

The General Insurance Conditions for Dental Cover

Effective from 1 July 2024



1. "danmark" Erhverv

- 1.1 "danmark" Erhverv Skadesforsikringsaktieselskab, company reg. (CVR) no. 39 43 73 92, (in the following referred to as "danmark" Erhverv) is a subsidiary of Sygeforsikringen "danmark" GS.
- 1.2 "danmark" Erhverv offers dental cover in the form of group insurance policies taken out by companies, associations, organisations and similar as group representatives.

2 The insurance agreement

- 2.1 The insurance agreement (in the following referred to as the Insurance Agreement) consists of:
- The Group Insurance Agreement, entered into between "danmark" Erhverv and the group representative and setting out the general provisions on the insured, their enrolment and disenrolment, the agreement term and the scope of insurance cover, deductible, etc.
 - The General Insurance Conditions for Dental Cover
 - The list of treatments containing an exhaustive list of dental treatments covered under the Insurance Contract and specifying the maximum tariffs and limitations of cover.

Each individual Insurance Agreement has its own list of treatments according to the individual Group Insurance Agreement between "danmark" Erhverv and the group representative. There is no general list of treatments.

- 2.2 The General Insurance Conditions for Dental Cover may be derogated from in the provisions set out in the Group Insurance Agreement and agreed between "danmark" Erhverv and the group representative.

In the event of any discrepancies between the provisions of the Group Insurance Agreement and provisions of the General

Insurance Conditions, the provisions of the Group Insurance Agreement will always prevail.

- 2.3 "danmark" Erhverv may with full legal effect for all group members (insured) of the same Group Insurance Agreement make agreements with the group representative on any matters relating to the Insurance Agreement.
- 2.4 Insured will be notified of any derogation from the General Insurance Conditions, see clause 2.2, and amendments, see clause 2.3, by "danmark" Erhverv or the group representative.
- 2.5 Provisions on enrolment in the insurance coverage as an insured are set out in the Group Insurance Agreement. The insured must have a Danish civil registration number (CPR number).

3 Electronic communication

- 3.1 Communication between "danmark" Erhverv and the insured will be digital through the website of "danmark" Erhverv, **danmarkerhverv.dk**, including policy, statement of cover, amendments to insurance conditions, cover, etc. The insured can access the communication by logging onto **danmarkerhverv.dk**.
- 3.2 The group representative must provide a valid e-mail address for each insured when the insured is registered for the first time.
- The insured may change the e-mail address provided at a later date.
- If the insured has changed the e-mail address, the insured will be responsible for ensuring that the e-mail address provided is valid at any time.
- 3.3 Insured will be notified of any messages at **danmarkerhverv.dk** from "danmark" Erhverv to the insured by e-mail sent to the e-mail address provided. "danmark" Erhverv may use an alternative secure mode of communication.

4 Compensation and tariffs

- 4.1 "danmark" Erhverv only covers dental treatments which are specified on the list of treatments forming part of the Insurance Agreement and which have been provided during the period of cover.

The list of treatments is furthermore subject to limitations of cover.

- 4.2 The dental treatment must be performed by an authorised dental practitioner or an authorised independently practising dental hygienist in Denmark, in another EU/EEA member state or in the UK.

Dental treatments performed by independently practising dental hygienists are limited to certain treatments.

Bills from practitioners in other EU/EEA member states or the UK are subject to a language requirement, see clause 7.4.

- 4.3 Compensation is determined according to "danmark" Erhverv's maximum tariffs and limitations of cover applicable from time to time to the Group Insurance Agreement and the General Insurance Conditions for Dental Cover. The tariffs are specified in the list of treatments, which is available at **danmarkerhverv.dk** via login. "danmark" Erhverv may, however, opt to make the list of treatments available to the insured in other ways.

- 4.4 Compensation will be paid only if the expense incurred relates to a treatment directly received by the insured.

- 4.5 Compensation is determined on the basis of the actual expense incurred by the insured and will never exceed the actual expense incurred by the insured.

