined by the unemployment benefit fund. Nor can benefits be based on a higher income than the protected income according to Sub-clause 2.6.1.1. 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. If the insured's normal income determined by the unemployment benefit fund is lower than the protected income, the amount of the remuneration will thereby be based on the normal income. Conversely, if the insured's normal income as determined by the unemployment benefit fund is greater than the protected income, the amount of the benefit will be based on the protected income.

### *Bliwa's calculation of the amount of benefit*

For those who satisfy the rules of the unemployment benefit fund for entitlement to income-related benefit, 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 or the protected monthly income, less a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5, regardless of where in the country the insured is registered in the population register or lives. Subject to certain preconditions, shown under Sub-clause 1.11 above, the amount of benefit is instead based on 65 per cent of the normal income. Account is not taken to any decision concerning adjustment 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 a standard deduction in accordance with the tax table applicable at the time at which the unemployment commenced. This means that Bliwa does not recalculate the standard deduction when the Swedish Tax Agency updates the tax table.

After the standard deduction, the amount is also reduced by any other benefits that the insured receives owing to the unemployment such as, for example, benefits 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. Following this, the maximum possible benefit from the unemployment benefit fund is calculated in a corresponding way.

The amount left constitutes the maximum possible benefit amount to which the insured is entitled in total owing to unemployment.

A deduction will be made of the maximum possible benefit from the unemployment benefit fund from the maximum possible benefit amount under the compulsory insurance as provided above.

The amount of the daily benefit is then calculated by the difference referred to above being divided by 22. Bliwa will thus pay benefits corresponding to the difference between the maximum possible total benefit amount and the maximum possible benefit from the unemployment benefit fund.

### *Decision of the unemployment benefit fund*

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.

### *2.6.2.2 For an insured who is not entitled to income-related benefit from an unemployment benefit fund and who has been previously employed*

When calculating benefits from the income protection insurance for those who do not satisfy the rules of the unemployment benefit fund for entitlement to income-related benefit, the average monthly income will be determined by Bliwa. This is done as follows:

#### *Bliwa's calculation of the amount of benefit*

The salary that is stated on the Employer's Certificate submitted and which has been disbursed during the past 12 months before the commencement of the unemployment will be aggregated.

Then there will be added to this sum any benefits under Sub-clause 2.6.1.3 that have been disbursed during the past 12 months, before the unemployment commenced.

If the salary on the Employer's Certificate is specified as being full-time pay but the insured has according to the Employer's Certificate had a lower level of occupation, the salary will be adjusted downwards in accordance with the level of occupation specified. The sum of the above-mentioned, divided by 12, comprises the insured's average monthly income.

If the insured has had two or more employments, the average income is based on income from the or those employments that ceased as referred to in the above paragraph. If the insured has had hourly pay, the hourly pay will be multiplied by the number of hours worked during the past 12 months. There will be added to this sum any remuneration according to Sub-clause 2.6.1.3 that has been paid during the past 12 months. The sum of the above-mentioned is then divided by 12.

Thereafter Bliwa calculates the amount of benefit as follows: 80 per cent (days 1 to 200 of the employment benefit fund's benefit period) or 70 per cent (from day 201 of the employment benefit fund's benefit period) of the lowest of the average monthly income determined or the protected monthly income, less a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5, regardless of where in the country the insured is registered in the population register or lives. 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.

After the standard deduction, the amount is also reduced by any other benefits that the insured receives owing to the unemployment such as, for example, benefits 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.

Following this, the maximum possible benefit from the unemployment benefit fund is calculated in a corresponding way.

A deduction is made from the maximum possible benefit amount under the compulsory insurance as provided above of the maximum possible benefit from the unemployment benefit fund. The amount of the daily benefit is then calculated by the difference according to the above being divided by 22. Bliwa will consequently pay out benefits corresponding to the difference between the maximum possible total benefit amount and the maximum possible benefit from the unemployment benefit fund.

