

# **Terms and Conditions - Work**

## **The Healthcare Scheme**

## Table of contents

|          | Page  |   | Page |
|----------|---|---|------|
| <b>1</b> | <b>Basis for the agreement</b>  | 3 |      |
| 1.1      | When does the insurance apply?  | 3 |      |
| 1.2      | Occupational cover  | 3 |      |
| <b>2</b> | <b>Who the insurance covers</b>   | 3 |      |
| 2.1      | Subscribing and unsubscribing employees                                 | 3 |      |
| <b>3</b> | <b>What the insurance covers</b>  | 4 |      |
| <b>4</b> | <b>Using the insurance</b>  | 4 |      |
| 4.1      | Treatment must be approved  | 4 |      |
| 4.2      | Acute treatment is not covered  | 4 |      |
| 4.3      | Travel and stays abroad   | 4 |      |
| 4.4      | Non-appearance for treatment  | 4 |      |
| 4.5      | Ongoing and planned treatment   | 4 |      |
| 4.6      | Expenses for treatment  | 4 |      |
| 4.7      | Choice of therapist   | 4 |      |
| 4.8      | Making a claim  | 5 |      |
| <b>5</b> | <b>Cover on the healthcare scheme</b>                                   | 5 |      |
| 5.1      | Cross-disciplinary treatment of disorders in the musculoskeletal system | 5 |      |
| 5.2      | Medical advice on health and disease                                    | 6 |      |
| 5.3      | Guide to the public healthcare system's treatment services              | 6 |      |
| 5.4      | Addiction counselling   | 6 |      |
| 5.5      | Telephonic psychological counselling                                    | 6 |      |
| 5.6      | Trauma counselling  | 6 |      |
| <b>6</b> | <b>What the insurance does not cover</b>                                | 6 |      |
| <b>7</b> | <b>General provisions</b>   | 7 |      |
| 7.1      | Duration of the insurance   | 7 |      |
| 7.2      | Insurance sum   | 7 |      |
| 7.3      | Payment of the premium  | 7 |      |
| 7.4      | Adjustment of premium and insurance conditions                          | 7 |      |
| 7.5      | Cancellation and termination of the insurance                           | 7 |      |
| 7.6      | Disclosure obligation   | 8 |      |
| 7.7      | Processing of personal information                                      | 8 |      |
| 7.8      | Processing of health information  | 9 |      |
| 7.9      | Incorrect information   | 9 |      |
| 7.10     | Limitations   | 9 |      |
| 7.11     | Avenues of complaint  | 9 |      |
| 7.12     | For further information   | 9 |      |

## 1 Basis for the agreement

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These insurance conditions are valid from 1 January 2021 and replaces previous insurance conditions.

The insurance is established in Forsikringsselskabet Dansk Sundhedssikring A/S, VAT no. DK34739307 – hereinafter referred to as Dansk Sundhedssikring A/S.

The overall contract on insurance with Dansk Sundhedssikring A/S is comprised of the insurance contract (the policy), any addenda to the insurance contract and the insurance conditions attached to the insurance contract. The insurance is also subject to Danish law, including the Insurance Contracts Act, the Insurance Business Act, and the Financial Business Act.

The insurance contract applies between Forsikringsselskabet Dansk Sundhedssikring A/S and the company, association or organisation named as the policyholder.

The policyholder is obliged to inform the insured employees about what the insurance covers.

In the conditions, policyholder refers to the person or company who has entered into the contract with Dansk Sundhedssikring A/S, which is often referred to as we/us.

In the conditions, the insured party refers to the employees of a company who are covered by the insurance, often referred to as you/your.

## 2 Who the insurance covers

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The insurance contract applies between Dansk Sundhedssikring and the company named as the policyholder in the contract.

The insurance can be taken out by companies registered with a VAT number in Denmark, and the company must be located in Denmark.

The insurance covers the persons named in the insurance contract. The insurance can be purchased an employee or a group of employees as a compulsory scheme. There is no upper age limit. Employees employed in reduced-hours jobs or jobs with light duties are covered, but not for the disorders that are the reason for the employee having a reduced-hours job or job with light duties, unless other conditions apply for the contract.

