

# Student Travel Insurance for Rotary

Rotary Youth Exchange Programme



Valid from April 1st 2018

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# THE UNIQUE WORLDWIDE NETWORK OF Europeiska ERV

**EURO-CENTER**  
Local Assistance - Worldwide



## Our worldwide network of service offices

There are currently 11 Euro-Centers in strategic locations around the world. Their prime responsibility is, together with our assistance company – Europeiska ERV Alarm – to assist the customers on the spot, secure the adequate medical treatment locally, and when necessary taking the patient to the most suitable medical provider wherever that may be. Our aim is that Euro-Center will be your first contact in all matters related to your Expatriate Insurance or Business Travel Insurance. Please feel free to enter in contact with Euro-Center to clear any doubts or questions. For further details on Euro-Center's phone numbers, geographical coverage, languages spoken, etc. please enter [www.euro-center.com](http://www.euro-center.com).

## Emergency assistance 24 hours a day

In all emergency cases you should always contact Europeiska ERV's own assistance company Europeiska ERV Alarm which is manned 24 hours a day with international, multi-lingual assistant coordinators and doctors. Europeiska ERV Alarm and the Euro Centers handle more than 110,000 personal and medical assistance cases a year in co-operation with our network and contacts world. All over the world. The Medical Database contains information on 40,000 hospitals, classified by medical nursing care and hygienic standard, 19,000 physicians and 3,000 pharmacies. Everywhere in the world we have selected a number of hospitals and physicians to whom we recommend our customers. The selection of area and preferred hospitals and physicians is based on our local knowledge and quality of service. For further details on Europeiska ERV Alarm please enter [www.euro-center.com](http://www.euro-center.com).

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## STUDENT TRAVEL INSURANCE A.6 Sections of the policy and maximum compensation

Schedule of coverage, benefits and maximum compensation per insured (USD).

<b>Expenses relating to sickness or accident: *)</b> <ul style="list-style-type: none"> <li>• Expenses for medical care in the event of acute sickness and accident</li> <li>• Emergency dental treatment</li> <li>• Travel in connection with medical care</li> <li>• Journey home/repatriation</li> <li>• Supplementary expenses for food and accommodation during not more than 60 days</li> <li>• Relative's travel to join seriously ill or deceased person</li> <li>• Repatriation of deceased</li> <li>• Burial at place of death</li> </ul>	<p>Necessary and reasonable expenses 550</p> <p>Necessary and reasonable expenses Necessary and reasonable expenses</p> <p>Necessary and reasonable expenses Necessary and reasonable expenses Necessary and reasonable expenses 3,000</p>
<b>Refund of unused travel expenses</b>	Cost of trip per day, but not more than 3,000
<b>Disability benefit in the event of accident (Amount of cover in the event of 100% disablement)</b>	100,000
<b>Death benefit in the event of accident</b>	100,000
<b>Interrupted trip due to your own sickness/accidental injury or that of a relative or in the event of substantial damage to private property in Sweden:</b> <ul style="list-style-type: none"> <li>• Supplementary outlays for journey home and return trip</li> <li>• Refund of unused travelling expenses</li> </ul>	<p>3,000</p> <p>Cost of trip per day, but not more than 3,000</p>
<b>Luggage coverage in the event of theft and other specified events</b> <ul style="list-style-type: none"> <li>• Cash</li> <li>• Travel tickets and travel documents</li> <li>• Personal property</li> <li>• Compensation for expenses</li> </ul>	<p>250 (but not more than 550/ family)</p> <p>1,200</p> <p>2,500</p> <p>250</p>
<b>Catch-up coverage/missed departure for outward journey and home journey</b>	3,000
<b>Public transport delay at time of departure of outward journey (from Sweden)</b>	More than 4 hours= 55
<b>Delayed luggage on outward journey:</b>	More than 8 hours = 120
<b>Personal assault coverage:</b> <ul style="list-style-type: none"> <li>• Compensation for personal injury</li> <li>• Compensation for crisis therapy</li> </ul>	<p>500,000</p> <p>10,000</p>
<b>Personal liability coverage and damage to property:</b> Personal liability (totally, for personal injury and/or damage to property Personal injury and/or damage to property when on duty (Au pair or Kibbutz work)	<p>555,000</p> <p>110,000</p>
<b>Legal expenses coverage</b>	110,000 (compensation for 80% of costs)
<b>Supplementary expenses in connection with acts of terrorism, political crisis or natural disaster</b>	50,000

\*) In the case of sickness compensation is payable only for expenses related to care and treatment within 60 days from the first day of sickness, and in the case of accident for expenses arising within 3 years from the date of the accident.

# Insurance Policy Conditions for STUDENT Travel Insurance.

## (Student, Au Pair, Exchange Student and Kibbutz)

Applicable from April 1<sup>st</sup> 2018. This is a translation from Swedish to English of the insurance terms and conditions "Student Travel Insurance". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail - Insurance Policy Conditions for Student Travel Insurance.

Security directives, requirements regarding standards of care, to whom, where and when the insurance applies, definitions, excess, sections of the insurance and maximum compensation amounts.

Certain security directives, requirements regarding standards of care, exclusions and limitations apply to this insurance — stated in their respective sections, which we ask you to read before your departure. If you do not comply with these directives, this may result in partial or total reduction of the amount of compensation.

### A. TO WHOM, WHERE AND WHEN THE INSURANCE APPLIES

#### A. 1 Who is insured

Unless otherwise agreed with Europeiska ERV, the insurance may be purchased only by a person who:

- is listed in the civil registry of a Nordic country or Latvia and is registered with the social insurance office of a Nordic country or Latvia
- is not yet 45 years of age and who intends
- to pursue studies or practical training abroad and who is enrolled at a college or other institute of education or is a research student on at least a half-time basis,
- to participate in a study tour or study programme for scholarship exchange students,
- to work as an Au Pair (for free board and lodging and some wages-in exchange for child-minding and domestic work),
- to work on a Kibbutz or
- to work for a short period, not more than 6 months, in a EU member state participating in an international recruitment programme.

Insurance may also be purchased to cover an accompanying wife, husband, partner or registered partner as well as the child of such a person if the child is under the age of 18.

The name of the person covered by the insurance is given in the insurance certificate.

What is said about Sweden in these policy conditions applies also to each of the other Nordic countries or Latvia if the insured is resident there.

#### A. 2 Where the insurance applies

The geographical scope of the insurance is specified in the insurance certificate.

The insurance also applies during direct connecting travel to and from the place where the studies/work will be pursued.

#### A. 3 When the insurance applies - period of insurance

Unless otherwise agreed with Europeiska ERV the insurance is valid for travel of a duration not exceeding 12 months provided that the insurance was purchased for the entire trip and that the premium has been paid before the trip began.

The period of validity of the insurance is stated in the insurance certificate and is not extended automatically. The trip is deemed to have begun when the insured leaves his/her (hereinafter his) home or a corresponding place in one of the Nordic countries and is deemed to end when the insured returns to any of these places.

The insurance is valid during the specified period of study/work and during direct connecting travel to and from the place where the studies/work will be pursued. For insurance with a period of validity between two and 12 months the insurance will also apply to brief holiday trips during the period of studies/work, but only for a period not exceeding 30 days and at places within the same geographical scope as is covered by the insurance. During school holidays, however, the insurance is valid for the stay at the place where studies are pursued or in Sweden, as well as for travel to and from Sweden.