- 4.6 If, in connection with the claims processing, "danmark" Erhverv needs, additional documentation, we may obtain additional relevant information from your dental records kept by the dentist/dental hygienist providing the treatment.

5 Sum insured and deductible

- 5.1 The insured can see the annual sum insured at **danmarkerhverv.dk**. The annual sum insured is also specified in the Group Insurance Agreement.

- 5.2 Where an annual deductible has been agreed, the insured can see the deductible at **danmarkerhverv.dk**. The deductible is also specified in the Group Insurance Agreement.

If an annual deductible has been agreed, compensation will not be paid until the aggregate compensation for an insurance year exceeds the deductible less any compensation received under other insurance policies and/or from the state.

- 5.3 The initial insurance year runs from the effective date of the insured's cover, see clause 14, until the renewal date of the Group Insurance Agreement. A new insurance year of 12 months will commence after that date, and so on.

- 5.4 If the initial insurance year is less than 12 months, the sum insured and the deductible will be adjusted accordingly.

- 5.5 The date of treatment determines which insurance year to which compensation is to be allocated.

6 Exclusions

- 6.1 No cover is provided for treatments for which cosmetic considerations are the decisive indication and for which the main purpose is to change or improve the insured's appearance, regardless of whether the treatment features on the list of treatments.

A treatment provided as a result of a change caused by illness or trauma is not deemed to be a cosmetic treatment.

The insurance does not cover pre-existing treatment needs, including missing teeth, at the effective date of the insurance unless otherwise agreed under the Group

Insurance Contract. By pre-existing treatment needs is meant any treatment which was recommended or planned or of which the insured was aware or ought to have been aware prior to the effective date of the insured's cover.

6.2 No cover is provided for dental treatments performed on the insured by:

- the insured or a company owned by the insured
- the insured's spouse/cohabitant or a company owned by the insured's spouse/cohabitant, the insured's children or parents or a company owned by the insured's children or parents.

6.3 No cover is provided for expenses for certificates, on-call fees and consultations.

6.4 No cover is provided for dental treatments relating to damage or injury caused by abuse of alcohol, narcotics or other toxic substances, medicines, jewellery in or around the oral cavity or any complications in that respect, or as a result of self-inflicted or grossly negligent bodily harm.

6.5 During epidemics under public treatment, "danmark" Erhverv may reduce compensation or fully cease to pay compensation.

6.6 No cover is provided for expenses for dental treatment provided as a direct or indirect cause of natural disturbances, epidemics, war, war-like operations, terrorism or terrorism-like operations, measures to safeguard against civil wars, uprising or civil unrest as well as damage or injury directly or indirectly caused by or incidental to nuclear reactions or other forms of force majeure.

6.7 No cover is provided for treatment of damage or injury resulting from the practice of professional sports (athletic sports against financial compensation or subsidies comparable thereto).

6.8 No cover is provided for expenses which are covered by another insurance policy or the state, see clause 10.

6.9 No cover is provided for courses of treatment the cover for which has been confirmed under other insurance, regardless of whether the treatment or any part of the course of treatment is provided after the effective date of the insurance with "danmark" Erhverv.

6.10 No cover is provided to the extent cover is excluded and/or limited in the list of treatments. Any exclusions and/or limitations applying to the scope of cover are also specified in the Group Insurance Agreement.

7 Notification of claims

7.1 Notification of claims must be made electronically by the dentist to "danmark" Erhverv according to specifications provided.

7.2 Regardless of clause 7.1, claims relating to treatments covered may be notified by the insured. In that event, the insured must notify "danmark" Erhverv of the claim as soon as possible via login to **danmarkerhverv.dk** when the treatment has been provided and the bill has been paid.

7.3 In connection with notification of a claim, see clause 7.2, the insured must submit and/or upload the original bill, which must be specified and clearly identify the insured, e.g. by stating the name, address, CPR number of the insured or the policy number. The insured must furthermore submit proof that the bill has been paid.

7.4 Such documents must be in the Danish, Swedish, Norwegian, English or German language. If the language requirement is not met, the documents must be accompanied by translations by a certified translator. "danmark" Erhverv will not cover any expenses incurred in that respect.

