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# DKV Hälsa Health Insurance

Guide and Terms of Insurance

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# Table of contents

About this booklet	2
1. General terms of insurance 14.00.02 – Health Insurance	3
2. Specific terms no. 07.01.01	7
3. Specific terms no. 07.02.01	9
4. How to make a complaint	10

## Insurance elements

The insurance policy shows the elements included in your insurance. The terms that apply to your insurance are set out using term numbers stated in the insurance policy. If you are unsure of the elements included in your insurance, you are welcome to contact us.

# About this booklet

#### This booklet contains the conditions that apply to your insurance.

DKV Hälsa refers to ERGO Försäkring Filial, Hantverkargatan 11B, 112 21 Stockholm, phone +46 (0)8 619 62 00, www.dkvhalsa.se, org.nr 516410-9208.

ERGO Försäkring Filial, is a branch of ERGO Forsikring A/S, Frederiksberg Allé 3, 1790 Copenhagen, Denmark, phone +45 33 25 25, www.ergo.dk, CVR-nr. 62940514.

Good advice: Read through the insurance policy and terms carefully.

If there is something you do not understand, or something that does not add up with what was agreed, please contact DKV Hälsa by telephone or email.

We suggest that you store the insurance documents in a place where you can quickly find them if needed. If you have any questions that you cannot find the answers to, we hope that you will contact us so we can help you.

Call 08-619 62 00 or write to admin@dkvhalsa.se

Sincerely DKV Hälsa/ ERGO Forsikring AS

# General terms of insurance 14.00.02 -Health Insurance

## 1.1. Definitions

### Insurer

ERGO Forsikring AS <u>www.erqo.no</u> – www.dkvhalsa.se

### Policyholder

The policyholder is the one who enters an insurance contract with the insurer. The policyholder has ownership and right of disposal of the insurance.

### Insured party

The insured party is the person whose health is covered by the insurance.

#### Collective insurance agreement

Insurance that covers individuals in a defined group.

#### Members

Members are the insured individuals included in a collective insurance agreement and who meet the application requirements specified in the insurance contract.

### Insurance period

The insurance period is the time that the insurance is in effect. The insurance is renewed once a year. For the individual insured party within a group insurance, the insurance period is understood as the period during which the person in question belongs to the group covered by the insurance contract.

#### Insurance case

An insurance case arises when an employee covered by the insurance:

- has been absent from work for a period of more than three consecutive weeks
- has frequent shorter periods of illness (at least six occasions in one year)
- has a medically documented and obvious risk of absence as described above.

An insurance case shall be deemed to have arisen at the time when the insured party contacts the insurer in order to report an injury. Multiple injuries and instances of illness that are medically linked are counted as one insurance case. However, this does not apply if the insured party has been 100% free of symptoms, examination, medication and treatment for more than twelve consecutive months. In that case, a new insurance case is considered to have arisen.

### No pre-existing conditions

"No pre-existing conditions" means that the insured person:

- is able to carry out their work without exception;
- is not receiving benefits in connection with a sickness, injury, disability, or has been granted such benefits but these are currently inactivate
- does not have adapted work, salary subsidy or similar for health reasons.

#### Treatment

Examination and/or therapeutic measures carried out by a licensed healthcare professional or other staff member who is publicly authorised. For treatment with a psychologist/psychotherapist, one treatment normally refers to one 45-minute session.

#### Nordic countries/Nordic region

The Nordic countries/Nordic region in this insurance includes Norway (Excluding Svalbard), Sweden, Finland and Denmark (excluding Greenland and the Faroe Islands).

#### Price base amount

The price base amount is defined in accordance with the Social Insurance Code (2010:110).

### Rehabilitation counsellor

A rehabilitation counsellor has a higher education degree in rehabilitation, for example in physiotherapy or occupational therapy.

## 1.2. The Insurance Contract

The laws and regulations that apply to the insurance contract. The insurance contract is subject to the terms of insurance stated in the insurance policy. The wording of the insurance policy takes precedence over the terms of insurance. The insurance policy, insurance contract and terms of insurance all take precedence over any legal provisions that are not mandatory.