Furthermore, the insurance also applies to trips arranged by Rotary within the same geographical scope as is covered by the insurance. For trips outside this geographical scope Europeiska ERV must be contacted for pre-approval before departure in order to have the insurance to apply.

If the insured cannot return to his usual place of residence within the period of the insurance due to sickness, accident or other unforeseen event, the period of validity of the insurance will be extended by as much time as is reasonably required to arrange new insurance, but not for more than ten days.

#### A. 4 Definitions

**Accident** is a bodily injury, suffered involuntarily by the traveller, as a result of a sudden external event, i.e. an assault on the body by an external agent. Bodily injury due to freezing, heat exhaustion, or stroke, also falls into the category of accident. The date when such injury manifests itself, will be considered to be the date of the accident. **Aircraft**

means any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface (Regulations for Civil Aviation, "Bestämmelser för Civil Luftfart"- BCL) issued by the Swedish Civil Aviation Inspectorate (1 January 2003).

**Acts of terrorism** refers to organized acts of violence directed at the civilian population for the purpose of creating fear and seriously destabilising or destroying the fundamental political, constitutional, economic or social structures of a country.

**Close relative** means spouse/partner/registered partner, child, stepchild, brother/ sister, parent, step-parent, grandparent, parent-in-law, grandchild, son-/ daughter-in-law, brother-/sister-in-law, or person who is registered at the same residential address as the insured. Under the terms of these policy conditions, the parents and brother/sister of the insured's partner or registered partner are deemed to be equivalent to parent-in-law and brother-/sister-in-law.

**Doctor** means, unless otherwise specified in these policy conditions, the attending doctor at the destination for the trip who must be legally qualified and impartial. **Documents of value** are shares, bonds, bank books, promissory notes etc. **Family** means two adult persons who are married/partners/registered partners and their children under the age of 18. Children are the couple's common offspring or the child(ren) of one of the adults who have jointly ordered the trip and purchased insurance.

**Luggage** means your personal property, including property that you have hired or borrowed which you take with you on your trip for personal use. Luggage is subdivided as follows:

- Money (valid coins and banknotes)
- Travel tickets
- Travel documents (passport, driver's licence, lift card and green fee cheques)
- Valuable/theft-prone property
- Other private property

**Theft-prone property** means the items listed below if the value of the individual item together with any accessories exceeds USD 120.

- Objects that are wholly or partly of precious metal, genuine pearls or gems
- Antiques and works of art, Oriental rugs and carpets, clocks, furs and fur articles
- Apparatus/equipment/instruments (including accessories and software for such property) for production, storage, processing, transmission and reproduction of sound, text, figures and images
- Musical instruments
- Weapons

**Specially valuable property** means property of one and the same kind which, without being classed as theft-prone, commands a total price exceeding USD 1,200. **Medical disability** means the reduction of physical and/or mental function ascertained

irrespective of the insured's profession or working conditions or leisure activities. Persistent pain, loss of inner organ and loss of sensory organ fall into the category of medical disability. **Natural disaster** is a sudden and unforeseen external natural event of great proportions which is deemed by local authorities to be a catastrophe situation, at or close to the place where the traveller is situated and which is the destination of the trip. **Partner** is the person with whom the traveller cohabits under conditions similar to marriage, and who is registered at the same address. The requirement for classification as partner is that neither of the parties is married to, nor is the registered partner of, any other person. **Public transportation** means transport by train, bus or boat in regular traffic as well as by taxi, i.e. various means of transport intended to provide passenger conveyance to the general public. **Security directives** means an instruction about certain specific ways of acting or arrangements, which are designed to prevent or limit damages, or regarding certain specific qualifications pertaining to the insured. **Travel day** means each commenced 24-hours. Each full-24 hours is calculated from 00.00 hours through 24.00 hours. **Traveller** means the person who has purchased the insurance, and who is covered under the provisions of these policy conditions. **Travelling companion** means the person who, together with the traveller, has booked the trip and purchased the insurance.

## A. 5 Excess

The insurance applies without excess. In respect of section I, Legal Expenses Coverage, compensation is payable in an amount equivalent to 80% of legal expenses.

**A.6 and Sections of the policy and maximum compensation.** See table on page 4.

## B. IF YOU FALL ILL OR HAVE AN ACCIDENT SICKNESS AND ACCIDENTAL INJURIES

### B. 1 Coverage

Compensation is payable for necessary and reasonable costs for medical care if the insured falls acutely ill or sustains accidental injury or suffers the onset of acute dental problems

- In the event of acute sickness, compensation is payable up to 60 days from the day of the first doctor's visit.
- In the event of accidental injury compensation is payable for up to 3 years from the date of the accident. Injuries due to chewing and biting are not regarded as being accidental injury.
- In the event of dental treatment following an accident where treatment must be postponed on the recommendation of the attending den-

tist, this may be approved if the treatment is commenced within 3 years and is completed within five years after the time of the accident. If the treatment must be postponed because of the age of the insured this is acceptable until the insured reaches the age of 25.

- Compensation is not payable for expenses related to a medical condition of which symptoms were manifest already before the start of the trip. Compensation will be payable, however, in the event of a medically verifiable unexpected deterioration of the insured's state of health. The acute phase is deemed to have passed once the condition has stabilised, even if treatment continues.

### **B. 2 Compensation is payable for**

- necessary medical care and treatment in the event of acute sickness and accidental injury
- necessary and reasonable expenses for temporary treatment at the trip destination in the event of acute dental problems
- prescribed medicines
- drain/necessary and reasonable expenses incurred during the period of insurance in respect of continuous controls during pregnancy and expenses for childbirth that have been approved in advance
- any medical certificate required by Europeiska ERV
- travelling expenses for medical care/treatment incurred at the destination. In the case of use of your private car compensation will be paid at a rate of USD 0,10 per kilometre.
- supplementary expenses for a home journey
- supplementary expenses for repatriation of a deceased person alternatively for burial at the place of death.
- supplementary expenses for food, accommodation and a home journey in the case of prolonged stay following sickness/accident, for not more than 60 days
- treatment and aids and devices prescribed by the attending doctor to remedy the injury/sickness.
- supplementary costs for travel, food and accommodation for two close relatives in the event of the death or fatal condition of the insured, for not more than 60 days.

### **B. 3 Maximum compensation**

Maximum compensation amounts are specified in the insurance brochure and in the table under A.6 and page 4.

### **B. 4 Security directives**

- If expenses – excluding those incurred for emergency treatment - are estimated to exceed USD 1,200, they must be approved in advance by Europeiska ERV or our assistance

company. Expenses for the journey of a relative to join an insured who has died or has been afflicted by serious sickness/accidental injury, his home journey and supplementary costs in the case of a prolonged stay must however in every case be approved in advance.

- Pregnancy must have begun after the insurance came into force and you must be able to substantiate your claim for compensation by a certificate from a legally qualified and impartial doctor, which proves that the pregnancy occurred after insurance cover began.
- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that the insured exposes himself to risk of accidental injury or acute illness.
- After assessment by a doctor appointed by Europeiska ERV or our assistance company, Europeiska ERV is entitled to require the insured person to return to Sweden for continued care.
- All care must be prescribed by an attending medical practitioner/dentist at the place where the sickness/accident occurred and all costs must be able to be substantiated through original receipts, medical certificates or similar corresponding certificates
- The first visit to a doctor or to a dentist must be made while the trip is underway.
- The doctor/dentist in attendance who issues a certificate must be legally qualified and impartial

If the insured does not comply with these directives, this may result in a partial or total reduction in the amount of compensation.