The healthcare scheme meets the requirements of agreements defined by Pension Danmark's healthcare scheme, when the coverage for both work and leisure has been purchased.

### 1.1 When does the insurance apply?

The insurance applies during the insurance period. The insurance period is the period from when the insurance enters into force until it ends, for whatever reason.

The insurance will come into effect at the time agreed between the policyholder and Dansk Sundhedssikring.

### 1.2 Occupational coverage

Healthcare scheme Work covers reasonable and necessary treatment of work-related issues. This means that there must be a direct causal link between the performance/stress of the work and the reported claim.

The insurance does not cover determination of whether or not the claim is work-related. If there is any doubt about whether the claim is work-related, the insurance will not cover. We may require that your medical referral, medical records or similar indicate that the reported claim is caused by your work. If the cause of the claim is leisure-related, there is no cover in this insurance policy.

The insured party must have a permanent National Registration Office address in Denmark (excluding Greenland and the Faroe Islands), have a Danish health insurance card and be entitled to receive Denmark's public health insurance benefits or be a frontier worker from Sweden, Norway or Germany. Deviations from this will be stated in the contract with the company.

The insurance only covers diseases, injuries and disorders related to the company with which we have entered into the insurance contract.

### 2.1 Subscribing and unsubscribing employees

The company must always keep us informed of which employees should be subscribed or unsubscribed from the insurance policy and must ensure that we have an updated list of employees covered by the scheme.

Dansk Sundhedssikring offers the option to make adjustments free of charge twice in connection with the renewal date. If there are adjustments in addition to this, an adjustment fee of DKK 2,500 will be charged per adjustment.

Adjustments can only be made during the current year and no more than 3 months in arrears. The company pays for claims payments that Dansk Sundhedssikring has made for employees who have been unsubscribed back in time.

### 3 What the insurance covers

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The insurance covers treatment in Denmark (excluding Greenland and the Faroe Islands).

### 4 Using the insurance

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The overall conditions apply to all cover, but with the detailed rules and exceptions described in the individual cover. We recommend that you read the terms and conditions before using the insurance.

#### 4.1 Treatment must be approved

We must always approve the treatment before it begins. It is therefore important that you do not initiate treatment without prior written approval, as we may otherwise refuse the cover. This also applies if changes occur in the treatment that you have agreed with us.

#### 4.2 Acute treatment is not covered

Acute treatment and emergency situations are not covered by the insurance, including treatment that requires prompt assistance and which cannot wait on scheduled treatment, e.g. traffic accidents, accidents and fractures. If you need emergency care, including a casualty ward or ambulance, you should always contact your own doctor, the emergency medical service, the emergency telephone line or 112. The insurance covers the costs of psychological treatment for emergency trauma counselling.

#### 4.3 Travel and stays abroad

The insurance does not cover expenses for treatment of a disease/injury that occurs during travel or during a stay abroad. Treatment will only be covered after you return home to your permanent residence and on the basis of the general conditions. This also applies if you are staying in Greenland or the Faroe Islands.

#### 4.4 Non-appearance for treatment

The insurance does not pay for examination/treatment that you fail to attend or charges for late cancellation.

#### 4.5 Ongoing and planned treatment

Treatments that have been initiated or planned before this insurance commences are not covered.

#### 4.6 Expenses for treatment

All expenses must be reasonable and necessary in our opinion in relation to the expected outcome.

The insurance covers your actual expenses after contributions from the public health insurance system are deducted. This means that in cases where public health insurance covers a portion of the cost, we will offset that portion and pay your share (self-payment). If you are a member of Sygeforsikringen "danmark", then we will receive and offset your possible subsidy for the treatment.

#### 4.7 Choice of therapist

Only treatments that are approved by the public health authorities in Denmark and are in accordance with national clinical guidelines are covered. The treatments must be conducted using methods with proven effect and must be included in the agreement with the public health insurance. The treatment method must always be approved by us.

