

Howden Insurance Agency

Work injury Terms

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HOWDEN

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General insurance terms and conditions - Occupational injury

in addition to the applicable law on insurance contracts

1. The scope of the insurance

- 1.1. The insurance covers the policyholder against any obligation relating to occupational accidents etc. cf. section 6 of the Danish Act on Insurance against Consequences of Occupational Injuries or future provisions that replace this.
- 1.2. However, it may be agreed that a specified part of the policyholder's obligation is insured with another insurance company or association.

2. Commencement of the insurance

- 2.1. The insurance takes effect on the date stated in the policy.

3. The policyholder's duty of disclosure

- 3.1. When taking out the insurance and subsequently, the policyholder is obliged to disclose and, on request, document all the circumstances that the company deems necessary to assess the company's risk and to determine the premium.
- 3.2. If the Company deems it necessary, the Policyholder is also obliged to give the Company access to verify the information provided by the Policyholder, including to examine the conditions at the workplaces covered by the insurance.
- 3.3. The policyholder is obliged to notify the company if there are any changes in the nature or extent of the risk, for example the number of employees covered by the insurance, after the insurance has been taken out.
- 3.4. If it subsequently turns out that the policyholder has provided the company with incorrect or incomplete information, the policyholder is obliged to provide the company with any additional information requested and to give a representative of the company access to carry out the necessary checks.
- 3.5. The policyholder is obliged to notify the relocation.
- 3.6. The policyholder's failure to provide information is considered non-compliance with the policyholder's obligations, section 9, clause 9.5.

4. Award calculation

- 4.1. At the beginning of each insurance year, a premium is determined on the basis of the actual number of employees /units in the previous insurance year.
- 4.2. The premium is calculated on the basis of the company's tariff at the beginning of the insurance year, but see section 7, clause 7.1.
- 4.3. Notwithstanding the provisions of clause 4.2, the company is entitled to change the premium without notice if the benefits under the Danish Act on Insurance against Consequences of Industrial Injuries and the related provisions made are changed.
- 4.4. The provision in section 4.3 applies correspondingly to other statutory requirements to increase the provisions made.
- 4.5. In the event of a change to the premium in accordance with clause 4.3 and/or clause 4.4, the insurance can only be terminated in accordance with the provision in section 9, clause 9.1.

- 4.6. A change to the premium in accordance with clause 4.3 and/or clause 4.4 will take effect from the beginning of the insurance year for which the change is made.
- 4.7. If the policyholder is of the opinion that a change made to the premium is not in accordance with the cost changes referred to in clauses 4.3 and 4.4, the policyholder may bring the matter before the Danish FSA within four weeks of receiving notification of the change.
- 4.8. If the company has not received the information necessary to calculate the preliminary and final premium within 4 weeks after the premium is due, the company may determine the premium according to an estimate.

5. Indexing

- 5.1. The premium is index-adjusted each year per principal due date on the basis of developments in a) the wage index for the private sector as published by Statistics Denmark, b) the average loss of earning capacity awarded by the National Board of Industrial Injuries and c) the National Board of Industrial Injuries' awarding practice. However, the premium will, as a minimum, be price-adjusted on the basis of the development in the wage index for the private sector as published by Statistics Denmark.
- 5.2. Should the publication of the elements of index used cease or if the calculation methods are changed, the company is entitled to continue the index adjustment on the basis of another relevant index.

6. Payment of the prize

- 6.1. The first premium is due for payment when the insurance enters into force.
- 6.2. Later premiums are due for payment on the due dates stated in the policy.
- 6.3. Demand for payment will be sent to the payment address provided by the policyholder. Sending a payment slip or other notification of premium due is considered the first demand for payment.
- 6.4. The postage costs associated with the premium collection shall be borne by the policyholder.
- 6.5. If the premium is not paid within two weeks of the first demand for payment, the company will send a written reminder to the policyholder. The reminder shall contain information about the legal consequences of continued non-payment.
- 6.6. The reminder in accordance with clause 6.5 can be sent no earlier than 2 weeks after the due date.
- 6.7. When sending a reminder, the company may also charge a handling fee. In addition, the company is entitled to charge interest on the amount due at an annual rate of 5 percent above Danmarks Nationalbank's discount rate from the end of the second week after sending the reminder.
- 6.8. If the policyholder has paid too low a premium due to incorrect or incomplete information, the policyholder is obliged to reimburse the company for the underpaid premium amount and any costs. The company is entitled to charge interest on the amount due at an annual rate of above the National Bank of Denmark's discount rate from the due date of the amount.
- 6.9. The company has a right of seizure for amounts due.
- 6.10. If the company garnishes the provisional premium, the company is still liable for compensation.

7. Deviation from the tariff or scope of risk

- 7.1. If, in connection with the taking out of the insurance or later, the company deems that the policyholder's risk is different from that assumed in the tariff and/or the calculation of the premium, the company is entitled to deviate from the tariff and/or charge the correct premium for the extent of the risk in the previous insurance year when determining the premium for an insurance year.

- 7.2. If the tariff is deviated from to the disadvantage of the policyholder and the deviation occurs later than in connection with the commencement of the insurance, the insurer must notify the policyholder in writing no later than four weeks prior to the start of an insurance year.

8. Changing the tariff

- 8.1. If the company changes the tariff, the company must notify the policyholder in writing no later than four weeks prior to the start of an insurance year.
- 8.2. Changing the premium in accordance with section 4, clause 4.3 and/or clause 4.4 is not considered a change to the tariff.

