

Bliwa

SÄKRA

# Säkra's Dental Care Insurance with Bliwa

*Supplementary insurance to Care Insurance*

**INSURANCE CONDITIONS**

EFFECTIVE AS OF 1 JANUARY 2025



## PURPOSE OF THE INSURANCE

Säkra's dental care insurance with Bliwa is supplementary insurance to Säkra's care insurance with Bliwa, which provides the insured with financial protection for certain dental care treatment performed in Sweden under the Swedish Dental Care Act. The insurance is risk insurance, which has no value if it ceases before an insurance event has occurred. An individual person may be covered by the insurance with Bliwa if a group agreement entitling them to such insurance has been concluded between Bliwa and a group to which they belong, i.e., Säkra.

## INSURER

Bliwa Livförsäkring, ömsesidigt, corporate identity number 502006-6329 (referred to below as 'Bliwa') is the insurer for these insurance products. Bliwa is a mutual insurance company, which means that the company is owned by the policyholders. This means in its turn that the policyholders are entitled to a bonus from any surplus that may arise from Bliwa's operations; see Sub-clause 1.16.

Bliwa's insurance activities are subject to the supervision of the Swedish Financial Supervisory Authority (Finansinspektionen), postal address Box 7821, SE-103 97 Stockholm. Visiting address: Brunnsgatan 3, Stockholm. Email address: [finansinspektionen@fi.se](mailto:finansinspektionen@fi.se). Telephone number +46 (0)8-408 980 00. Website: [www.fi.se](http://www.fi.se). Bliwa's marketing is subject to the supervision of the Swedish Consumer Agency, postal address Box 48, SE-651 02 Karlstad. Visiting address: Tage Erlandergratan 8A. Email address: [konsumentverket@konsumentverket.se](mailto:konsumentverket@konsumentverket.se). Telephone number +46 (0)771-42 33 00. Website: [www.ko.se](http://www.ko.se).

You can obtain information about Bliwa's financial status from Bliwa's latest adopted annual report. The annual report is available from Bliwa's website [www.bliwa.se](http://www.bliwa.se) and can also be ordered by contacting Bliwa. Bliwa's contact details are shown at the end of these conditions.

Bliwa provides insurance conditions and all other information in Swedish. Any legal proceedings concerning these conditions or the insurance in some other respect shall take place in Sweden, applying Swedish law.

## INFORMATION ABOUT THE CONDITIONS, ETC., GOVERNING THE INSURANCE

These insurance conditions apply from and including 1 January 2025. This means that the conditions apply to insurance products taken out or renewed from 1 January 2025 or later. The conditions also apply to an insurance event that occurs from 1 January 2025 or later. The insurance is also governed by the group agreement concluded and the insurance statement issued for the insurance. Furthermore, the Insurance Business Act (2010:2043), the Insurance Contracts Act (2005:104) and Swedish law in general apply. A provision specially agreed in a group agreement takes precedence over these conditions.

## TAX RULES

The insurance constitutes capital insurance according to the Income Tax Act (1999:1229). As the insurance constitutes capital insurance, this means in tax respects, among other things, that compensation under the insurance is 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 were informed that the insurance agreement started to apply. The policyholder must notify Säkra 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; see Sub-clause 1.8. The policyholder is always obligated to pay the premium for the period during which the insurance was in force.

## Contents

1.	Common provisions.....	4
1.1	Information about the group agreement and voluntary and compulsory insurance .....	4
1.2	The insurance conditions and the individual insurance agreement.....	5
1.3	Term of validity of the insurance .....	5
1.4	Who can apply for or be covered by group insurance.....	5
1.5	When the insurance enters into force .....	5
1.6	Health requirements .....	5
1.7	Premium .....	6
1.8	When the insurance ceases to apply .....	6
1.9	Extended cover protection .....	7
1.10	Continuation insurance .....	7
1.11	Measures required for payout.....	7
1.12	Date of payout .....	8
1.13	Interest on late payout of benefit.....	8
1.14	Time limit .....	8
1.15	Control of the insurance.....	8
1.16	Rules for allocating surpluses and covering losses.....	8
1.17	Amendment of the insurance conditions .....	8
1.18	Representation system .....	8
2.	Special information about the dental care insurance .....	9
2.1	Term of validity .....	9
2.2	Entitlement to benefits .....	9
2.3	Amount of the benefit.....	9
2.4	Indemnifiable treatment .....	9
2.5	Limitations to the entitlement to compensation .....	9
3.	Limitations to Bliwa's liability .....	10
3.1	Duty of disclosure .....	10
3.2	Consequence of incorrect information .....	10
3.3	Validity of the insurance in the event of stays abroad .....	10
3.4	Validity of the insurance products in the event of state of war and political unrest.....	10
3.5	Losses caused by a nuclear reaction and also biological, chemical and nuclear substances .....	11
3.6	Validity of the insurance in the event of criminal acts, influence of alcohol, etc.....	11
3.7	<i>Force majeure</i> .....	11
3.8	Legal representative .....	11
3.9	Joint claims report register.....	11
4.	Processing of personal data.....	12
5.	Information about insurance distribution .....	12
6.	If we do not agree .....	12