Special rules apply for war, aviation accidents and nuclear damage. See section M.

### **B. 5 Exclusions**

Compensation is not payable for expenses

- That are incurred because a vessel or aircraft is required to change its travel route due to the injury or acute sickness of the insured
- connected with cosmetic surgery and treatments
- of planned surgical operations and treatments and possible ensuing complications
- for preventive medical care, vaccinations, normal dental care and orthodontics
- connected with pregnancy that has occurred before the start of the period of insurance
- for the stay at a public bath or spa establishment and travel in connection therewith
- due to suicide or attempted suicide
- of home transport or other transport due only to the insured's fear/anxiety about risk of infection
- that may be compensated by another party according to law, other statute, convention or indemnity
- that have been compensated by another insurance.

- Unless otherwise agreed, you will not receive compensation in case of accidental injury you sustain while taking part in mountain climbing, hang-gliding, parachute jumping or other risky activity, manual labour, preadvertised sporting competition or training specifically organised for such an event. The cover does apply, however, to school sports under the auspices of the school.
- if the insured was advised by an attending doctor not to begin the trip
- related to loss of income.

If the insurance has been extended or renewed the insurance does not apply to costs related to pregnancy or childbirth.

## **C. DISABILITY AND DEATH BENEFIT IN THE EVENT OF ACCIDENTAL INJURY**

### **C. 1 Coverage**

Compensation is payable in the event of accidental injury resulting in permanent medical disability and in the event of death due to accidental injury.

### **C. 2 Compensation is payable in the event of medical disability**

The degree of medical disability is determined on the basis of such injuries and symptoms arising from the accident as may be objectively ascertained.

Such determination is made irrespective of the degree to which the insured's working capacity was reduced due to the injury sustained in the accident. If a lost limb can be replaced by an artificial limb the degree of disability will be determined also by taking into consideration the effectiveness of the artificial limb.

Medical disability is assessed according to a statistical table common to the Swedish insurance industry. In the event of multiple injuries to several parts of the body caused by a single accident, maximum compensation will be based on an estimated degree of disability of not more than 100%, which corresponds to total disablement.

#### **C. 2.1 Disability benefit**

This benefit is payable with such a part of the amount of cover as is proportional to the degree of disablement corresponding to the age of the insured at the time of the accident.

You are entitled to disability benefit if the accidental injury leads to disability within 3 years after the accident, and at least 12 months have passed since the date when the accident occurred. Disability benefit will be paid as soon as the definitive degree of disability has been established. The definitive degree of disability shall, if possible, be determined within three years after the accident, however, this may be postponed for as long as may be necessary in consideration of medical opinion or rehabilitation options.

**Note:** If medical treatment has been finalised, and the definitive degree of disability can be determined already before fully 12 months have passed since the occurrence of the accident you are entitled to the benefit, and payment will be made when the degree of disability has been determined. In the event of death resulting from the injury, the final settlement will be made through payment of a lump sum corresponding to the degree of medical disability prior to death. If the insured dies before entitlement to disability benefit has come into force, then the disability benefit will not be paid.

### **C. 2.2 Aids and devices in the event of disability**

Over and above disability benefit, compensation is payable during a maximum period of 3 years, for aids and devices that are prescribed by a doctor for alleviating the condition of disability, and for which compensation is not payable according to law or special statutes from other sources. Compensation will be paid by Europeiska ERV for costs that have been approved in advance, however, with a maximum amount of USD 3,000.

### **C. 3 Compensation payable at death**

#### **C. 3.1 Death benefit**

Entitlement to death benefit exists if the accidental injury is the cause of the death of the insured within three years after the date of the accident.

The benefit will be paid with the amount of cover for death. If benefit for disability has already been paid in a lump sum by Europeiska ERV for the same accidental injury, alternatively, if entitlement to such benefit exists but has not yet been paid, then the death benefit will be reduced by the amount of the disability benefit.

#### **C.3.2 Beneficiaries**

Unless Europeiska ERV has been notified in writing of any other appointment, the beneficiary is the deceased's spouse/partner/registered partner and child(ren), or if there are no such relatives, the legal heirs.

### **C. 4 Maximum compensation**

Maximum amounts of compensation are specified in the insurance brochure and in the table under A.6 and page 4.

### **C. 5 Security directives**

Compensation is not payable for

- accidental injury sustained by the insured when participating in sports, athletics, adventure sports, activities similar to an expedition or other similar risky activity which is not deemed to be either exercise or leisure time activity of normal scope or degree. The cover does apply, however, to school sports under the auspices of the school



- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that the insured exposes himself to risk of accidental injury or acute illness.

If the insured does not comply with these instructions this may result in a partial or total reduction of the amount of compensation.

### C. 6 Exclusions

The following are not deemed to be injury

- Injury due to infection caused by bacteria, virus or other infectious matter
- Injury due to the use of a medical preparation, surgery, treatment or examination not arising from an accidental injury covered by this insurance.
- Suicide or attempted suicide
- Such drain condition as – even if it has been verified after an accident – may not according to medical experience be deemed to be due to accident but to sickness, disability or pathological changes. If it can be assumed that this physical defect has aggravated the consequences of the injury then compensation will be payable only for those effects that were produced independently of the physical defect and were caused only by the accidental injury.

## D. INTERRUPTION OF TRAVEL

### D. 1 Interrupted trip

#### D. 1.1 Coverage

Compensation is payable for necessary and reasonable costs if the insured with immediate effect and prematurely is obliged to interrupt the trip because of

- serious sickness/accidental injury of life-threatening character or death that has afflicted the close relatives of the insured at the insured's place of permanent residence or has afflicted a close relative or accompanying travelling companion and who is covered by the same insurance.
- serious damages or burglary that have occurred in the insured's private residence in Sweden and which require the insured to return home immediately. Serious damages or burglary means that all or a significant part of the residence has been affected by e.g. fire or burglary resulting in extensive damage and loss of property.

Compensation may also be payable for necessary and reasonable costs for a return journey to the place where the trip was interrupted.

#### D. 1.2 Compensation is payable for

- Supplementary expenses for travel and/or hotel costs
- Travelling in your own car at the rate of USD 0,10 per kilometre.

### D. 1.3 Maximum compensation amount

The maximum compensation amount is specified in the insurance brochure and in the table under A.6, and page 4.

### D. 1.4 Security directives

- The home journey must be approved by Euro-peiska ERV or our assistance company before the journey begins
- The home journey must commence no later than 48 hours prior to the originally planned and booked home journey.
- Not less than 14 days must remain of the insurance period if compensation is to be paid for the return journey to the place where the journey was interrupted.
- The reason for the interruption of the trip must be substantiated by means of requisite written statements.
- All expenses/disbursements must be substantiated through original receipts.
- If the insured neglects his duty to comply with these directives, this may result in a partial or total reduction in the amount of compensation.

### D. 1.5 Exclusions

Compensation is not payable for expenses:

- for which compensation may be payable from other sources by law, conventions or indemnity
- for which compensation was paid from other sources.