The benefit cannot be based on a higher income than the protected income according to Sub-clause 2.6.1.1. When Bliwa determines the average monthly income, this is normally done on the basis of the past 12 months. In the event of a change to salary, there may consequently be a delay of up to 12 months before the average amount of monthly income is the same as the actual salary. If the insured's average monthly income is lower than the protected income, the amount of benefit will be based on the average income. Conversely, if the insured's average income is higher than the protected income, the amount of benefit will be based on the protected income.

#### *Decision of 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.

#### *2.6.2.3 For an insured who is not entitled to income-related benefit from an unemployment benefit fund and who has conducted business operations*

When calculating benefits from the income protection insurance for those who do not meet the rules of the unemployment benefit fund for entitlement to income-related benefit and who have been considered by the unemployment benefit fund to conduct business operations before the unemployment, the average monthly income will be determined by Bliwa. This is done as follows:

#### *Bliwa's calculation of the amount of benefit*

The income from business operations stated in the last available decision on final tax is divided by 12. If no decision on final tax is available when the unemployment commences, the average monthly income will be decided as SEK 0. For a business operator who ceases to conduct business operations within 24 months from when the operation started and the average monthly income has been determined as SEK 0, the average monthly income may instead be based on the business operator's preceding employment. Employment that at most 12 months before the operation was started may be included. If no decision on final tax has been made at the commencement of the unemployment and provided no employment has preceded the period during which the insured conducted business operations, the average monthly income is decided as SEK 0.

Thereafter the amount of benefit is calculated in accordance with Sub-clause 2.6.2.2, paragraphs 4 to 8 above.

*2.6.2.4 For an insured who is not entitled to income-related benefit from an unemployment benefit fund and who has combined employment with business operations*

When calculating benefits from the income protection insurance, for those who do not meet the rules of the unemployment benefit fund for entitlement to income-related benefit, and who have combined employment with entrepreneurship, the average monthly income will be determined by Bliwa. This is done as follows:

If the business and the employment both ceased, the average income from employment is calculated in accordance with Sub-clause 2.6.2.2, paragraphs 1 to 2 above. Thereafter, the average income from the business is calculated in accordance with Sub-clause 2.6.2.3, paragraphs 1 to 2 above. Thereafter, the two average incomes are added together. If the business ceased but not the employment, benefit is based only on the income from the business and the average monthly income from the business is calculated in accordance with Sub-clause 2.6.2.3, paragraphs 1 to 2 above. If the employment ceased but not the business, and if the unemployment benefit fund has made the assessment that the insured may continue to conduct the business operation in accordance with the rules on ancillary employment contained in the Unemployment Insurance Act, the benefit is based only on the income from the employment and the average income is calculated in accordance with Sub-clause 2.6.2.2, paragraphs 1 to 2 above. Thereafter, the amount of benefit is calculated in accordance with Sub-clause 2.6.2.2, paragraphs 3 to 8 above.

### **2.6.3 Benefit period for the compulsory insurance**

Benefits are paid out in the form of daily benefits for no more than 150 benefit days and subject to the precondition that the insured is still unemployed and receiving unemployment benefit paid by the unemployment benefit fund or alternatively activity grant from the Swedish Social Insurance Agency. On average 22 benefit days per month will be paid. 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 supplementary insurance - time, Clause 4.

### **2.6.4 Coordination of payments**

Bliwa only pays out benefits from the income protection insurance at an amount whereby the total benefits 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 of the normal income determined by the unemployment benefit fund or the average monthly income determined by Bliwa:

- 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 1.1.1.

In the case of decisions concerning income-related benefit from the unemployment benefit fund 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 or the average monthly income determined by Bliwa, 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 respectively of the normal income determined by the unemployment benefit fund or the average monthly income determined by Bliwa 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.

#### *2.6.4.1 Coordination of payments when the insured goes from a basic amount to income-related benefit*

In those cases where an insured, who has previously received benefits from the unemployment benefit fund in the form of the basic amount and where Bliwa has determined an average monthly income, receives from the unemployment benefit fund a determined normal income and thereby becomes entitled to income-related benefit from the unemployment benefit fund, Bliwa will follow the unemployment benefit fund's decision regarding the normal income. The benefit from the income protection insurance is thereby based on the normal income determined by the unemployment benefit fund in accordance with Sub-clause 2.6.2.1 from and including the date when the insured became entitled to income-related benefit from the unemployment benefit fund.