## Definitions

### APPLICATION DOCUMENTS

In these insurance conditions, 'application documents' means both the application document itself and its appendices in the form of good-health declaration and group insurance plan.

### FULLY CAPABLE OF WORKING

The person in question should be able to perform their normal work without limitation in order to be considered 'fully capable of working'. A person who to some extent is on sick leave, has been granted sick pay, sickness or rehabilitation benefit, activity compensation, sickness compensation or similar compensation or at least half occupational injury annuity is not 'fully capable of working'.

A person receiving dormant activity compensation, dormant sickness compensation or at least half of dormant occupational injury annuity is not considered to be 'fully capable of working' for the period during which the compensation or occupational injury annuity is dormant.

### INSURED

The person in respect of whose health the insurance applies.

### INSURANCE STATEMENT

An insurance statement will be issued when insurance is provided, including details about the fundamental rights and obligations resulting from the insurance together with important limitations to the insurance protection. An insurance statement will also be issued when the insurance has been amended or renewed, provided the change is significant or if the new insurance conditions include a limitation to the insurance protection.

### INSURANCE EVENT

An event that may afford entitlement to insurance compensation under the insurance conditions. A detailed description is provided below in conjunction with insurance, specifying the time at which an insurance event is deemed to have occurred.

### POLICYHOLDER

A policyholder is the person who has entered into an insurance agreement with Bliwa.

### TERM OF INSURANCE

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

### GROUP AGREEMENT

The agreement concluded between Bliwa and a group representative that specifies, among other

things, the person entitled to the insurance, the insurance products included in the agreement, what is required in order to be covered by or to take out each respective insurance product, what the insurance costs and how the premium should be paid. It is a precondition that a valid group agreement has been concluded and continues to apply in order for it to be possible to grant an individual insurance product and for it to be valid.

### GROUP REPRESENTATIVE

The natural or legal person representing the group entitled to insurance in relation to Bliwa. This is Säkra for voluntary insurance. The respective company is the group representative for compulsory group insurance.

### GROUP MEMBER

A person belonging to the group specified in the group agreement and who is thereby entitled to apply for and be covered by the insurance. In these conditions, for voluntary insurance, these are natural persons who are either customers of Säkra or employees of a legal person that is a customer of Säkra. The group entitled to compulsory insurance is shown in the group agreement.

### QUALIFICATION PERIOD

The term of insurance that must elapse before the insured can receive compensation from the insurance.

### HUSBAND/WIFE

'Husband/Wife' also means registered partner in these insurance conditions.

### CO-INSURED

The husband/wife or cohabitee of an insured group member who is insured in that capacity.

### PRICE BASE AMOUNT

The price base amount determined each year under Chapter 2, Section 7 of the Social Insurance Code (2010:110).

## 1. Common provisions

### 1.1 INFORMATION ABOUT THE GROUP AGREEMENT AND VOLUNTARY AND COMPULSORY INSURANCE

#### THE GROUP AGREEMENT

Under the Insurance Contracts Act, a valid group agreement is a precondition for an individual group insurance agreement. The group agreement is concluded between Bliwa and the group representative. The group agreement determines whether the insurance is compulsory or voluntary and also the general scope of the insurance. The

agreement also governs 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. If the group agreement relates to compulsory insurance, the premium for this is also specified in the group agreement. The group representative or Bliwa may give notice terminating the group agreement. If notice is given terminating the group agreement, this means that all of the insurance products issued on the basis of the group agreement cease to apply.

#### VOLUNTARY GROUP INSURANCE

Säkra's dental care insurance with Bliwa is voluntary group insurance. This means that those covered by the group agreement are entitled to make their own decision about whether or not they want to have the insurance protection. The insurance agreement is then concluded between the group member, as the policyholder, and Bliwa. This is done by the group member applying for and being granted insurance.