## D. 2 Repayment of unused travel expenses

### D. 2.1 Coverage

Compensation is payable for substantiated unused travel costs/course fees if the trip is interrupted or cannot be utilised as planned due to sickness or accident (according to section B.1-5) with the result that;

- you have been hospitalised, have been prescribed tranquillity, rest in your room or similar treatment
- you have been obliged to return to Sweden prematurely in accordance with the provisions of paragraph D.1.1.
- you were required to care for a co-insured who has fallen sick, and this is confirmed by a doctor's certificate, or has been involved in an accident at the place of the stay

### D. 2.2 Maximum compensation

The maximum compensation is specified in the insurance brochure and in the table under A.6 and page 4.

### D. 2.3 Security Directives

For payment of compensation it is necessary that any notification of a claim must be accompanied by a medical certificate issued by the attending doctor at the place of the travel destination. The certificate shall include details about diagnoses, prescribed

number of sick-days, prescribed confinement to bed and proof of treatment of any co-insured travelling companion.

#### D. 2.4 Limitation

A refund is payable for the unused travel expenses relating to the portion of the period of insurance that remains unused.

#### D. 2.5 How compensation is calculated

Compensation is payable for each unused travel day in an amount corresponding to the average daily cost of the trip. Travel expenses means the actual payments made for travel and accommodation. Compensation is also payable for meals, special arrangements, course fees if these were booked and paid prior to departure from the place of permanent residence. In addition, in the case of use of your own motor vehicle, travel costs are calculated at USD 0,10 per kilometre for use of the shortest route, calculated as the distance from the start of the journey to the place where the trip is interrupted and the return journey. Compensation is payable for a maximum of 10,000 kilometres and is calculated per vehicle.

## E. LUGGAGE COVERAGE

### E. 1 Coverage

Compensation is payable for specified events resulting in damages to the insured's property, including leased or borrowed property that you have taken with you on the trip for the purposes of the trip. Coverage applies also to gifts purchased during the trip.

### E. 2 Compensation is payable for

- Damages to or loss of luggage which you have taken with you on the trip and which is lost or is destroyed through theft, vandalism, transport, traffic accident, fire, leakage or natural disaster.
- Supplementary expenses at the place of destination for reporting to the police, interpreter, translator and transport in connection with theft or loss of property or loss of travel documents. Compensation is payable against original receipts.

### E. 2.1 Compensation is payable for property and supplementary expenses as follows

- money
- travel documents
- theft-prone property
- other personal property
- substantiated necessary and reasonable supplementary expenses which occur as a direct result of indemnifiable damages, e.g. expenses connected with blocking a charge card/bankcard/credit card, travel expenses incurred in connection with reporting the matter to the police, and similar.

In respect of property which is excluded from insurance coverage see E.5

### E. 2.2 Valuation and compensation for property

Compensation is payable for direct financial loss, corresponding to the replacement price which applied immediately prior to the insurance incident. This means, among other things, that when property is damaged or lost, the amount of compensation will be affected by the age, wear and tear, modernity and usefulness of the item.

The following are, for example, not considered to constitute direct financial loss:

- sentimental value
- loss of earnings
- value of your own work for the production of photographs, films, tape recordings, computer programmes, models and similar items, or the value of work invested after the incident which resulted in damages.
- losses that may arise from the use of a chargecard/creditcard, telephone/SIMcard or similar, cheques, bills of exchange and use of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

### E. 2.3 Valuation rules

Type of property	Compensation
<ul style="list-style-type: none"> <li>• Books, antiques, works of art, genuine Oriental rugs and carpets, collections and items of value that have collector's value</li> <li>• Theft-prone property (e.g. computers and computer)</li> </ul>	Claims are valued at what it would cost in the open market to buy an item of the same type and in the same condition as the damaged item when damages occurred = Market value.
<ul style="list-style-type: none"> <li>• Photographs, films, recordings on disc and tape and hobby work</li> </ul>	Valued at the cost of repurchasing the raw materials
<ul style="list-style-type: none"> <li>• Other property (e.g. clothes, bags, etc)</li> </ul>	Provided that the property is not older than 2 years, it is classified as new property, and compensation is payable in the amount needed to purchase, in the open market, a new, similar item of equal value = Current value. If a replacement purchase is not made within 6 months, compensation is payable in an amount equivalent to 70% of the amount needed to purchase a new similar item of equal value = New value.

continuing from <i>Other property (e.g. clothes, bags, etc)</i>	If the property is older than 2 years, depreciation of 20% per year will apply, calculated from the year of acquisition. Deduction for depreciation is never more than 80% provided the property was in functioning order at the time when damages occurred.
• Spectacles	No deduction is made for spectacles for the first 2 years. Depreciation is 20% as from year 3. Deduction for depreciation is never more than 80% of the cost of procurement of spectacles.
• Consumer items such as toiletries, perfumes, after shave, and similar items.	50% of the cost of buying new property of equal value.

### E. 2.4 Rules governing payment of compensation

Depending on the particular circumstances of each case, compensation may take the form of a cash payment according to the valuation rules above for property that is new or second-hand or for the cost of repair. Europeiska ERV will have the right to determine the form of compensation and also where any purchase or repair is to take place.

Property that has been indemnified becomes the property of Europeiska ERV. If the replaced item is recovered, the insured shall surrender the item to Europeiska ERV, or refund the amount of compensation that was received.

### E. 3 Maximum compensation

Maximum compensation amounts are specified in the insurance brochure and in the table under A.6 and page 4.

### E. 4 Security directives, requirements regarding standards of care and limitations

- The insurance does not apply in respect of property that the insured, prior to departure from his residence or when returning home, leaves in a motor vehicle for longer than is normally required for immediate loading or unloading.
- In the event of theft, burglary, loss and robbery, the insured must report the matter to the police at the place where damages occurred. The police report, in the original, must be attached to the notification of claims sent to Europeiska ERV.
- In the case of damages that occur in a hotel, or during transportation, the damages must also be reported to the hotel management and to the transport company. These written statements,

in the original, must be attached to the notification of claims sent to Europeiska ERV.

- Damages must be reported to Europeiska ERV as soon as possible.

In order to qualify for full compensation, the insured must handle his property with care so that theft and damages can be prevented as far as possible. In this respect it is important to consider whether your property is theft-prone, specially valuable, or of such a kind that it would normally require special supervision.

#### E.4.1 Requirements concerning standards of care mean that

- your means of transportation and temporary residence may not be left unlocked, or with open windows. The term temporary will apply to e.g. a flat, an hotel room, a passenger cabin, or similar
- money, travel documents and theft-prone property must be locked into a suitcase, cupboard, drawer, or similar, when the insured leaves the temporary residence, i.e. locked in twice.
- theft-prone property may not be left in a motor vehicle or kept in luggage that is checked in or is transported by some other person/means beyond the insured's immediate control and supervision.
- specially valuable property may not be left in a motor vehicle.
- specially valuable property must, wherever possible, be checked in separately and with special arrangements.
- bottles or other containers with liquid contents may not be placed in luggage that is checked in for transportation.

Failure to meet the requirements to exercise standards of care will result in reduced compensation. The amount of the reduction depends on the circumstances, among other things, the nature of negligence and its significance to the claim as well as the value of the property. Gross negligence will entail a substantial reduction of compensation, and in exceptional cases compensation may be denied.