The treatment must take place in Denmark, and the choice of therapist/treatment centre must be agreed with us. Treatment is covered in our network or at a therapist of your choice. Psychologist treatment is only covered in our network. For treatment in our network, you are usually offered an appointment within 4-5 working days.

All treatments must be performed by healthcare professionals authorised by Danish law, unless otherwise provided by the individual cover. The treatments must be performed by an authorised physiotherapist or chiropractor, authorised by the National Board of Health, by a RAB-approved reflexologist or by a registered physiotherapeutic masseur.

No costs are covered for examination or treatment performed by you, your family members or any company belonging to any of these.

#### 4.8 Making a claim

Reporting a disease/injury must always be done during the insurance period. When filing a claim, you must always inform us if you are no longer employed by the company.

The quickest way to file a claim is by reporting it online via our website: ds-sundhed.dk. Claims filed will be treated quickly and, in most cases, from one day to the next. Claims can also be filed by telephone.

## 5 Cover on the healthcare scheme

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This section contains the covers provided by the healthcare scheme that apply, together with the other combined conditions, for the products included under the healthcare scheme.

The healthcare scheme covers physical treatments for problems with the musculoskeletal system within:

- Physiotherapy
- Chiropractic
- Reflexology
- Massage

The healthcare scheme also covers:

- Medical advice on health and disease
- Guide to the public healthcare system's treatment services
- Addiction counselling
- Telephonic psychological counselling
- Trauma counselling

The individual covers are described in more detail in the following sections.

### 5.1 Cross-disciplinary treatment of disorders in the musculoskeletal system

The insurance covers new and existing pain and discomforts in the musculoskeletal system caused by your work, including arm and leg pain, sciatica and headache as a result of disorders in the musculoskeletal system. The musculoskeletal system means joints, tendons and muscles of the back, shoulders, neck, knees, elbows and wrists.

If you have questions about your insurance policy or if your inquiry concerns an existing case, you can contact the healthcare team on weekdays by telephone +45 70206121 or at the e-mail address: sundhedsteam@ds-sundhed.dk.

#### Trauma counselling

If your claim concerns emergency trauma counselling, you can contact the healthcare team 24 hours a day by telephone +45 70206121. If you call outside of our opening hours, you will be redirected to our emergency line via the main number. You must always inform the on-duty staff that you are insured with Dansk Sundhedssikring.

You can receive treatments from a chiropractor, physiotherapist, reflexologist or physiotherapeutic masseur.

Our health team consisting of experienced nurses, doctors, physiotherapists and other healthcare professionals, process all reports and evaluates the type of treatment to be used. One course of treatment at a time is covered. If necessary, you can receive a combination of multiple treatment forms.

If you have received 15 treatments for the same injury within 12 months, contact your own doctor to assess whether you are receiving the correct treatment and whether the treatment should continue. We may request a written referral or recommendation from your doctor. After a medical assessment, we may either refuse to cover treatment if the problem cannot be rectified, or stop a treatment course if the treatment is deemed to be ineffective.

You are required to provide us with the information we consider necessary to assess whether the injury is covered by the insurance and whether the treatment has the desired effect.

#### Treatment in Dansk Sundhedssikring's network

The insurance covers the necessary number of treatments per disease/injury based on a professional assessment. The therapist determines the course of treatment. You will be offered a quick appointment at a quality-assured clinic and we will settle directly with the therapist.

### Treatment outside Dansk Sundhedssikring's network

The insurance covers up to 10 annual treatments per calendar year per form of treatment. The treatments are allocated in portions. If further treatments are required, contact the healthcare team, who will evaluate and allocate additional treatments. You should settle with the therapist yourself. Once your course of treatment is complete, send us a copy of all the original bills. Bills must be submitted no later than 3 months after the final treatment in order to qualify for a refund.