### **2.6.5 Overinsurance**

If the insurance's income band exceeds the normal income as determined by the unemployment benefit fund, alternatively the average monthly income determined by Bliwa, Bliwa will nonetheless only pay benefits amounting to at most 80, 70 or 65 per cent of the normal income or the average monthly income determined by Bliwa, less a standard deduction corresponding to regular state and municipal tax in accordance with tax table 30, column 5. Bliwa will not repay premiums for amounts that led to overinsurance.

### **2.6.6 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, or the average monthly income determined by Bliwa, 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 or the average monthly income determined by Bliwa, 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).

#### **2.6.7 Benefit in the case of repeated unemployment**

Insurance benefits are paid for no more than 150 benefit days from the compulsory insurance. If the unemployment ceases before benefits have been paid for 150 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. 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. It is also 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 Ledarna 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. This is subject to the precondition that the insured otherwise satisfies the preconditions for entitlement to benefits.

An insured who has received benefits for all 150 benefit days and once again becomes unemployed must during the benefit period once more satisfy the conditions for benefits in accordance with Sub-clauses 2.4.1 to 2.4.5 to be entitled to benefits from the insurance in the event of new unemployment during the term of insurance. Nor may the insured 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.

#### **2.6.8 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), for example because the normal income was determined on an incomplete information base, the insured may, based on the decision of the unemployment benefit fund, request a reconsideration of Bliwa's decision about the amount of benefit.

#### **2.6.9 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 150 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 protection 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– income**

It is possible to protect monthly incomes that are higher than SEK 80,000 through supplementary insurance – income. The supplementary insurance comprises three income bands. The first band covers monthly incomes of up to SEK 120,000.

The second band applies to monthly incomes of up to SEK 140,000 and the third and last band protects monthly incomes of up to SEK 170,000.

#### **3.1 WHO CAN TAKE OUT THE INSURANCE**

A person who is protected within the compulsory insurance's highest income band (up to SEK 80,000 per month) and 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 has a monthly income exceeding SEK 80,000, may take out supplementary insurance - income. Bliwa grants the supplementary insurance subject to the precondition that the insured has 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 1.6.2.

#### **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 Ledarna ceases, the insured is no longer a member of Ledarna or if Bliwa has given notice terminating the insurance because the premium was not paid on time. The insured may also 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 2.4.5 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 first have been a member of Ledarna and second have been covered by the compulsory insurance

and the supplementary insurance - income with Bliwa for the past 12 months preceding the start of the unemployment, without interruption, to be entitled to insurance benefits.

The supplementary insurance applies without a new qualification period provided the insured was previously protected within the immediately lower income band and apply for the higher income band within three months from the latest of the following two points in time:

- a) the insured became aware of the change in income that qualified the insured to apply for the higher income band
- b) the new income that qualified the insured to apply for the new income band became payable.

However, a new qualification period of 12 months applies for the supplementary insurance if the application is received by Bliwa later than within the now said time limits.

The transitional rules contained in Sub-clause 2.5 also apply to the supplementary insurance. However, the following applies in the case of the supplementary insurance in order to be able to be credited with the qualification period from another trade union's voluntary income protection insurance for Ledarna's supplementary insurance – income:

Those who have been covered by equivalent voluntary supplementary insurance from a previous trade union shall within one month from the commencement of membership with Ledarna and the compulsory insurance with Bliwa entered into force, apply for Ledarna's voluntary supplementary insurance – income. 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 as a main rule be credited from one voluntary supplementary insurance to another voluntary supplementary insurance that Bliwa considers to be equivalent.

#### **3.4.2 Other requirements for entitlement to benefits**

In order to be entitled to benefits under the supplementary insurance, it is also required that:

- the insured is still a member of Ledarna 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
- 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.