#### E. 4.2 Exclusions

- Money which is lost or is destroyed as a result of theft, vandalism, transportation, traffic accident, fire, leakage or natural disaster is compensated in an amount not exceeding USD 250 per person and not exceeding USD 550 per family
- Mobile telephones or sunglasses are compensated in an amount not exceeding USD 120 per claim event
- Skis or snowboards are compensated in an amount not exceeding USD 335 per claim event
- Compensation is payable for CD-records and DVD records/films purchased in the open market in an amount corresponding to the current value, however, not exceeding USD 10 per record.

## E.5 Exclusions

The insurance does not apply in respect of

- goods intended for sale or processing, sample collections, samples of merchandise, demonstration items, gift advertising articles, or similar.
- accessories for buildings and property e.g. refrigerator/freezer, washing machine/dryer and similar white goods
- stamps, coins and bank notes with collector's value, manuscripts, drawings or documents of value.
- animals
- motor vehicle, caravan or other type of trailer
- steamboat, motorboat, water scooter or sailboat.
- hovercraft, hydrocopter, aircraft, hot air balloon, paraglider, windglider, hangglider or similar conveyances.

Moreover, the insurance does not apply for parts or equipment for the aforementioned vehicles and conveyances.

## Compensation is not payable for

- superficial damages, such as dents, scratches or similar damage that do not have a substantial effect on usage
- money and travel documents, which were
  - left in a motor vehicle
  - handed over for transportation, checked in, or committed to the care of another person beyond the insured's immediate control and supervision
- theft-prone property and specially valuable property that has been left in a motor vehicle during over-night parking. Over-night parking means the hours between 20.00 – 08.00
- costs that can be compensated from other sources by law, other statutes, conventions or claims to indemnity.
- cost that have been compensated from other insurance.

## F. CATCH UP COVERAGE/MISSED DEPARTURE

### F. 1 Missed departure Coverage

- Compensation is payable if you are delayed while travelling to the point of departure either for the outward bound journey or the home bound journey and as a result of this delay miss the scheduled booked departure. The missed departure must have been booked in advance for travel with public transport.
- The reason for missing the departure must be an occurrence that could not be foreseen or prevented personally by the insured.

### F. 1.2 Compensation is payable for

- Supplementary expenses that were incurred to enable you to catch up with/ join the trip in the case of;
  - the direct outbound journey from Sweden
  - a direct travel connection within Europe on the outbound journey, or
  - the direct homebound journey from the final destination

If it is not possible to make this connection or if the insured loses more than half of the planned travel time Europeiska ERV will pay compensation in an amount corresponding to the price of the disrupted trip.

### F. 1.3 Maximum compensation

Maximum compensation amounts are specified in the insurance brochure and in the table under A.6 and page 4.

### F. 1.4 Security directives

- You must begin your journey in sufficiently good time for you to be in the pertinent place at the latest 2 hours before departure in the Nordic countries and 3 hours before departure in Europe and the rest of the world, or by another longer interval in accordance with the written instructions issued by the carrier/tour operator.
- You must also give consideration to the weather and traffic conditions that prevail, or can be expected to prevail, at the time when the trip is due to start.
- in the event of a direct travel connection in Europe on the outbound journey, you must plan a minimum of a 3-hour margin to allow enough time for switching means of transportation.
- Europeiska ERV must be notified in advance before a new ticket is booked.
- All expenses must be substantiated through original receipts. If you do not comply with these directives, this may entail a partial or total reduction in the amount of compensation.

### F. 1.5 Exclusions

Compensation is not payable for costs

- for expenses that can be indemnified from other sources by law, other statutes, conventions, or claims to indemnity
- when delay is due to bankruptcy or intervention by authorities

## G. DELAY

### G. 1 Delayed public transportation Coverage

Compensation is payable in the event that public transport by which you are travelling, or by which you intend to travel on the outbound journey is delayed more than 4 hours. Compensation is payable

for necessary and reasonable supplementary expenses incurred during the delay.

### G. 1.1 Maximum compensation

Maximum compensation amounts are specified in the insurance brochure and in the table under A.6 and page 4.

### G. 1.2 Security directives

Your must be able to substantiate your disbursements with original receipts. Purchases must be made at the place where the delay occurred and during the delay. You must be able to provide proof of the delay through written statements from a tour organiser, airline or other carrier. If you do not comply with these directives, this may entail a partial or total reduction in the amount of compensation.

### G. 1.3 Limitations

The delay must be unforeseen and unplanned. Changes in the time schedule that have been issued prior to your departure from your residence, or similar, are not considered to be a delay under these policy conditions.

In the event that the delay is due to strikes, labour disputes or lockout, it is a requirement that insurance was purchased prior to the outbreak of such action or notification thereof, if compensation is to be payable.

### G. 1.4 Exclusions

No compensation is payable for the purchase of spirits and tobacco. Compensation is not payable in the case of bankruptcy or intervention by authorities.

## G. 2 Delayed luggage Coverage

Compensation is payable if your luggage, which has been checked in on the outbound trip from Sweden, is delayed for more than 8 hours after arrival at your travel destination. Compensation is payable for the purchase of toiletries and clothing and for other necessary and reasonable supplementary expenses. **You must be able to substantiate your expenses with original receipts.**

### G. 2.1 Maximum compensation

Maximum amounts of compensation are specified in the insurance brochure and in the table under A.6 and page 4.

### G. 2.2 Security directives

Expenses must be substantiated by original receipts. Details concerning the delay of luggage must be substantiated through the original copy of a PIR-report (Property Irregularity Report) or corresponding original document from the carrier. Luggage must be transported in conjunction with your trip. If you do not comply with these directives, this may entail a partial or total reduction in the amount of compensation.

### G. 2.3 Limitations

In the event that the delay is due to strikes, labour disputes or lockout, it is a requirement that insurance was purchased prior to the outbreak of such action or notification thereof, if compensation is to be payable.

If you have received compensation for delayed luggage and thereafter become entitled to compensation for damaged or lost luggage, the compensation you received to make purchases during the delay will be deducted.

### G. 2.4 Exclusions

Compensation is not payable in the case of bankruptcy or intervention by authorities.

## H. PERSONAL LIABILITY COVERAGE

### H. 1 Coverage

Compensation is payable when someone demands that the insured, as a private individual, should pay compensation to third parties for personal injuries or property damages that have been caused by the insured during a trip.

Note: In the case of Au Pair and Kibbutz work, the insurance applies also during the exercise of work-related duties, however, in a maximum compensation amount of USD 110,000.

Compensation is payable for personal injury and material damages as well as for economic loss that are the direct consequence of indemnifiable claims for personal injury and property damages.

### H. 2 Europeiska ERV's undertakings

If the insured is required to pay compensation for damages which are covered under this insurance, Europeiska ERV undertakes, on behalf of the insured, to

- investigate whether liability to pay damages exists
- negotiate with the party claiming damages
- present the case of the insured in court or at arbitration proceedings, and to pay the litigation or arbitration costs that the insured incurs or is ordered to pay, and which cannot be obtained from the opposite party or from any other source
- pay the damages for which the insured is liable according to applicable law of damages.

### H. 3 Maximum compensation

The maximum compensation in respect of any one claim event is specified in the insurance brochure and in the table under A.6 and page 4, and applies collectively in respect of personal injury and property damages. See, however, the note under H.1 above.