#### COMPULSORY GROUP INSURANCE

If the group insurance is compulsory, those specified in the group agreement as being entitled to the insurance are automatically covered by the insurance with Bliwa. The insurance agreement is concluded between the group representative, as the policyholder, and Bliwa. However, each insured is deemed to be a policyholder in terms of entitlement to insurance compensation, their relationship with creditors and also the right to control the insurance, for example by making a nomination of beneficiaries.

#### 1.2 THE INSURANCE CONDITIONS AND THE INDIVIDUAL INSURANCE AGREEMENT

These insurance conditions apply to each individual group insurance concluded on the basis of the group agreement between the group representative and Bliwa. The application documents and health certificates applicable at any given time, Bliwa's pre-contract information and also the latest insurance statement issued also apply to each individual group insurance.

#### 1.3 TERM OF VALIDITY OF THE INSURANCE

The insurance applies for no more than one year at a time unless otherwise specified in the group agreement. The first term of the insurance for new policies runs until the end of the year, i.e., up to and including 31 December of the year in which the insurance was taken out. The term of the insurance then runs for one year at a time, from 1 January to 31 December of each year. The insurance will be renewed annually provided notice has not been

given terminating either the insurance or the group agreement at the end of the term of the insurance. Bliwa is then entitled to amend the insurance conditions; see Sub-clause 1.17. 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. The age at expiry is shown in the description of the insurance below.

#### 1.4 WHO CAN APPLY FOR OR BE COVERED BY GROUP INSURANCE

The group agreement defines who are group members and who can thereby apply for or be covered by the insurance products. For Säkra's voluntary dental care insurance, it is natural persons who are either customers of Säkra or employees of a legal person that is a customer of Säkra and who have not attained the age of 55.

The group member is also required to be covered by Säkra's care insurance with Bliwa in order to be affiliated to and covered by the dental care insurance. They can then apply for voluntary insurance according to these conditions for themselves, their husband/wife or cohabitee who is covered by the care insurance.

For compulsory insurance, the group members are automatically covered by the insurance. The group entitled to compulsory insurance is shown in the group agreement.

The application documents also show whether Bliwa has imposed health requirements as a precondition for granting voluntary insurance.

A precondition for affiliation to the voluntary group insurance is that the policyholder and the insured are permanently resident in Sweden.

#### 1.5 WHEN THE INSURANCE ENTERS INTO FORCE

##### VOLUNTARY GROUP INSURANCE

###### *Upon application*

Voluntary group insurance can enter into force no earlier than the date specified in the group agreement. For applications via physical forms, the insurance enters into force on the day on which Säkra received the application. In the case of other forms of application, such as, for example, via the Internet, the insurance enters into force on the day after Säkra has received the application. The insurance enters into force subject to the precondition that the insurance may be granted according to the provisions of these insurance conditions and Bliwa's health requirements; see Sub-clause 1.6.

Bliwa's health requirements are shown in the application documents.

If the insurance is to be completely or partly reinsured, the insurance does not enter into force until the reinsurance has been granted, provided this has been stipulated in the group agreement.

#### COMPULSORY GROUP INSURANCE

Compulsory group insurance enters into force on the date specified in the group agreement and covers those who are group members on that date. For those who subsequently become group members, the insurance enters into force on the day after they join the group unless otherwise specified in the group agreement.

### 1.6 HEALTH REQUIREMENTS

#### 1.6.1 VOLUNTARY INSURANCE

A group member or co-insured is required to be fully capable of working on the date on which the insurance enters into force in order to be covered by the voluntary group insurance.

Bliwa is entitled to request the information and documents required to enable Bliwa to assess the group member's entitlement to insurance. The insurance may not be granted if Bliwa does not receive the documents requested.

A person who is not fully capable of working and owing to this is denied insurance, may be granted insurance when this person is once again fully capable of working and certifies this.

#### 1.6.2 COMPULSORY INSURANCE

For compulsory insurance, the group members are covered by the insurance without health requirements. They are automatically affiliated to the insurance directly on the basis of the group agreement. However, in order for the group member to be entitled to insurance compensation in connection with an insurance event, requirements in respect of the group member's health may be imposed in certain agreements upon affiliation to the insurance. In such cases this will be shown in the insurance statement issued.

### 1.7 PREMIUM

The price for the insurance products ('the premium') is calculated and determined by Bliwa for one year at a time. The amount of the premium may, for example, depend on the distribution of ages among those insured and the development of claims within the group. The premium for voluntary insurance is shown in the application documents.