The insurance covers your actual expenses for the treatment. If you have a referral for physiotherapy and you use a therapist with an agreement with the public health insurance system (service provider number), we will cover your own payment after the subsidy from the health insurance. If you chose a therapist without such an agreement, we cover the therapist's fee, up to a maximum of DKK 465 for the first treatment and DKK 300 for subsequent treatments. For chiropractic treatment, we cover a maximum amount corresponding to the patient's share according to the rate applicable for general chiropractic. For reflexology, we cover up to a maximum of DKK 500 per treatment and up to DKK 300 per treatment for physiotherapeutic massage (30 minutes).

If there is no appropriate network clinic within 20 kilometres of your residence or workplace, we will help you to find a closer therapist outside our network. In this case, there will not be a limit of 10 annual treatments per calendar year per form of treatment.

### 5.2 Medical advice on health and disease

Our health team consisting of experienced doctors, nurses, physiotherapists and other healthcare professionals has many years' experience from various areas of specialisation and they offer counselling by telephone regarding health and disease.

### 5.3 Guide to the public healthcare system's treatment services

Through our unique SundhedsNavigator and coordinator concept, we also provide advice by telephone about the public healthcare system's treatment options, including options, patient rights, appeal procedures, guidance about waiting times, free hospital choice and examination and treatment guarantees. The healthcare team also helps to review medical records from hospitals and doctors, book appointments and help to find public treatment services or other assistance if necessary.

### 5.4 Addiction counselling

If you have an addiction problem, such as alcohol, medicine or drugs, you can call our healthcare team for advice. The healthcare team can also advise you about public treatment services.

### 5.5 Telephonic psychological counselling

The insurance offers individual telephone counselling about problems caused by your work, provided by psychologists and psychotherapists with special expertise in areas such as stress, well-being, dismissal, bullying and conflicts. We will refer you to a therapist in our quality-assured network. The insurance covers the necessary number of treatments per disease/injury based on a professional assessment.

### 5.6 Trauma counselling

The insurance offers emergency trauma assistance if you have experienced an emergency crisis, for example in connection with an accident at work. Claims should be filed with the healthcare team. If we consider that you need emergency trauma counselling, you will be put in telephone contact with a trauma psychologist from our network within 3 hours after the claim is approved. In other cases, we may refer you to general psychological counselling, cf. section 5.5 "Telephonic psychological counselling".

## 6 What the insurance does not cover

- Emergency treatment.
- Expenses for medical records, certificates, psychological and cognitive testing and similar.
- Expenses for doctors' referrals, doctors' recommendations, medical certificates and medical specialist certificates.
- Expenses for treatment outside normal working hours (weekend, evening or similar charges).
- Expenses for inserts, soles, mats, tapes, bandages and similar.
- Expenses for additional services such as shockwave, laser treatment, ultrasound and acupuncture.
- Expenses for aids.
- Scan and X-ray expenses.
- Transport and travel expenses.
- Treatments performed by you, family members, colleagues or a company belonging to one of these.
- Fees for failure to cancel or late cancellation for treatments.



- Costs due to your failure to attend treatment.
- Problems resulting from or during the performance of professional sports (sports activities where you are contractually paid by a sports club or sponsors, where the main income derives from the sport).
- Expenses for injuries caused intentionally or through gross negligence.
- Expenses for injuries caused by criminal offences.
- Experimental treatment.
- Expenses for problems that are not directly attributable to your work.

## 7 General provisions

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### 7.1 Duration of the insurance

The insurance is valid for one year at a time and will automatically be renewed on the renewal date, unless otherwise stated in the insurance contract.

### 7.2 Insurance sum

The insurance sum is DKK 100,000 per person per year. The amount is fixed and is not adjusted. If an insured person uses up the insurance sum, no further expenses will be covered.

### 7.3 Payment of the premium

The premium is paid for the first time when it enters into force. Later payments will follow the contract. We will send an invoice to the notified e-mail address or by electronic invoicing. In other cases, we will send an invoice to the notified payment address. We should be notified immediately if the payment address is changed. We are entitled to have any costs for postage covered.

We charge any fees along with the payment, including costs for postage, covering our handling costs for the payment. We also charge any taxes to the state.