The amount of compensation constitutes the upper limit of compensation, for each claim event, even if several of the insureds are liable to pay damages.

If several claims arise at the same time and for the same reason, these shall be deemed to be based on a single claim event.

If the insured is liable to pay damages for injury to a person who is domiciled in Sweden, the amount of compensation will be limited to reasonable compensation for personal injury in accordance with Swedish law.

## H. 4 Security directives

### H. 4.1 Notification of claim

A claim, for which Europeiska ERV may be liable to pay compensation, must be reported to Europeiska ERV without delay.

If the insured is subject to a claim for damages, details of this claim must be reported immediately thereafter to Europeiska ERV.

### H. 4.2 Obligation to provide information

The insured has an obligation to submit to Europeiska ERV, without delay, pertinent documents and other information that may be significant for the settlement of the claim. If the insured, with fraudulent intent, provides, withholds or conceals any information that is of significance for the assessment of the claim, the insurance will cease to be in force.

### H. 4.3 Salvage measures

The insured has a duty, to the best of his ability, to avert imminent damages, or to endeavour to limit damages that have already occurred.

This means, amongst other things, that

- the insured has an obligation to limit the effects of the incident that may entail liability to pay damages.
- the insured has a duty to cooperate to ensure that any right of recourse against a third party is preserved.

### H. 4.4 Summons and legal counsel

If the insured is summoned to appear before a court, or is advised that such summons is forthcoming, this must be reported to Europeiska ERV immediately, whereupon Europeiska ERV will appoint a legal counsel. If the insured fails to comply with these obligations, a court order regarding liability to pay damages cannot be referred to Europeiska ERV. Litigation or arbitration court costs will not be compensated.

### H. 4.5 Settlement out of court

If the insured, without Europeiska ERV's prior consent, admits liability to pay damages, endorses claims for compensation, or pays compensation, this is not binding on Europeiska ERV, unless the demand for payment had obvious legal grounds. The

insured is obliged if Europeiska ERV so wishes to cooperate in negotiations to reach settlement out of court with the injured party. If Europeiska ERV has declared a preparedness to accept settlement out of court with the party demanding damages, Europeiska ERV shall be discharged from any obligation to meet any subsequent costs or damages or to carry out a further investigation.

### H.4.6 Penalty interest

Europeiska ERV will not pay any interest accrued because of delay by the insured to meet his obligations as stated in the security directives..

## H.5 Exclusions

Liability coverage does not apply for

- pure economic loss, i.e. economic losses that have occurred without any connection with personal injury or property damages.
- damages for which the insured has assumed liability, over and above the provisions of the law of damages currently in force. damages/injuries that the insured inflicted on a close relative.
- damages/injuries that the insured has inflicted on another person that is covered by this insurance
- damages to property that the insured has rented, leased, borrowed, processed, repaired or has dealt with other than purely temporarily.

**Note:** Compensation will be paid, however, for damages caused by the insured to a hotel room or other rented accommodation, including fixtures and fittings therein, provided that such damages cannot be compensated under other insurance. Compensation is never paid for damages that are due to wear and tear, neglect or caused by gross negligence or deliberate acts

- damages for which the insured may be held liable as the owner of property, or an apartment, or the owner of leasehold rights
- damages for which the insured may be held liable as the owner, user, or driver of
  - a) motor vehicle, when damages occurred as a result of use of the vehicle in traffic.

**Note:** This exclusion does not refer to an electrically-operated wheelchair

b) steam boat, motor boat, or sailing boat, water scooter, hovercraft or hydrocopter.

**Note:** If the boat is equipped either with an out-board motor of a maximum of h.p. (7.36 kW), or a sail with a maximum surface of 10 sq. m. the insurance will, however, apply in respect of accidental injury.

c) aircraft, hot air balloons, paragliders, windgliders, hanggliders, or similar conveyances.

- damages that have occurred in connection with the insured having wilfully committed an act which is a criminal offence.

- damages caused by the insured in connection with the exercise of profession, official duties or other gainful occupation.
- such nuclear damages for which the insured may be held liable under the provisions of the Swedish Nuclear Liability Act, or equivalent foreign law.
- damages, the origin or extent of which, directly or indirectly, have been caused by, or are connected with, war, war-like event, civil war, revolution, civil commotion or riots.
- expenses that have been incurred because a ship or aircraft was required to alter its travel route due to the insured's injuries

Compensation is payable for:

- the legal representative's fee and expenses. Fees will be paid for reasonable time expenditure on the case.
- costs for pre-trial investigation, provided that the investigation was ordered by the insured's legal representative.
- litigation costs that the insured has been ordered to pay to the opposite party or the State after the court or arbitrators have examined the dispute.
- litigation costs which, in the event of a settlement reached during court proceedings, the insured has undertaken to pay to the opposite party, provided that it is evident that the court would have ordered the insured to pay costs in a higher amount if the dispute had been the subject of a court ruling
- costs for the presentation of evidence in court and arbitration proceedings
- court administration fees.

**Note:** If Europeiska ERV has paid compensation as stated in the foregoing, Europeiska ERV will take over the insured's right to demand payment from the opposing party, the State, or other party. The insured has a duty to cooperate to ensure that any right of recourse against a third party is preserved.

## I. LEGAL EXPENSES COVERAGE

### I. 1 Coverage

Compensation is payable for necessary and reasonable costs for legal representation and litigation which result from a dispute and cannot be paid on behalf of the insured from public funds or by the opposite party. Legal expenses coverage applies in respect of disputes that arise during a trip. The insurance applies for the insured as a private individual.

### I. 2 Compensation is payable

#### I. 2.1 In the case of disputes without trial

- Compensation is payable for the insured's own costs for a legal representative in the event of a dispute that can be tried in a district court or equivalent court of law/tribunal or which, after trial in such a court of law, may be tried by the Court of Appeal or the Supreme Court, or equivalent court/s of law abroad.
- The insurance applies also in the case of disputes with arbitration proceedings.

#### I. 2.2 In the case of disputes with trial

- compensation is payable for litigation costs relating to disputes – both the insured's own costs as well as those costs he may be obliged to pay after trial in such court of law as is listed above.
- compensation is also payable for litigation costs arising out of a settlement reached during court proceedings, which the insured has undertaken to pay to the opposing party, provided that it is evident that the court would have ordered the insured to pay litigation costs with a higher amount if the dispute had been the subject of a court ruling.

#### I. 2.3 Compensation is payable for the following costs

Compensation is payable for the costs listed below if the insured cannot obtain payment from the opposite party or from public funds. This means, among other things, that Europeiska ERV will not pay compensation if the insured, in court or out of court, abstains from the possibility of obtaining compensation from the opposite party.

### I. 3 Maximum compensation

The maximum compensation payable in respect of any one claim event/dispute, is specified in the insurance brochure and in the table under A.6 and age 4. If more than one dispute arises, these shall be deemed to be a single dispute if the disputes are based essentially on the same event or circumstances.

A single dispute is held to exist if the insured, together with another insured, is on the same side in a dispute.

### I. 4 Security directives

- If the insured does not engage the services of a legal representative in accordance with the provisions of Section I.6 the insurance will cease to be in force. However, in the event of a dispute which may be tried in accordance with the provisions of Chapter 1, Section 3d, first paragraph, of the Code of Judicial Procedures (small claims), no legal representative need be engaged.