### **3.5 BENEFITS FROM THE SUPPLEMENTARY INSURANCE**

The insured does not need to request payment from the supplementary insurance separately. 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 a daily allowance paid from the unemployment benefit fund or alternatively activity support from the Swedish Social Insurance Agency; see Sub-clause 1.9.

#### **3.5.1 Protected income**

The conditions concerning protected income contained in Sub-clause 2.6.1 apply in a corresponding way for supplementary insurance. The supplementary insurance comprises three income bands. The first band covers monthly incomes of up to SEK 120,000. The second band applies to monthly incomes of up to SEK 140,000 and the third and last band protects monthly incomes of up to SEK 170,000.

#### **3.5.2 Amount of benefit**

The conditions concerning amount of benefit contained in Sub-clause 2.6.2 under compulsory insurance apply in a corresponding way for the supplementary insurance.

#### **3.5.3 Benefit period for the supplementary insurance**

The conditions concerning benefit period contained in Sub-clause 2.6.3 under compulsory insurance apply in a corresponding way for the supplementary insurance.

#### **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 Overinsurance**

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

#### **3.5.6 Recovery**

The conditions concerning recovery contained in Sub-clause 2.6.6 under compulsory insurance apply in a corresponding way for the supplementary insurance.

#### **3.5.7 Benefit in case of repeated unemployment**

The conditions concerning benefit in case of repeated unemployment contained in Sub-clause 2.6.7 under compulsory insurance apply in a corresponding way for the supplementary insurance.

#### **3.5.8. Amendment of decision**

The conditions concerning amendment of a decision contained in Sub-clause 2.6.8 under compulsory insurance apply in a corresponding way for the supplementary insurance

#### **3.5.9 Benefits when the group agreement ceases**

The conditions concerning benefits when the group agreement ceases contained in Sub-clause 2.6.9 under compulsory insurance apply in a corresponding way for the supplementary insurance

## 4. Voluntary supplementary insurance – time

It is possible to extend the benefit period for the income protection insurance by 100 days through supplementary insurance - time. With supplementary insurance - time the insured can thus receive benefits in the case of unemployment for up to 250 benefit days in total. Supplementary insurance – time is split into four different income bands. The first band covers monthly incomes of up to SEK 80,000. The second band covers monthly incomes of up to SEK 120,000. The third band applies to monthly incomes of up to SEK 140,000 and the fourth and last band protects monthly incomes of up to SEK 170,000. Benefits from the supplementary insurance – time may at most be the same as the amount that was paid out under the income protection insurance for the first 150 benefit days.

### 4.1 WHO CAN TAKE OUT THE INSURANCE

A member who is covered by the compulsory insurance and has not attained the age of 66 (up to and including the month preceding the month in which they attain the age of 66) can take out supplementary insurance - time.

Supplementary insurance – time with income bands from SEK 80,001 may be taken out by a member who is covered by the compulsory insurance and supplementary insurance – income with income bands of up to SEK 170,000 and who has not attained the age of 66.

Bliwa grants the supplementary insurance subject to the precondition that the member has 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.

### 4.2 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 1.6.2.

### 4.3 WHEN THE INSURANCE CEASES

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 Ledarna ceases, the insured is no longer a member of Ledarna or if Bliwa has given notice terminating the insurance because the premium was not paid on time. The insured may also 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. If the insured is no longer covered by supplementary insurance – income with income bands of up to SEK 170,000, then the supplementary insurance – time with income bands from SEK 80,001 will, where applicable, cease at the same time.

## 4.4 PRECONDITIONS FOR BENEFITS

The following conditions must be satisfied for benefits to be paid from the supplementary insurance:

- that 150 benefit days have been paid out from the compulsory insurance
- that the other preconditions for entitlement to benefits under Sub-clauses 2.4.1 to 2.4.5 and 4.4.1 to 4.4.2 have been satisfied.

### 4.4.1 Qualification period

The insured must first have been a member of Ledarna and second have been covered by the compulsory insurance, supplementary insurance – time and the current income band in the supplementary insurance with Bliwa for the past 12 months preceding the start of the unemployment, without interruption, to be entitled to insurance benefits.