- The Swedish Insurance Contracts Act (2005:104)
- The Insurance Business Act (1982:713), along with its regulations and rules
- The Act (1998:293) on the Undertakings of Foreign Insurers and Institutions for Occupational Retirement in Sweden
- Other provisions stated in or issued pursuant to Swedish law

In the event that the insurance policy or terms of insurance conflict with the insurance contract (group agreement) that is the basis of the insurance, the insurance contract (group agreement) shall take precedence.

The insurance contract is subject to Swedish law and drawn up in the Swedish language, unless otherwise agreed.

### The insurer's liability requires

- that the insurance covers the treatment in question
- that the insured party has provided accurate and complete information on their health
- that the insurance is paid and in force
- that the treatment has been pre-approved by DKV Helpline

## 1.3. The insurance cover

A collective insurance agreement can only be taken out for individuals of full earning capacity who are residing in one of the Nordic countries and who are registered with a Nordic social insurance office. The insurance is applicable for the individuals indicated in the insurance policy. Insurance can be taken out between the ages of 16 and 66. The insurance ceases to be valid during the insurance year in which the insured party turns 72 years old, unless the insurance has previously ceased to be valid for some other reason. An individual may opt out of membership in the insurance.

## 1.4. Where the insurance is valid

The insurance applies in the Nordic countries at healthcare providers/hospitals/clinics with which the insurer has a cooperation agreement.

## 1.5. Entry into force

The collective insurance agreement is valid from the date on which the insurer receives written notice that the offer has been accepted by the policyholder and the first premium has been paid.

For the individual member, the insurer's liability enters into effect when the member satisfies the requirements for the application procedure set out in the insurance contract and is also of full earning capacity, and the insurer has received notice of this. To register an insured person, the policyholder shall contact the insurer.

## 1.6. Insurance period and renewal

The insurance contract is renewed each year as long as the premium is paid and the insurance policy is not terminated. The insurer retains the right to refuse renewal of an insurance when special grounds entail that it is reasonable to terminate the insurance arrangement.

# 1.7. Termination of the insurance

For collective insurance agreements, the insurance ceases to be valid:

- when the insured party is no longer a natural member of the group. The insurance ceases to be valid from the date when the insured party leaves the group
- when the insured party turns 72 years of age, if no other agreement has been established or indicated in the insurance policy
- when the insured party is no longer permanently residing in one of the Nordic countries, unless otherwise specifically agreed
- from the time the insured party is no longer affiliated with a social insurance office in the Nordic countries
- from the time the insurance contract is terminated by the policyholder or the insurer.

# 1.8. Changes to insurance terms and premiums

The insurer can amend terms of insurance and premiums each year in conjunction with the annual renewal. The insurer also has the right to change the premium on the principal maturity date of the insurance due to changes in the relationship between costs of injury and premium.

# 1.9. Premium payments and consequences of non-payment

The insured party or payer receives notification regarding payment of the premium. If the premium is to be paid on a monthly basis using autogiro, notification of all the payments to be made during the insurance period is sent once per year. The payment deadline for all premiums but the first is at least one month. If the premium is not paid by the deadline, the insurer will send a reminder with a payment deadline of at least 14 days. A statutory reminder fee is charged for each reminder. If payment of the premium, aside from the initial payment, is not made by the date specified, the insurer's liability ceases to apply.

The insurer is also entitled to terminate the contract. The notification of termination is sent to the group representative and the other members. The contract is then terminated after a period of notice of 14 days unless the premium is paid by then.

## 1.10. Reinstatement

If the delayed payment does not refer to the first premium, and the premium is paid within three months of the termination coming into effect, the insurance is reinstated in accordance with the previous scope as of the day the premium is paid. For mandatory group insurance, reinstatement can only take place if it applies to the whole group.

# 1.11. Disclosure requirement for payment claims and consequences of incorrect information

Any person who considers to have a claim to direct to the insurer shall disclose this information without undue delay and provide the insurer with the particulars and documents that he or she has available and which the insurer needs in order to consider the claim and pay the compensation.

The insurance payout may be dependent on the claimant providing the insurer with the authorisations necessary to obtain information so as to be able to consider the claim for compensation. The insurer may require that an examination be performed by a specific doctor.

# 1.12. Registration and forwarding of health-related information/medical documentation

Health-related information/medical documentation received by the insurer can be registered and forwarded to a selected treatment institution.

# 1.13. Processing of personal data

We care about your privacy and integrity. For information on how we process personal data see our privacy policy at www.dkvhalsa.se.