The premium for compulsory insurance is specified in or in connection with the group agreement.

#### 1.7.1 PREMIUM PAYMENT

The premium for the insurance products must be paid by the person who is the policyholder. This means that the group member is the person responsible for paying for voluntary insurance.

#### 1.7.2 NOTICE OF TERMINATION OWING TO UNPAID PREMIUM

The first premium must be paid within 14 days from the date on which Säkra sent a premium payment demand. The premium for a subsequent premium period 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 Säkra sent a premium payment demand. Bliwa is entitled to give notice terminating the insurance or limiting its liability in accordance with the provisions of these conditions if the premium is not paid on time and the delay is not insignificant.

Notice of termination takes effect 14 days after the notice was sent from Säkra, unless the premium is paid within this time limit.

If it has not been possible to pay the premium for voluntary group insurance within the fourteen-day time limit because the group member was seriously ill, has been deprived of their liberty, has not received their pension or wages from their main employment or because another similar unexpected impediment occurred, the notice of termination takes effect one week after the impediment has ceased, though no later than three months after the fourteen-day time limit has expired.

If delay in payment of a premium for voluntary group insurance is due to the omission of a party acting as intermediary for the premium under the group agreement, the notice of termination only takes effect for the group member and any co-insured one week after the group member became aware of this delay.

For compulsory insurance, each insured is entitled to continuation insurance (see below in Sub-clause 1.11) if Bliwa's liability ceases owing to the policyholder not having paid the premium. The same applies for a co-insured for voluntary group insurance.

#### 1.7.3 REVIVAL OF INSURANCE

If notice of termination has been given and has taken effect in accordance with Sub-clause 1.7.2 and the delay in premium payment does not relate to the first premium for the insurance, the voluntary group insurance will be revived if the outstanding premium amount is paid within three months from notice of termination taking effect. This applies

subject to the precondition that the applicable group agreement is still in force. In the event of revival, the insurance will start to apply again from and including the day after the date on which the premium is paid. The insurance cannot be revived solely for a co-insured.

The above-mentioned also applies to compulsory insurance, although this can only be revived for the entire group.

Bliwa is not liable for claim events that occurred or that are due to an event that occurred during the period when the insurance did not apply.

#### **1.7.4 REPAYMENT OF PREMIUM**

If a premium has been paid for a period after the term of the insurance for an insurance product has expired, the premium paid in error will be repaid, though no more than premiums for the past twelve months. This period is counted from the day on which Säkra received a request to repay premiums. If a premium has been paid in error owing to an oversight (for example, for child insurance despite the children having attained the age at expiry for the insurance or for a co-insured despite the group member and the co-insured no longer being lawful spouses or cohabitants), a corresponding right to repayment of premiums applies, namely that no more than the premiums for twelve months will be repaid.

Premiums will only be repaid if the aggregate amount exceeds 0.3 per cent of the price base amount applicable on the date of repayment.

#### **1.8 WHEN THE INSURANCE CEASES TO APPLY**

The insurance applies for at most up to and including the month in which the insured attains the age at expiry for the insurance. The age at expiry for the insurance is the age of 67. The insurance may cease to apply prior to that if the group agreement ceases owing to notice of termination by Bliwa or by the group representative. If Bliwa gives notice terminating the group agreement, the insurance cannot cease to apply any earlier than upon the end of the current calendar year. If the group representative gives notice terminating the group agreement, the insurance cannot cease to apply any earlier than one month after Bliwa has received the notice of termination. The insurance also ceases to apply if the policyholder, the insured or Bliwa give notice terminating the agreement owing to an unpaid premium or incorrect information. The insurance also ceases to apply when the insured is no longer a member of the group entitled to be covered by the insurance under the group agreement.

The insurance also ceases if the insured is no longer covered by Säkra's care insurance with Bliwa.

The co-insured's insurance also ceases to apply when the group member's insurance ceases to apply, if the marriage or cohabitation relationship with the group member ceases or when the co-insured attains the age at expiry applicable for the insurance.

The insurance cannot be extended by paying the premium for the period after the insurance has ceased to apply for any of the above-mentioned grounds.

A person who is covered by compulsory insurance may decline the insurance at any time through a notification to Säkra.

#### **1.9 EXTENDED COVER PROTECTION**

An insured is entitled to extended insurance protection ('extended cover protection') for three months if they have been covered by dental care insurance with Bliwa for a period of at least six months and the insurance ceases to apply because the insured is no longer a member of the group. A co-insured is also entitled to extended cover protection on the same conditions if the marriage or cohabitation relationship with the group member ceases or if the group member dies.