The supplementary insurance with income bands from SEK 80,001 up to SEK 170,000 applies without its own qualification period provided the insured was previously protected within the immediately lower income band and applies for the higher income band within three months from the latest of the following two points in time:

- a) the insured became aware of the change in income that qualified the insured to apply for the higher income band
- b) the new income that qualified the insured to apply for the new income band became payable.

However, a new qualification period of 12 months applies if the application is received by Bliwa later than within the now said time limits.

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

Those who have been covered by equivalent voluntary supplementary insurance with a previous trade union must, within one month from their membership of Ledarna and the compulsory insurance with Bliwa having entered into force, apply for Ledarna's voluntary supplementary insurance – time. 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 considers to be equivalent.

Read more under Sub-clause 2.5 concerning what applies if the insured has previously been covered by compulsory insurance via another union, with a greater number of benefit days than Ledarna's compulsory insurance and at the same time as they become a member of Ledarna and take out supplementary insurance – time.

### 4.4.2 Other requirements for entitlement to benefits

Furthermore, entitlement to insurance benefits from supplementary insurance requires that:

- the insured is still a member of Ledarna at the start of the unemployment and for the entire benefit period for the income protection insurance
- the compulsory insurance and current income bands in the supplementary insurance apply at the start of the unemployment and continue 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 for. '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.

#### **4.5 BENEFIT FROM THE SUPPLEMENTARY INSURANCE**

The insured does not need to request payment from the supplementary 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 unemployment benefit from the unemployment benefit fund or alternatively activity support from the Swedish Social Insurance Agency; see Sub-clause 1.9.

##### **4.5.1 Protected income**

The conditions concerning protected income contained in Sub-clause 2.6.1 apply in a corresponding way for this supplementary insurance. The supplementary insurance protects at most the monthly income insured for the first 150 benefit days and up to the income band that the insured has applied for and been granted.

##### **4.5.2 Amount of benefit**

The conditions concerning how the amount of benefit is calculated, contained in Sub-clause 2.6.2, apply in a corresponding way for supplementary insurance. Benefits from the supplementary insurance – time may at most be the same as the amount that was paid out under the income protection insurance for the first 150 benefit days. The amount of benefit may not be based on a higher amount than the income band for which the supplementary insurance was taken out.

##### **4.5.3 Benefit period for the supplementary insurance**

The conditions concerning the benefit period contained in Sub-clause 2.6.3 under compulsory insurance apply in a corresponding way for the supplementary insurance. However, further payments will be made for up to 100 benefit days under the supplementary insurance after the 150 benefit days under the compulsory insurance have been paid out.

##### **4.5.4 Coordination of payments**

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

##### **4.5.5 Overinsurance**

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

##### **4.5.6 Recovery**

The conditions concerning recovery contained in Sub-clause 2.6.6 under compulsory insurance apply in a corresponding way for the supplementary insurance.

##### **4.5.7 Benefit in the case of repeated unemployment**

The conditions concerning benefits in the case of repeated unemployment contained in Sub-clause 2.6.7 apply in a corresponding way for supplementary insurance. This means that payments may be made from the supplementary insurance after 150 benefit days have been paid out from the compulsory insurance even, as a consequence of repeated unemployment, if the conditions contained in Sub-clause 2.6.7 have been satisfied and if the insured is then still unemployed and receiving income-related unemployment benefit from the unemployment benefit fund.

##### **4.5.8 Benefits when the group agreement ceases**

The conditions concerning benefits when the group agreement ceases contained in Sub-clause 2.6.9 apply in a corresponding way for supplementary insurance

## **5. Limitations to Bliwa's liability**

### **5.1 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 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.

### **5.2 CONSEQUENCE OF INCORRECT INFORMATION**

If the policyholder has acted fraudulently or in bad faith when performing their duty of disclosure under Sub-clause 5.1, 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

### 5.3 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.

### 5.4 LEGAL REPRESENTATIVE

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

## 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. 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](http://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.

## 8. 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 should 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](mailto: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 between 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.