8 Limitation periods

- 8.1 Claims must be notified to "danmark" Erhverv within six months after the expiry of the insurance cover, see clause 15. On the expiry of the time limit, the right to payout of claims not notified will lapse.
- 8.2 In addition, any claim notified to "danmark" Erhverv will be limited according to the general rules of Danish law on inactivity or limitation.

9 Payment of premiums

- 9.1 Premiums due are payable by the group representative according to the provisions of the Group Insurance Agreement.
- 9.2 If the premiums are not paid, the cover will lapse with effect for the insured.

10 Cover by third party

- 10.1 "danmark" Erhverv will not cover expenses which are covered by another insurance policy or by the state.
- 10.2 The insured must notify "danmark" Erhverv immediately if the claim for compensation is wholly or partially covered by other insurance in order for "danmark" Erhverv to make a potential claim of recourse. However, the insured is not required to notify "danmark" Erhverv if a claim is covered by Sygeforsikringen "danmark".
- 10.3 "danmark" Erhverv will decide at its discretion whether to make a claim against the other company.
- 10.4 In the event of legal action etc., the insured must take such measures as are necessary in order to also safeguard the interests of "danmark" Erhverv vis-à-vis the other company.
- 10.5 If, in the event of double insurance, the insured receives compensation or reimbursement from a third party for expenses incurred in connection with dental treatment etc., "danmark" Erhverv will not pay compensation. If, in the event

of double insurance, "danmark" Erhverv has already paid compensation, the compensation paid by "danmark" Erhverv must be repaid immediately.

"danmark" Erhverv is entitled to set off any payments to which the insured was not entitled against any subsequent claims due against "danmark" Erhverv.

If the other insurance company has also limited its coverage in the event of double insurance, both "danmark" Erhverv and the other insurance company are required to pay proportionate compensation.

- 10.6 The Insured cannot with binding effect on "danmark" Erhverv waive claims, reduce claims or otherwise impair the legal position of "danmark" Erhverv in respect of other coverage as referred to in clause 10.1.
- 10.7 Any non-compliance with the provisions of clauses 10.1–10.6 on the part of the insured may cause "danmark" Erhverv's liability to pay compensation to lapse or be reduced.
- 10.8 It is not possible to receive compensation from more than one dental insurance with "danmark" Erhverv, see clause 15.4.

11 Supplementary insurance for co-insured

- 11.1 If provided for in the Group Insurance Agreement, the insured's partner under the age of 69 and registered at the same home address as the insured, as well as the children of the insured or the insured's partner's children aged 18–25, are entitled to take out supplementary insurance. Partner's insurance will automatically cease when the partner reaches the age of 70, and children's insurance automatically ceases when the child reaches the age of 26.
- 11.2 The supplementary insurance must be taken out no later than 30 days after the date of the insured's enrolment, cf. clause 14, and with effect from the date of enrolment.

- 11.3 If the insured at a later date has a partner who is registered at the insured's home address or has children reaching the age of 18, the partner and the children will also be able to obtain cover, provided that "danmark" Erhverv is notified thereof no later than 30 days after registration of the shared home address or the child's 18th birthday.
- 11.4 Cover and premium applying to the supplementary insurance are set out in the Group Insurance Agreement.
- 11.5 The specific provisions applying to co-insured, their enrolment in and disenrolment from the supplementary insurance, as well as the scope of cover, payment of premium, deductible etc., are provided in separate conditions of supplementary insurance.

12 Amendments etc.

- 12.1 The group representative will be notified in the event of any amendments to the Insurance Agreement.

Insureds can view the applicable insurance conditions, information about dental cover and the List of Treatments at any time by logging on to the self-service platform via **danmarkerhverv.dk**.

- 12.2 Fees may be increased, and new fees may be introduced to cover costs in connection with charging premiums, sending out reminders, printing documents and other services. Notification of changes will be provided at **danmarkerhverv.dk**. A list of all fees is available at **danmarkerhverv.dk**.