However, the insured is not entitled to extended cover protection if notice has been given terminating the group agreement completely or partly or if they have personally opted to give notice terminating the insurance but remain within the group. Nor is the insured entitled to extended cover protection if they have been granted, or can obviously be granted, insurance protection of the same kind as before in some other way.

'Extended cover protection' means that an insurance event that occurs during the extended cover protection period and before the insured attains the age at expiry for the insurance is regulated in accordance with the insurance conditions and at the sum insured applicable immediately preceding the extended cover protection period.

There is no entitlement to extended cover protection if the person covered by the insurance attains, or has attained prior to this, the age at expiry for the insurance during the extended cover protection period.

#### **1.10 CONTINUATION INSURANCE**

If the group agreement ceases owing to notice of termination by the group representative or Bliwa,

each insured is entitled to be granted equivalent protection, without a health check, through Bliwa's continuation insurance. In some group agreements, an insured group member, who leaves the group for some reason other than having attained the age at expiry for the insurance, is also entitled to continuation insurance. Bliwa will provide information about the right to continuation insurance in conjunction with notice terminating the group agreement. An application for continuation insurance must be made within three months from when the insurance ceased.

A co-insured is entitled to take out continuation insurance if the group member dies or if their marriage or cohabitee relationship with the group member ceases. Entitlement to continuation insurance also applies for a co-insured if Bliwa, in the case of voluntary insurance, has given notice terminating the insurance agreement as a result of a delay in the group member paying the premium. A co-insured is also entitled to take out continuation insurance if the group member's insurance ceases to apply owing to the group member having attained the age at expiry for the insurance. However, this applies subject to the precondition that the co-insured has not themselves attained the age at expiry.

For compulsory insurance, each insured is entitled to continuation insurance if Bliwa's liability ceases owing to the policyholder not having paid the premium.

A person, who has been insured under the respective insurance for less than six months or has chosen to give notice terminating the insurance but remains within the group, is not entitled to continuation insurance. This is also the case for a person who has been granted, or can obviously be granted, insurance protection of the same kind as before in some other way. A person may not take out continuation insurance if they have attained the age at expiry for the group insurance.

The continuation insurance has different insurance conditions, sums insured and premiums than the group insurance.

#### **1.11 MEASURES REQUIRED FOR PAYOUT**

An insurance event must be reported and payout of compensation requested as soon as possible. Reports should be made online via Bliwa's website or on the standard form provided by Bliwa.

The documents and other information that Bliwa considers are necessary to assess the insured's entitlement to insurance compensation must be submitted to Bliwa. Bliwa does not compensate any costs for arranging this. If required for Bliwa to be

able to assess entitlement to insurance compensation, and if Bliwa so requests, the insured shall submit an authorisation so that Bliwa can obtain information from the policyholder, the insured, the employer or other group representative, physician, hospital, other care establishment, the Swedish Social Insurance Agency or another insurance establishment. If the insured does not submit such an authorisation, Bliwa may deny the entitlement to insurance compensation. Clause 4 describes how Bliwa processes the information obtained.

In the event of sickness or an accident, the insured shall seek health and medical care/dental care as soon as possible and follow the instructions provided by the care provider, the Swedish Social Insurance Agency and Bliwa. If Bliwa so requests, the insured shall agree to be examined by a physician/dentist appointed by Bliwa at the expense of Bliwa.

If the insured does not assist in the manner described above, the benefit that would otherwise have been paid out will be reduced according to what is reasonable considering the circumstances.

#### **1.12 DATE OF PAYOUT**

When Bliwa has established that an insurance event has occurred and the person requesting compensation has presented or assisted with the investigation in the manner that may reasonably be requested to enable Bliwa to determine its payment obligation and the person to whom payout should be made, the insurance event is to be settled speedily through Bliwa paying out compensation.

#### **1.13 INTEREST ON LATE PAYOUT OF BENEFIT**

Bliwa will pay interest under Section 6 of the Interest Act (1975:635) on a sum insured that has not been paid out 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 the investigation of the insurance event or payout 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 3.7.

#### **1.14 TIME LIMIT**

A party who wishes to receive insurance compensation or other insurance cover must institute proceedings against Bliwa within ten years from the date when 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 the claim to Bliwa within the period

prescribed by the first paragraph, the time limit for instituting 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 CONTROL OF THE INSURANCE**

The insured may not transfer or pledge the insurance. Any control in violation of this provision is ineffective.