### I. 5 Exclusions

Europeiska ERV will not compensate costs incurred in connection with a criminal case, nor costs for a dispute that can only be tried by an administrative court.

#### I. 5.1 Exclusions pertaining to disputes

The insurance does not apply in respect of disputes relating to:



- matters connected with the exercise of profession, official duties, or other gainful occupation
- family law
- financial activities of an unusual nature or scope for a private individual
- personal financial guarantees
- a financial claim or demand transferred to the insured
- the insured, in the capacity of owner, user or driver of a motor vehicle, caravan or other trailer, aircraft, steam boat, motor boat, sail boat or water scooter, **Note:** Legal expenses coverage does, however, apply for the insured as the driver or user of a motor vehicle, caravan or other trailer, motor boat or sailboat which the insured has temporarily borrowed or leased outside the Nordic countries
- damages or other claim on grounds of an act or deed performed by the insured, that has given rise to suspicion of, or prosecution for, an offence for which criminal liability presumes wrongful intent
- if the insured does not show that he has a legitimate interest in having his case tried.

### I. 5.2 Exclusions pertaining to costs

Compensation is not payable under the terms of this insurance for claims arising from

- the insured's own work, loss of earnings, travel and living expenses, or other expenses incurred by the insured
- implementation of judgement, decisions or contracts
- additional expenses which may arise if the insured engages more than one legal representative, or changes legal representative.
- costs for arbitrators.

If the insured has been awarded compensation in the form of damages that shall also cover the lawyer's fee, Europeiska ERV will not pay compensation for such costs.

### I. 6 Choice of legal representative

In order to be eligible for compensation, the insured is required to engage a legal representative who is suited to the task in consideration of the insured's place of residence, the place where the dispute will be tried, as well as the nature and scope of the dispute, and

a) who is a member of a national Bar Association (lawyer), or other person with legal qualifications employed by a lawyer or a legal aid office, or

b) who has been appointed counsel in the dispute in accordance with the provisions of the Swedish, or in other countries, national Legal Aid and Advice Act, or

c) who can show that he, at some time during the previous three years, was appointed counsel in accordance with the provisions of the Legal Aid and Advice Act, in a dispute of similar nature, and is still suited to the task of such counsel, or

d) who in some other way has shown that he is specially suited to the assignment.

Examination of the legal representative's suitability in accordance with item c) or item d) is performed in Sweden by the Insurance Companies' Legal Expenses Committee (Försäkringsbolagens Rättskyddsämnd).

The insured, and Europeiska ERV, reserve the right to demand arbitration through the agencies of the Swedish Bar Association, or similar foreign professional association, concerning the reasonableness of the lawyer's fees and costs.

A prerequisite to allowing the insured to seek the services of a legal representative in accordance with the provisions of item c) and item d) above, is that the legal representative pledges, in the event of a dispute, to accept the Insurance Companies' Legal Expenses Committee's examination of the fees and other expenses relating to the case.

In the event of a dispute handled outside Sweden the legal representative must be approved by Europeiska ERV.

### I. 7 Excess

An excess equivalent to 20 % of the expenses, however, not less than USD 120, applies for legal expenses coverage.

## J. PERSONAL ASSAULT COVERAGE

### J.1 Coverage

Compensation is payable for personal injuries inflicted on the insured in his capacity as a private individual, during a trip, through assault or through other intentional force or violence. The insured must be able to show that he was not under the influence of alcohol, sleeping-pills, narcotic drugs or other intoxicants, or abuse of pharmaceutical drugs or doping preparations, alternatively, that such influence or abuse has no connection with the injuries.

### J. 2 Compensation

Compensation is calculated in accordance with the Swedish laws governing damages, and the provisions of Chapter 5 of the Damages Act.

### J.3 Maximum compensation

The maximum compensation in respect of any one event, is specified in the Insurance brochure and in the table under A.6 and page 4. Several injuries are deemed to be a single injury if they occur on the same occasion.



## J. 4 Security directives

Injuries that may result in a claim for compensation must be reported to Europeiska ERV without delay. In the event of an injury, the insured must be able to:

- prove that he is entitled to compensation for damages.
- prove that the perpetrator was not known to the insured, or that the perpetrator cannot pay compensation.

In addition, the insured must report the claim event to the police in the place where the assault occurred, and must consult a hospital/doctor for treatment/medical assessment of the personal injury.

The police report, medical report/ assessment must be submitted to Europeiska ERV, in originals. If the injury leads to prosecution of the perpetrator, the insured must sue for damages, if Europeiska ERV so requests, whereby Europeiska ERV will pay the litigation costs.

## J. 5 Exclusions

Compensation is not payable for injuries inflicted on the insured when:

- the insured, without adequate reason, has exposed himself to the risk of injury.
- the insured, in connection with accidental injury, has performed a wilful act which, according to Swedish law, can result in fines or a more severe penalty.
- the insured is injured by a close relative or co-insured
- the occurrence of injury, and the severity of injury, directly or indirectly, is caused by, or is connected with, war, war-like events, civil war, revolution, civil commotion or riots.
- the insured is injured while exercising his profession, official duties or other gainful occupation.

**Compensation is also not payable for indemnity:**

- that is based on confession alone
- that is based on transfer of entitlement from the person who is directly entitled to compensation.
- if the indemnification/compensation of costs is payable by another party, e.g. the perpetrator or state/municipality.
- if the indemnification/compensation of costs has been paid by other insurance policy/insurance company.

## K. CRISIS THERAPY

### K. 1.1 Coverage

- Compensation is payable for crisis therapy in the event that the insured during his trip is directly affected by burglary, robbery, personal assault, natural disaster, act of terror or rape.
- The incident must be reported to the police at the place of destination of the trip and a certificate of attestation from the police confirming this must be presented to Europeiska ERV.

### K. 1.2 Security directives

To be allowed to make use of your entitlement to crisis therapy you must contact Europeiska ERV before therapy begins.

### K. 1.3 Maximum compensation

The maximum compensation is specified in the insurance brochure and in the table under A.6 and page 4.

### K. 1.4 Exclusions

- Compensation is not payable for crisis therapy in respect of damages inflicted on the insured by a co-insured or a close relative.

## L. SUPPLEMENTARY EXPENSES IN THE EVENT ACTS OF TERRORISM, POLITICAL CRISIS OR NATURAL DISASTER

### L. 1 Coverage

- If you are in an area that has been affected by acts of terrorism, political crisis, natural disaster or other sudden and unforeseen event, and you are forced because of the emergency situation to extend the duration of your stay or find some other form of accommodation, compensation is payable for necessary emergency transport or evacuation to a safer place and for necessary and reasonable expenses for food and accommodation.

Compensation is payable in an amount not exceeding USD 50,000 per student and per incident.

- Expenses must be substantiated by original receipts.

## M. COMMON TERMS AND CONDITIONS

### M. 1 Period of validity and payment of the insurance

The period of validity is the duration in time for which you have purchased Europeiska ERV's insurance. This period begins when the trip begins, however, not before 00.00 hours on the day specified in the insurance certificate or at the point in time determined by circumstances and the insurance continues to be in force until the end of the period of insurance.

Europeiska ERV's insurance is only valid provided you have paid for it before the period of validity begins.

If you purchase your insurance on the day on which the trip starts it is not valid until you have paid for it. Europeiska ERV's liability is valid for events which happen during the period of validity.