The due date for payment is indicated on the invoice.

### Non-payment

If the insurance is not paid by the due date, we will send you a reminder with a payment deadline within 10 days after the reminder has been sent. We are entitled to charge a reminder fee.

If the insurance is not paid within 10 days after the reminder has been sent, we will send a reminder indicating that the insurance cover will expire if the insurance premium and the reminder fee have not been paid no later than within 21 days after the reminder has been sent.

If the coverage expires, reported and approved claims will be finalized according to the applicable rules, cf. section 7.5 "Termination of the insurance".

### 7.4 Adjustment of premium and insurance conditions

The price is adjusted once a year, unless otherwise agreed. An annual statement is drawn up of the current number of insured persons versus the number being paid for. Any difference will be credited or charged to the policyholder.

The premium is determined once a year on the renewal date.

The price adjustment is based on the latest year's claims accounts and changes in the net price index or similar (Statistics Denmark).

Premium adjustment is not limited to changes in the net price index and/or legislative changes. If this happens, you can choose to terminate the agreement in writing from the end of the current month plus one month after the renewal premium notification has been received.

If the price is based on some preconditions that are no longer present, we can adjust the price on the next renewal date. If a risk account is prepared for the insurance, the premium will be adjusted according to special rules.

In addition to the index-adjustment, we can change the insurance conditions and/or the price for the insurance for already established schemes, with one month's notice to the end of a month, unless otherwise stated in the contract. The price will be adjusted by a percentage determined by Dansk Sundhedssikring.

If you cannot accept the changes, you must terminate the agreement in writing within 14 days of receiving the notification of the notified changes. The insurance will then be terminated on the change date.

If the agreement is not terminated in writing, the insurance will continue with the changed insurance conditions and/or price.

Changes to the insurance conditions that are exclusively of a clarifying nature and do not impair the insurance coverage, e.g. linguistic updates and improvements, are not notified.

Premium changes due to index-adjustment and imposed taxes etc. by the public authorities are not regarded as a change to the insurance conditions or the price and will not be notified.

### **7.5 Cancellation and termination of the insurance**

Insurances that are purchased for one year at a time are automatically renewed from the renewal date, unless the insurance is cancelled by the policyholder or by Dansk Sundhedssikring. Unless otherwise agreed, an annual policy with annual statement of debit or credit is made.

The policyholder can cancel the insurance in writing with the current month plus one month.

Dansk Sundhedssikring can cancel the insurance in writing with the current month plus one month.

In case of fraud or attempted fraud, we can terminate the insurance without notice.

The insurance terminates at the end of the month when your employment terminates, if you leave the scheme or in case of non-payment of the premium.

The insurance will expire in any case at the time when the overall agreement between the company and Dansk Sundhedssikring ceases.

### **Coverage after termination of the insurance**

When the insurance stops, you lose your right to cover. This also applies to claims that are already reported and approved and which require treatment after the termination date. No new claims can be made.

### **Reimbursement of invoices after termination of the insurance**

Invoices for treatments must always be submitted no later than 3 months after the final treatment date in order to qualify for a refund. Only costs for treatments during the insurance period are covered.

### **7.6 Disclosure obligation**

You are required to provide us with the information that we find necessary in order to process the case and assess the extent to which the insurance covers. We should always be notified if you change address.

Membership of Sygeforsikringen "danmark" must always be disclosed in connection with the creation of a claim, as we are entitled to receive this subsidy.

When filing a claim, you must always inform us if you are no longer employed by the company. The insurance does not cover any expenses for treatments after termination of the insurance. This also applies to claims that are already reported and approved and which require treatment after the termination date. We may require reimbursement of expenses for treatments received after the date of termination of the insurance.

### **Double insurance**

If changes are made to the insurance policy's risk condition, including double insurance, we must be immediately notified of this, as we may otherwise limit the cover or completely refuse to cover the claim.

If you have made a claim to another insurance policy, you must always inform us of this in connection with making a claim to us. If there is cover from another insurance company, the cover from this insurance will be secondary and the other cover should therefore be used first. We do not pay costs for claims for which cover has been received from another company.