### **1.16 RULES FOR ALLOCATING SURPLUSES AND COVERING LOSSES**

If a surplus should arise in Bliwa's insurance activities, the annual gain will be appropriated to a 'consolidation reserve'; see Sub-clause 1.16.1. However, it is not necessary for all surpluses to be appropriated for consolidation but they may instead be distributed to the policyholders through a bonus, in the first instance in the form of a reduction of future premiums. If a deficit should arise in the operation, an appropriation from Bliwa's consolidation reserve may be made to cover the loss.

Any decisions on appropriations from the consolidation reserve to cover losses or for a bonus from the surplus will be made by Bliwa's general meeting in accordance with Bliwa's Articles of Association and also Bliwa's Technical Guidelines and Technical Data for Calculations applicable at any given time. Both Bliwa's Articles of Association and the Technical Guidelines and Data for Calculations may be amended in the future as regards the right to any surplus.

#### **1.16.1 HOW THE CONSOLIDATION RESERVE MAY BE USED**

According to Bliwa's Articles of Association, the company's consolidation reserve may be used to cover losses, to allocate bonuses to the policyholders or to make donations for the public benefit or comparable purposes. The Articles of Association may be amended in the future as regards how the consolidation reserve is to be used.

### **1.17 AMENDMENT OF THE INSURANCE CONDITIONS**

Bliwa is entitled to amend these insurance conditions during an ongoing term of insurance if the amendment is needed owing to the nature of the insurance or owing to some other special circumstance such as, for instance, amended law, application of law or official regulation. An amendment that may need to be made owing to the nature of the insurance may, for example, be due to

an amendment to a collective agreement forming the basis of the insurance. An amendment that is due to an amended law, application of law or official regulation, and trivial amendments, may start to apply immediately. Other amendments start to apply one month after Bliwa issued the amendment. Bliwa is also entitled to apply new insurance conditions in conjunction with renewal of the insurance.

### **1.18 REPRESENTATION SYSTEM**

Bliwa Livförsäkring is a mutual insurance company. This means that the company is owned by its policyholders and that it is normally the policyholders that decide on the company's affairs. Bliwa has a representation system whereby the powers to make decisions are exercised by special delegate members appointed at Bliwa's general meeting. According to Bliwa's Articles of Association, half of the delegate members are appointed through direct election by the policyholders of Bliwa together with a small number of named organisations entitled to each appoint one delegate member. The other half of the delegate members are appointed by those customers of Bliwa who have paid the highest premiums during the immediately preceding financial year.

More information about the representation system, election of delegates and the general meeting of the company is available at [bliwa.se](http://bliwa.se).

## **2. Special information about the dental care insurance**

The dental care insurance can provide the insured with financial compensation for certain dental care treatment that is performed in Sweden. The insurance can only be taken out if the insured simultaneously takes out, or is already covered by, Säkra's care insurance with Bliwa.

### **2.1 TERM OF VALIDITY**

The insurance applies in the case of a need for dental care that arises during the term of the insurance. Benefits may be paid out for certain dental care treatment under the State Dental Care Assistance Act (2008:145) and also the State Dental Care Assistance Ordinance (2008:193), referred to jointly below as the Swedish Dental Care Act. The treatment that can be compensated is shown below under Sub-clause 2.4.

### **2.2 ENTITLEMENT TO COMPENSATION**

Compensation for treatment costs arising in Sweden are paid under the insurance. The insured must be covered by Swedish social insurance in order to be entitled to compensation from this insurance. Compensation is not paid for costs of treatment abroad under the insurance. Dental care treatment

that is estimated to cost SEK 12,500 or more must be approved by Bliwa before treatment commences. If Bliwa is not afforded an opportunity to approve such cost in advance, the compensation may be reduced or denied completely according to what is reasonable considering the circumstances.

### 2.3 AMOUNT OF THE COMPENSATION

Compensation may be paid for costs under the Swedish Dental Care Act that exceed the deductible up to no more than SEK 30,000 during one 12-month period. This deductible is SEK 1,500 per 12-month period.

The insurance applies with a new deductible if the insured chooses to start a new 12-month period for treatment under the Swedish Dental Care Act before the ordinary/ongoing period has ended.

Costs are compensated up to the level shown in the reference price list applicable at any given time issued by the Dental and Pharmaceutical Benefits Agency, though no more than SEK 30,000 per 12-month period. This reference price list is available at [www.tlv.se](http://www.tlv.se).