## 1.14. Recourse

If the insured party can claim compensation for the injury from a third party, the insurer is admitted in the policyholder's right in respect of the third party in the case of payment and compensation. The person/ policyholder to whom the injury relates is required to provide the insurer with all the information available to them that is relevant to the insurer's implementation of the recourse. If the policyholder does not fulfil their obligations in relation to the agreement that has been concluded and the insurer is liable to pay compensation for that reason, the insurer may pursue recourse against the policyholder.

## 1.15. Force majeure

The insured party cannot make any claim under these terms and conditions if the insurer is prevented from fulfilling its obligations due to force majeure.

The insurer shall not be liable for any loss that may arise from delays in the processing time, investigation or disbursement due to war, political unrest, legal decrees, government action or industrial action in the workplace.

## 1.16. Dispute settlement

If a dispute arises between a policyholder/insured party and insurer, it can be dealt with in a general court in Sweden in accordance with Swedish law. Litigation shall be settled in accordance with Swedish law.

## 1.17. Limitations

### 1.17.1. Period of liability

The period of liability is the period during which compensation can be paid for each insurance case. The period of liability of the insurer is limited to a maximum of one year per insurance case.

Rehabilitation guidance is considered to have commenced at the first contact with the rehabilitation counsellor.

#### 1.17.2. Insurance amount

The maximum compensation paid by the insurer for measures under the insurance is limited to two (2) price base amounts per insurance case.

#### 1.17.3. Exceptions

The insurer does not cover costs relating to:

- Care and rehabilitation, with the exception of that which is described in specific terms and conditions no. 07.01.01 and 07.02.01
- Coordination and investigation in conjunction with notice of termination, dismissal, lay-off or employer bankruptcy
- Interpreter costs
- Scheduled consultation, treatment, surgery and travel expenses where the insured party does not appear or cancels the appointment later than 24 hours beforehand.
- Travel expenses for the employee
- Individual guidance and coaching (outplacement) with regard to new employment, training or career
- Treatment by a psychiatrist and/or at a psychiatric institution, or an institution for treatment of personality disorders.
- Treatment of psychosis or other serious mental illnesses.
- Medical referrals, prescription of drugs or certificates relating to sick-listing
- Purchase and/or renting of permanent medical aids and/or purchase of medicine.
- The insurer does not reimburse costs or expenses that can otherwise be compensated through laws, regulations, conventions, other insurance or collective agreement.

# 2. Specific terms no. 07.01.01

## Rehabilitation Insurance

The insurance helps employers with the rehabilitation of employees with long or repeated absence or those at risk of long-term sick leave. The insurance reimburses reasonable costs for investigating rehabilitation needs as well as expenditure incurred for measures during the rehabilitation phase.

The insurance covers the costs of insurance cases that occur during the insurance period stipulated within the terms of insurance. The insurance case shall have arisen in one of the Nordic countries.

The insurance reimburses reasonable costs of coordination and measures within occupational rehabilitation when there is a risk of impaired capacity for work/sick-listing. The right to rehabilitation counselling is determined by DKV. Rehabilitation counselling is provided by a rehabilitation counsellor assigned by DKV. Occupational rehabilitation refers to rehabilitation investigation and rehabilitation measures.

## 2.1. Rehabilitation counsellor

Rehabilitation insurance helps employers with rehabilitation of employees with long and repeated absence or at risk of long-term sick leave. The insured is given access to rehab counselling by a rehabilitation counsellor in DKV's network.

## 2.1.1. Investigation

The rehabilitation process always begins with a survey call where the employer makes a notification of the case to Helpline. Helpline ensures that the insured is in contact with a rehabilitation counsellor who will support the insured and the employer throughout the process.

## 2.1.2. Arrangement

The rehabilitation counsellor draft a proposal for a rehabilitation plan and coordinates information between the employer, the insured and the Social Insurance Office (Försäkringskassan).

### 2.1.2. Summary

Based on the rehabilitation plan, decisions are made on what measures to implement. Each case ends with a report to the employer.

## 2.2. Talk therapy

The rehabilitation plan may include treatment with a certified stage II psychologist/psychotherapist. All treatment with a psychologist shall be part of the rehabilitation plan produced by the rehabilitation counsellor. Treatment may be a part of the investigation and the aim shall be to help the employee return to their current job. The number of treatments is limited to ten (10) per insurance case.