### **7.7 Processing of personal information**

We treat your personal information confidentially and in accordance with applicable legislation. When you purchase insurance from us, we gather information in connection with enrolment, filing a claim and use of our digital platforms, e.g. civil registration number, telephone number, e-mail address, membership of Sygeforsikringen "danmark", industry, employment, marital status and any health information. This information is used to create and administer the insurance policy for use in case of a claim and in the ongoing case processing to ensure the best possible service and as part of sales management, product development, quality assurance, advice and determination of general user behaviour.

We retain the gathered information for as long as necessary and in accordance with the applicable legislation.

You can always contact us if you want to know which personal information we have registered about you. You are entitled to change incorrect information. On our website, ds-sundhed.dk, you can read more about data security and how we handle your personal information.

In some cases, we pass personal information about you to the suppliers with whom we cooperate.



### 7.8 Processing of health information

There is no requirement to provide health information when you take out insurance with us. If you wish to enter into the scheme after having previously provided a waiver statement, however, we may require you to provide necessary health information. When reporting a disease/injury, you accept that we may obtain information about your health if we consider it to be relevant in connection with the reported disease/injury. We can obtain the information from the public healthcare service, public authorities, including municipalities, the National Board of Industrial Injuries, insurance companies, pension companies, Sundhed.dk etc. Information is always obtained with your written or oral consent.

Health information is only used in connection with the handling of the reported disease/injury and is always handled in accordance with the requirements of the Health Act regarding confidentiality (§40 of the Health Act: "a patient is entitled to healthcare professionals observing confidentiality about what they learn or suspect during the performance of their duties regarding health matters, other purely private and other confidential information").

Disclosure of health information occurs solely in connection with examination/treatment of the notified disorder/injury in accordance with §41 of the Health Act concerning disclosure of health information, etc. in connection with the treatment of patients.

### 7.9 Incorrect information

The insurance requires correct information. If you provide incorrect information or conceal information when the insurance policy is created or later, the right to cover may lapse in whole or in part.

### 7.10 Limitations

The agreement follows the normal rules of limitations under the applicable Limitations Act.

### 7.11 Avenues of complaint

If you disagree or are dissatisfied with our decision, please contact the department that has processed the case. If you are still not satisfied after contacting the department, please write to our quality department, which is responsible for complaints, in order to appeal your case.

Your complaint will be handled by a complaints manager as soon as possible and within no more than 7 working days. You can send your complaint via our website: ds-sundhed.dk.

If you then wish to appeal the decision taken by the complaints manager, you may appeal to the Insurance Complaint Board. There is a fee for appeals to the complaint board, and the complaint must be submitted on a special complaint form, which you can obtain from the complaints board.

The address is as follows:

Ankenævnet for Forsikring  
Østergade 18, 2nd floor  
1100 Copenhagen K  
Telephone +45 33 15 89 00 between 10.00 AM and 1.00 PM  
[www.ankeforsikring.dk](http://www.ankeforsikring.dk)

### Applicable law

The insurance is subject to Danish law, including the Danish Insurance Contracts Act and the Danish Financial Business Act. Disputes about the insurance contract will be settled according to Danish law by the Danish courts and in accordance with the rules in the Administration of Justice Act regarding the legal venue.

We are not responsible for the results of examinations, treatments and assessments, including the lack of effect of treatment or if the treatment results in errors. Any claim for damages must be brought against the hospital or clinic responsible for the treatment.

In cases where a foreign-language insurance contract or insurance terms have been used, any discrepancies arising from the translation will mean that the Danish text is always applicable.

### 7.12 For further information

If you want to know more about your insurance, you can contact Dansk Sundhedssikring by telephone +45 70206121 or using the e-mail address: [sundhedsforsikring@ds-sundhed.dk](mailto:sundhedsforsikring@ds-sundhed.dk). You can also find more information on our website: ds-sundhed.dk, where you can also file your claim online.