9. Termination of the insurance

- 9.1. The Policyholder may terminate the insurance with at least 4 weeks' notice until the expiry of an insurance period. Notice must be given in writing to the company or its representative.
- 9.2. Notwithstanding the provision in clause 9.1, the policyholder may, in the event of a deviation from the tariff as stated in section 7, clause 7.2, terminate the insurance with effect from the start of the new insurance year. Notice of termination must be given in writing to the company or its representative and must be received before the end of the current insurance year.
- 9.3. Similarly, notwithstanding the provision in clause 9.1, the policyholder may terminate the insurance with effect from the start of the new insurance year if the tariff is changed as stated in section 8, clause 8.1. Notice of termination must be given in writing to the company or its representative and must be received before the end of the current insurance year.
- 9.4. However, if the policyholder fails to comply with his/her obligations under the insurance terms and conditions, the company may terminate the insurance with 4 weeks' notice, regardless of when the insurance period expires.
- 9.5. In the event of non-payment of the first provisional premium, the company may, notwithstanding the provision in clause 9.4, terminate the insurance with one week's notice regardless of the time of expiry of the insurance period.
- 9.6. The provision in clause 9.5 applies correspondingly if an attachment in accordance with section 6, clause 6.10 is concluded unsuccessfully.
- 9.7. If the company terminates the insurance, the company may notify the chief of police in the policyholder's police district.

10. Extension of the insurance

- 10.1. An insurance policy taken out for 1 year or longer and which is not terminated in accordance with section 9, clause 9.1, is renewed after the expiry of the period for 1 year, unless a multi-year period is agreed.
- 10.2. An insurance policy taken out for a specific job and/or a pre-agreed period expires when the work has ceased, but no later than at the end of the agreed period.
- 10.3. The termination of the insurance is calculated from the date of expiry of the insurance period at 24:00.

11. Changing the insurance terms and conditions

- 11.1. Both the policyholder and the company must comply with any changes or additions to the insurance conditions that the Danish FSA may require.

12. Disputes regarding the insurance contract

12.1. Disputes concerning the insurance contract shall be settled in accordance with Danish law and by Danish courts.

13. Termination of the company's concession

13.1. If the company's license to take out insurance under the Act on Insurance against Consequences of Industrial Injuries ceases, the policyholder must be notified. The insurance lapses from the date of termination of the license, even if the insurance period has not expired.

13.2. A calculation of the premium for the elapsed time will be made as soon as possible.

14. Insurance company

14.1. CHUBB

This insurance contract is covered by Chubb European Group Limited, registered in Denmark at the address:

Kalvebod Brygge 45, 2nd floor
1560 Copenhagen
V Denmark.

14.2. Coverholder

The insurance company authorized agreement partner and contact person is:

Howden Forsikringsagentur ApS Navervej
16A
7451 Sunds
Denmark

This insurance contract is concluded between the insurance company and the policyholder named in the insurance certificate. The insurance terms and conditions, the insurance certificate and any additional terms and conditions and supplementary declarations are binding for this insurance contract.

15. Penalty clause

15.1. The Insurer shall not be obliged to provide cover and pay amounts under this insurance to the extent that such cover and payment of compensation as a result a claim under the insurance would expose the Insurer or any company in the Insurer's group to any sanctions, prohibitions, restrictions resulting from sanctions implemented connection with any United resolution, trade or economic sanctions, or laws and other forms of legal regulation issued by the EU, United Kingdom, Denmark or USA.

Extensions for Workers' Compensation Insurance

Acute crisis support

The insurance is extended to cover emergency crisis assistance from a psychologist to a necessary and reasonable extent if the policyholder, their spouse/cohabitant or one or more employees are involved in a sudden, acute, traumatic incident while performing their work. The insurance does not cover incidents occurring during leisure time.

The insurance covers a maximum of DKK 100,000 per incident.

By agreement with the Company, related parties other than those mentioned may be offered emergency crisis assistance.

The insurance covers emergency crisis assistance following serious fire damage, assault, robbery or attempted robbery, traffic accidents in which the insured is involved or a bystander and other serious incidents at the workplace resulting in personal injury or death.

The insurance does not cover treatment needs that are due to internal conditions in the company. For example this could be needs arising as a result of organizational changes, reassignments, pay cuts, poor working climate, stress or similar.

To the extent that emergency crisis assistance is covered by other insurance, this insurance does not cover. The injury must also be reported as an occupational injury.

Advice for accident victims and relatives.

The insurance covers advice to the accident victim and their next of kin in the event of an accident where there is a significant risk of physical or psychological consequences following a reported work-related injury.

Counseling is handled by an external partner who specializes in helping accident victims and relatives after a serious accident.

The insurance company may, without giving notice of changes to these terms and conditions, choose a new partner handle the counseling of accident victims and relatives.

The insurance covers a maximum of DKK 100,000 per person.

Glasses damage

The Insurer will pay for repair of the glasses if repair is possible. If repair is not possible, the Insurer will pay in full for a pair of equivalent glasses, regardless of the monetary limitations that apply under the Workers' Compensation Act.

An optician's certificate must be completed and signed before compensation can be paid.

Students, young people and residents in work experience.

Pupils, young people and residents on work experience are covered if they are not covered by the state compensation scheme for participation in practical vocational orientation etc. provided that the work experience is arranged by the policyholder.

Children in care / residents in institutions

The insurance is extended to include children in care and residents covered by section 66 of the Social Services Act, cf. the current rules in the Act. For children under 18, this also applies during internships.

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