13 Processing of personal data

- 13.1 As part of the insured's cover under the Insurance Agreement, "danmark" Erhverv will process the insured's personal data. The processing will take place in compliance with "danmark" Erhverv's privacy policy, which is available at **danmarkerhverv.dk**.

14 Commencement of insurance cover

- 14.1 The insurance cover commences as provided in clause 14.2.
- 14.2 The date of commencement applying to the insured will be set out in the Group Insurance Agreement. The insurance cover of the insured will not commence until the date of commencement of the Group Insurance Agreement.

15 Expiry of insurance cover

- 15.1 The cover automatically expires at the latest at the time when the insured leaves his/her employment or the association, organisation or similar qualifying for cover, or on the expiry of the Group Insurance Agreement.
- 15.2 "danmark" Erhverv may terminate the cover for the insured without notice if the insured by intentional incorrect information, false or redacted documents or otherwise has claimed cover to which the insured is not entitled or a larger compensation than what the insured is entitled to.
- 15.3 The cover will cease in the event of non-payment of premium as set out in the provisions of the Group Insurance Agreement.
- 15.4 The insured may at no time have more than one insurance cover with "danmark" Erhverv.

If the insured satisfies the conditions for two group covers under two group insurance Agreements, "danmark" Erhverv will withdraw one of the group covers without notice.

If the insured meets the conditions for both one group insurance and one supplementary insurance, "danmark" Erhverv will cancel the supplementary insurance without notice.

16 Governing law and complaints

- 16.1 The general rules of Danish law on insurance agreements and Danish law in general apply to the extent not derogated from in the provisions of the Insurance Agreement.
- 16.2 In the event of disagreement as to a decision, the department of "danmark" Erhverv which processed the case may be contacted. If agreement still cannot be reached, "danmark" Erhverv's Complaints Manager may be contacted. Reference is also made to the complaint guidelines available at the website of "danmark" Erhverv.
- 16.3 If, after contacting the Complaints Manager, agreement still cannot be reached, a complaint may be filed with the Danish Insurance Complaints Board. A fee of DKK 200 is payable when filing a complaint with the Complaints Board. The DKK 200 will be repaid if the complaint is found to be justified in whole or in part. A guide to filing complaints is available at **www.ankeforsikring.dk** in Danish only.

Glossary for the General Insurance Conditions of "danmark" Erhverv (in alphabetical order):

(The insurance conditions take precedence over the glossary)

Treatment, dental treatment and procedure

By treatment or procedure is meant dental treatment. Each dental treatment is deemed to be a single procedure. For example, an X-ray, an anaesthetic and a plastic filling = three dental treatments / three procedures. Each procedure is subject to an individual calculation of compensation.

Treatment need

Treatment need means the specific dental damage triggering a need for treatment, regardless of the cause of the dental damage.

Certain treatment needs which have arisen before the dental cover commenced may be excluded from cover. See the statement of cover for additional information.

Date of treatment / time of treatment

The date when the specific treatment (procedure) was performed. Compensation is determined based on the actual date of treatment.

Treatments performed before the effective date of the insurance or after the expiry of the insurance will never be covered. Nor is cover provided if the specific treatment is part of a course of treatment which commenced prior to the expiry of the insurance.

Course of treatment

A course of treatment is a dental treatment provided over a period of time.

Compensation is determined for each specific treatment based on the date and price of the individual treatment.

Cover is only available for treatments provided during an active policy period.

Double insurance

By double insurance is meant that the insured has cover through several insurance companies.

For example, the insured may have dental insurance through "danmark" Erhverv and at the same time be covered by accident insurance taken out with another insurance company.

Scope of cover

The scope of cover comprises the following: sum insured, deductible, treatments covered by the group insurance Agreement, maximum treatment tariffs and any limitations such as waiting periods.

Statement of cover

A statement of the sum insured, deductible, treatments (list of treatments) covered and special terms and conditions applying to coverage during the insurance year.

The statement of cover is updated for each insurance year at the date of renewal of the group insurance Agreement.

Compensation

The amount paid out by "danmark" Erhverv to cover a treatment. The maximum compensation for a treatment is specified in the list of treatments.