### 2.4 INDEMNIFIABLE TREATMENT

The insurance can pay compensation for the following treatment and measures under the compensation codes contained in the reference price list applicable at any given time issued by the Dental and Pharmaceutical Benefits Agency:

- Diagnostics/X-rays (codes 103, 107, 121, 123 to 126, 141, 161 to 163). A one-month qualification period applies for this component.
- Treatment of sickness (codes 301 to 303, 311, 321, 322, 341 to 343 and also 362). A one-month qualification period applies for this component.
- Fillings (codes 701 to 708). Compensation is paid once per tooth per twelve-month period. A one-month qualification period applies for this benefit.
- Extractions and minor surgical procedures (codes 401 to 406 and also 409). A one-month qualification period applies for this component.
- Root canal treatment (codes 501 - 504, 521 to 523 and also 541) Compensation is paid once per tooth during a three-year period, with a maximum of three teeth per twelve-month period, with the exception of milk teeth and wisdom teeth. A one-month qualification period applies for this component.
- Crowns and bridges (codes 800 to 815). Compensation is paid once per tooth during a two-year period for placement of a crown, up to a maximum of two teeth per twelve-month period per insured. Milk teeth and wisdom teeth are excluded from this benefit. A three-month qualification period applies for this component.

### 2.5 LIMITATIONS TO THE ENTITLEMENT TO COMPENSATION

The insurance does not apply for:

- Complaints and treatment needs that were pre-existing before the insurance entered into force. The same applies to such consequences that have a medical connection to complaints that were pre-existing before the insurance entered into force, even if they only manifested themselves after the insurance entered into force.
- A need for treatment that has resulted from misuse of the teeth.
- Basic examination, checkups and also preventive care.
- Cosmetic treatment and also other treatment that is not considered medically necessary.
- Treatment to replace a bridge, crown or prosthesis that is or may be repairable according to an acceptable dental care standard.
- Treatment to replace a bridge, crown or prosthesis within five years from the original fitting. However, treatment is compensated if the bridge, crown or prosthesis was damaged so that it became irreparable when it was in the mouth.
- Treatment as a consequence of a loss classed as an occupational injury according to the definitions applied by the Swedish Social Insurance Agency and AFA Försäkring and also treatment as a consequence of a traffic accident compensated by traffic accident insurance.
- Treatment owing to an accidental injury or sickness that is due directly or indirectly to athletic, sporting or artistic activities with an element of physical activity and from which the insured receives or is estimated to receive an annual income of at least 0.5 price base amounts (including contributions from

sponsors).

- Treatment as a consequence of complaints caused by misuse of alcohol, drugs and/or medication.
- Orthodontic treatments.
- Treatments performed outside Sweden.

### 3. Limitations to Bliwa's liability

#### 3.1 DUTY OF DISCLOSURE

The policyholder and the insured are obligated to provide, at the request of Bliwa, information that may be relevant to the issue of whether insurance is to be granted, amended or otherwise processed.

The policyholder and the insured must provide correct and complete answers to Bliwa's questions. The insured must immediately notify Bliwa if they were reported to Bliwa as incapable of working and subsequently return to work. The insured is also obligated to immediately notify Bliwa if they receive benefits from the Swedish Social Insurance Agency and if these benefits are changed or cease. The insured must also provide Bliwa with information about other circumstances that may affect entitlement to benefits under the insurance products.

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 insurance, this may result in the insurance agreement being invalid or the benefit amounts being reduced in accordance with the provisions of the Insurance Contracts Act.

#### 3.2 CONSEQUENCE OF INCORRECT INFORMATION

If the policyholder has acted fraudulently or in bad faith when performing their duty of disclosure under Sub-clause 3.1, 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.

If the policyholder or the insured – intentionally or through carelessness that is not insignificant – provided incorrect or incomplete information that was relevant to Bliwa's risk assessment, Bliwa's liability may be limited to the liability that would have

applied if correct and complete information had been provided. This may mean that Bliwa is released from liability for an insurance event that has occurred.

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 notice period. 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 notice period expires.

#### 3.3 VALIDITY OF THE INSURANCE IN THE EVENT OF STAYS ABROAD

The insurance does not cover care and costs outside Sweden.

#### 3.4 VALIDITY OF THE INSURANCE PRODUCTS IN THE EVENT OF STATE OF WAR AND POLITICAL UNREST

##### IN THE EVENT OF A STATE OF WAR IN SWEDEN

A 'state of war in Sweden' means a war or situation for which special legislation applies (Act (1999:890) on insurance activities during war or risk of war, etc.) as regards Bliwa's liability and right to charge a war premium.