For addiction-related illness, an additional ten (10) motivational calls or counselling are offered by a licensed psychologist / psychotherapist per insurance case. This may include in-depth assessment of the need for help and support regarding current alcohol habits, individually or in groups.

# 2.3. Physical therapy

Physical therapy by a licensed physiotherapist, chiropractor and/or naprapath can be part of the rehabilitation plan. All such treatment shall be part of the rehabilitation plan produced by the rehabilitation counsellor. The treatment may be a part of the investigation and the aim shall be to help the employee return to their current job. The number of treatments is limited to 10 per insurance case.

# 2.4. Diet and exercise advice

The rehabilitation plan may include advisory sessions with a dietician or personal trainer appointed by DKV. All diet and exercise sessions shall be pre-approved by the rehabilitation counsellor and the aim shall be to help the employee return to their current job. The number of sessions is limited to five (5) per insurance case.

# 2.5. Multi-professional team of specialists

In order to make a correct diagnosis in case of ambiguous symptoms or severe pain, the rehabilitation counsellor can put together a multi-professional team of specialists consisting of a physician specialising in occupational medicine, a psychologist and physiotherapist, or similar. The assessment shall not constitute healthcare. The insurance reimburses a maximum of one (1) price base amount in conjunction with the multi-professional assessment.

# 2.6. Medical rehabilitation

Medical rehabilitation specified in the rehabilitation plan is approved by DKV if the waiting period in the public health service exceeds 45 days from the referral.

# 2.7. Career planning

The insurance reimburses necessary and reasonable costs of career planning with the aim of the insured party being able to return to their current job. The number of sessions is limited to ten (10) per insurance case.

## 2.8. Occupational therapist or ergonomist

The rehabilitation plan may include an assessment of the insured's workplace by an ergonomist, or an assessment of the job requirements and the insured's ability to work by an occupational therapist.

All assessments must be pre-approved by the rehab counsellor, with purpose of enable the employee to get back to work. The insurance covers one (1) session with follow-up per insurance case.

# 3. Specific terms no. 07.02.01 Counselling

# 3.1. Counselling

The insurance helps employees with psychosocial problems in the form of telephone guidance with a behaviourist. The problems can be work-related or private. The person who receives counselling can remain anonymous.

The insurance covers telephone guidance when a behaviourist assigned by DKV makes the assessment that there is a need and it can be assumed that the counselling will improve the health status of the insured party.

Managers also have the opportunity to receive support in their professional role. For example, it can be counselling about difficult conversations, conflicts, employees who are or are at risk of becoming sick, labor law or laws and regulations on work environment.

# How to make a complaint

### Complaints to the company

If you have any questions or complaints about the insurance, these can be directed to DKV Hälsa by phone, e-mail or regular mail.

If you have a complaint and you deem it to be a serious complaint, we recommend that you submit this by mail to:

DKV Hälsa Hantverkargatan 11B, 112 21 Stockholm

Tel. 08-619 62 00 E-mail: <u>klagomal@dkvhalsa.se</u>

Important!

For faster processing of your complaint, enter the name and address of the policyholder and the contract number of the policy document.

#### Complaints about the healthcare

First, contact your healthcare provider, and if you are not satisfied with their actions you can turn to: Inspektionen för Vård och Omsorg (Health and Social Care Inspectorate) Box 45184, 104 30 Stockholm. Telephone: 010-788 50 00. www.ivo.se

#### Next review body

If you are dissatisfied with DKV Hälsa's complaint handling or the outcome of this, the matter can be forwarded to:

Allmänna reklamationsnämnden (National Board for Consumer Disputes) Box 174, 101 23 Stockholm Telephone 08-508 860 00 www.arn.se

For free advice on insurance matters: Konsumenternas Försäkringsbyrå (Swedish Consumers' Insurance Bureau) Box 24215, 104 51 Stockholm Telephone: 0200-22 58 00 www.konsumenternas.se

Insurance cases can also be examined by the Swedish courts, primarily at the District Court. Legal representation costs are not covered by the insurance.

### DKV Hälsa

Hantverkargatan 11B, 112 21 Stockholm, Telephone: +46 8 619 62 00, admin@dkvhalsa.se, www.dkvhalsa.se