EU/EEA/UK

Countries and regions in Europe which are members of the EU/EEA or situated in the United Kingdom comprising: Belgium, Bulgaria, Cyprus (Greek part), Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, the Netherlands (Holland), Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the Czech Republic, Germany, Hungary, Austria, Iceland, Lichtenstein, Norway, England, Scotland, Wales and Northern Ireland.

Overseas islands, departments, colonies and regions belonging to the European countries are not included in the territories covered.

Force majeure

An external factor which exceptionally exempts both the insured and "danmark" Erhverv from the insurance Agreement.

Insured

A person covered by dental insurance. This may be a person covered by group insurance or a co-insured.

Sum insured

The sum insured is the maximum compensation available to an insured in an insurance year. The sum insured is specified in the group insurance Agreement. The amount is subject to adjustment each insurance year.

If the insured obtains dental cover during the insurance year of the group insurance Agreement, the sum insured for the initial insurance year will be adjusted on a prorated basis until the next renewal date of the group insurance Agreement.

Insurance year

An insurance year equals 12 months.

The insurance year is consistent with the renewal date of the Group Insurance Agreement (i.e. the effective date of the Group Insurance Agreement). A new insurance year commences after 12 months.

If the insured is covered by dental insurance during the insurance year of the group insurance Agreement, the initial insurance year applying to the insured will run from the date of enrolment until the next renewal date of the group insurance Agreement. Subsequently, the cover will coincide with the insurance year of the Group Insurance Agreement.

Pre-existing treatment needs

If your insurance contract stipulates that the insurance does not cover pre-existing treatment needs, it means that the insurance does not cover any treatment which was recommended or planned or of which you were aware or ought to have been aware prior to the effective date of the insurance. This exclusion implies, among other things, that no compensation will be paid for teeth missing at the effective date of the cover.

Limitation periods

In the event of expiry of the Insurance Agreement, any claim for cover must be notified within six months at the latest. After that date, the right to compensation will lapse.

Treatments performed after the expiry of the insurance will not be covered.

Group insurance Agreement

An insurance Agreement entered into between "danmark" Erhverv and a company, association, organisation or similar.

Person covered by group insurance

An employee or member of a company, an association, an organisation or similar covered by dental insurance with "danmark" Erhverv.

Group representative

The company, association, organisation or similar which has entered into a Group Insurance Agreement and taken out dental insurance with "danmark" Erhverv.

Waiting period

The waiting period is a qualifying period commencing on the date when the insurance takes effect. It implies that you will not receive compensation for any treatment until the waiting period has expired. Treatment needs arising during the waiting period are not covered, even if the treatment is provided after the expiry of the waiting period.

Co-insured

A co-insured is a person who has taken out dental insurance via a person covered by group insurance. A co-insured is either a partner registered at the same home address as the person covered by group insurance or a child of the person covered by group insurance aged 18-25 (may also be a child of the partner registered at the same home address as the person covered by group insurance).

Policy

The policy is the document in which "danmark" Erhverv confirms the insured's dental insurance cover.

Recourse

The distribution of compensation between insurance companies if an insured is entitled to compensation under several insurance policies / from several insurance companies; for example if a person has accident insurance as well as dental insurance.

Self-service

"danmark" Erhverv's on-line self-service platform at **danmarkerhverv.dk**. Use MitID to log on.

Deductible

The deductible is an annual lump sum deducted from the insured's compensation prior to disbursement. The amount of the deductible is agreed in the group insurance Agreement. The amount is subject to adjustment each insurance year.

If the insured obtains dental cover after commencement of the insurance year of the group insurance Agreement, the deductible for the initial insurance year will be adjusted on a prorated basis until the next renewal date of the group insurance Agreement.

Claims processing

Claims processing commences when "danmark" Erhverv receives your bill and calculates your compensation. For purposes of the claims processing, we may need supplementary information from your treatment provider.

List of treatments

An exhaustive list of the dental treatments covered under the Insurance Agreement as well as the maximum tariffs for each treatment.

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