The insurance does not cover a loss/care need that occurs while a state of war prevails in Sweden and that may be considered to be due to the state of war.

##### IN THE EVENT OF PARTICIPATION IN A FOREIGN WAR OR POLITICAL UNREST OUTSIDE SWEDEN

This insurance does not cover a loss/care need that occurs when the insured participates in a war (that is unrelated to a state of war in Sweden) or political unrest outside Sweden. Participation in military peace-keeping activities under the auspices of the UN or according to a decision by OSCE (Organization for Security and Co-operation in Europe) are not counted as participation in war or political unrest. Instead the provisions regarding stays outside Sweden apply during a war or warlike political unrest (see below).

##### IN THE EVENT OF STAYS OUTSIDE SWEDEN IN THE EVENT OF WAR OR WARLIKE POLITICAL UNREST

The following applies if the insured is staying outside Sweden in an area where war or warlike

political unrest prevails – but is not personally participating: If the insurance was taken out in conjunction with the outward journey to, or during the stay in, the area and the war or unrest was already underway or there was a manifest risk of war, this insurance does not cover a loss/care need that occurs during the stay in the area.

### **3.5 LOSSES CAUSED BY A NUCLEAR REACTION AND ALSO BIOLOGICAL, CHEMICAL AND NUCLEAR SUBSTANCES**

The insurance does not cover a loss/care need whose occurrence or scope is directly or indirectly linked to a nuclear reaction.

Nor do these insurance products cover an insurance event that has arisen through the spread of biological, chemical or nuclear substances in conjunction with an act of terrorism. 'Act of terrorism' means a harmful act that is penalised where it is committed or where the insurance event occurs and that appears to have been performed with a view to:

- seriously frightening the population
- inappropriately compelling a public body or international organisation to implement or refrain from implementing certain action
- seriously destabilising or destroying the fundamental political, constitutional, financial or social structures in a country or in an international organisation.

### **3.6 VALIDITY OF THE INSURANCE IN THE EVENT OF CRIMINAL ACTS, INFLUENCE OF ALCOHOL, ETC.**

Compensation under the insurance may be reduced or denied completely if:

- the insured through gross negligence has induced an insurance event or aggravated its consequences or otherwise must be assumed to have acted or omitted to act even though they knew that this entailed a significant risk of the loss occurring
- the insured has performed or contributed to a criminal act that may result in imprisonment under Swedish law
- the insured was under the influence of alcohol, other intoxicants, soporifics, narcotic substances or it was a consequence of them having used a pharmaceutical in an improper way.

It is required that the event that caused the loss was a direct consequence of, or may be considered to be linked to, one of the above for these limitations to apply. These limitations do not apply if the insured was under the age of 18 or was seriously mentally disturbed at the time of the loss.

### **3.7 FORCE MAJEURE**

Bliwa is not responsible for loss that may arise if the processing of an insurance application, investigation of an insurance event, payout 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 to public communications or energy supply, decision taken by the Swedish Parliament (*Riksdag*), 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.

### **3.8 LEGAL REPRESENTATIVE**

Compensation is not paid under group insurance with Bliwa for the cost of engaging a legal representative.

### **3.9 JOINT CLAIMS REPORT REGISTER**

Bliwa is entitled to register claims information reported in connection with this insurance in a joint claims report register (GSR) for the insurance industry. GSR AB is the controller for the processing of personal data in the GSR register.

## **4. 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.

## **5. Information about insurance distribution**

Bliwa's insurance products 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. Säkra distributes the insurance products in accordance with these conditions and shall provide the customer with information about the distribution.

## 6. 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 have occurred, 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 any given time. In the first instance we would like you to contact the person who dealt with your matter to have it reconsidered. You should contact the Complaints Officer at Bliwa if you are subsequently still dissatisfied with the case officer's decision. 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 number: +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 BOARD FOR INSURANCE OF PERSONS

The Board for Insurance of Persons only considers matters that involve insurance-medical issues and where the Board therefore needs the support of a consultant physician.

Address: Personförsäkringsnämnden, Box 24067, SE-104 50 Stockholm, Sweden. Telephone number: +46 (0)8-522 787 20.

### 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 number: +46 (0)8-508 860 00.

### JUDICIAL REVIEW

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

## **Bliwa**

Bliwa Livförsäkring, ömsesidigt  
Box 13076  
SE-103 02 Stockholm, Sweden  
*kund@bliwa.se, bliwa.se*  
Telephone: +46 (0)8-696 22 80