### M. 1.1 Renewal/extension

The insurance is not renewed or extended automatically.

### M. 2 Salvage obligation

When an insurance incident occurs, or threatens to occur imminently, you must to the best of your abi-

lity take action to prevent or limit damages and, if another party is liable to pay damages, to safeguard the rights that Europeiska ERV may have against that party.

If you have deliberately neglected your duty as defined in the preceding paragraph, compensation may be reduced, as far as you are concerned, in accordance with what is reasonable in consideration of your circumstances and the surrounding circumstances.

The same applies if you have neglected your obligations knowing that this represented a considerable risk that damages would occur or otherwise through gross negligence.

### **M. 3 Action to be taken in the event of damages**

If you happen to sustain damages you must observe the instructions in these policy conditions:

- the incidents must be reported to Europeiska ERV without delay
- theft, robbery or assault must be reported to the police at the place where the incident occurred and a certificate of attestation from the police confirming this must be sent to Europeiska ERV
- incidents that occur during transport, or at a hotel, must be reported to the transport company/carrier or to the hotel management
- you must submit a specified claim, and provide the information and documentation that Europeiska ERV requires in order to handle the claim, e.g. original purchase receipts, a medical certificate from a legally qualified and impartial doctor
- you have a duty to inform Europeiska ERV if there is any other valid insurance for the same incident
- repairs may be undertaken only after Europeiska ERV's approval and the choice of repairer, repair method and material must be approved by Europeiska ERV
- damaged objects must be retained to allow for inspection by Europeiska ERV.

You are not entitled to higher compensation than is equivalent to the value of the actual damages. Failure to fulfil your obligations in accordance with the foregoing may result in a reduction of the amount of compensation.

### **M. 4 Payment of compensation**

Europeiska ERV will pay compensation at the latest one month after you have reported the incident and submitted the information we require to be able to handle the claim.

If you are entitled to a certain, fixed amount, Europeiska ERV will pay it as soon as possible. This amount will be deducted from the final total amount of compensation.

In respect of property that is repaired, or replaced, Europeiska ERV will pay compensation when you have shown that the property has been repaired or has been replaced.

If for some reason payment of compensation is delayed for longer than one month you will be paid penalty interest in accordance with the Swedish Interest Act.

If the delay is due to a police investigation or to the valuation procedures specified in item M.10 you will be paid interest at the reference rate of the Riksbank. Under these terms interest will not be paid if the amount due is less than USD 11.

## **M. 5 Reduction of the amount of compensation**

### **M. 5.1 Provocation of an insurance incident**

If you deliberately provoke the occurrence of an incident that gives rise to an insurance claim no compensation will be payable from the insurance as far as you are concerned. The same will apply insofar as you have intentionally aggravated the consequences of such an incident.

If, through gross negligence, you have brought about the occurrence of an insurance incident or aggravated its consequences, compensation may be reduced, as far as you are concerned, in accordance with what is reasonable in consideration of your circumstances and the surrounding circumstances. The same will apply if it otherwise must be assumed that you acted or refrained from action knowing that this represented a considerable risk that the incident would occur.

For example may the use of drugs, alcohol or other intoxicants in such a way that the insured person exposes himself to the risk of injury imply that the rules for causing an insurance incident applies.

### **M. 5.2 Security directive**

If, when the insurance incident occurred, you have neglected to comply with a security directive stated in these policy conditions or a statute to which the conditions refer, the compensation from the insurance may be reduced, as far as you are concerned, according to what is deemed reasonable in consideration of the connection between your non-compliance and the incident that has occurred, the degree of intent or negligence involved and the surrounding circumstances. A security directive is a rule governing certain specific ways of acting or arrangements which are intended to prevent or limit damages or concerning certain specific qualifications pertaining to the insured or his employees or other assistants.

### **M. 5.3 When compensation may not be reduced**

Compensation may not be reduced in accordance with the provisions of this section in the case of

1. trivial negligence
2. the action of someone who suffers from a serious mental disorder or was under twelve years of age, or
3. action intended to prevent damages to a person or property in an emergency of such a kind that the action was justifiable.

## Rules governing other special cases

### M. 6 Aviation accident

In the event of an air accident during flight compensation will only be payable if the insured was a passenger on an aircraft bearing nationality marks. Passengers are deemed to be only those persons on board who do not have or do not perform any duties or tasks connected with the flight.

### M. 7 Supplier's guarantee

Europeiska ERV's insurance does not apply for damages for which a supplier or other party holds responsibility in accordance with law, guarantee or similar undertaking. However, the insurance does apply if you can show that the party that has made a commitment is not able to fulfil this commitment.

### M. 8 War damages

The insurance does not cover claims that are linked to war, warlike events, civil war, revolution or insurrection. However, the insurance applies if you are staying in the affected area at the time of the disturbance and the claim arises within 14 days of the outbreak of the troubles. You may not participate in the war or act as a reporter or similar.

#### M. 8.1 Damages to or loss of property in the event of war damages

Compensation for damages to or loss of property is payable with not more than an amount equivalent to one half of the applicable maximum amount. The same limitation applies if your property was confiscated, was left behind or was lost in the event of evacuation or internment.

### M. 9 Nuclear damages

Compensation is not payable for damages where the damages were caused directly or indirectly by nuclear process (nuclear reaction, e.g nuclear fission, nuclear fusion or radioactive disintegration).

### M. 10 If we disagree about valuation of property

If we cannot agree on the value of the property that is the subject of a claim a valuer authorised and appointed by the Swedish Chamber of Commerce shall evaluate the property. The evaluation shall be performed in accordance with the provisions of these policy conditions. Your cost for such evaluation is USD 55 plus 10% of any surplus amount, however, it may not be more than half of the valuer's fee. If the valuer arrives at a higher amount than Europeiska ERV has offered, Europeiska ERV will pay for the entire cost of valuation.

### M. 11 Time Limitations

A person who wants to claim compensation, or any other insurance cover, must initiate action against Europeiska ERV within a period of ten years from the date when such circumstance in the insurance contract that entitles to insurance coverage occurred. If actions are not brought within that period, the right to insurance cover will be lost.

If the person who intends to claim for insurance cover has reported the claim to Europeiska ERV within the prescribed period, as specified in the first sentence, the period to initiate actions against Europeiska ERV is always at least six months from the date when Europeiska ERV declared that it has passed a final decision regarding compensation.

### M. 12 Force majeure

Europeiska ERV's insurance does not cover loss which may occur if the claims investigation, repairs or payment of compensation are delayed due to war, war-like events, civil war, revolution or insurrection, or due to natural disaster, intervention by authorities, strikes, lockout, blockade or similar events.

### M. 13 Common exclusion

The insurance does not cover injury or damage arising from illegal actions by the insured party, his/her beneficiary or legal heir.

Insurance cover, liability to pay any claim or provision of any benefit or service shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or Sweden that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America insofar as those are not in contradiction to European or Swedish legislative provisions.

### M. 14 Double insurance

If the same interest is insured by several insurance companies against the same risk, each insurance company shall have a liability toward you as if that company alone had provided insurance coverage. However, the insured is not entitled to receive a higher total amount of compensation from the companies than is commensurate with the damages. If the sum of the liability amounts exceeds the damages, liability will be divided between the companies in proportion to the respective liability amounts.

### M. 15 Right of recourse

Europeiska ERV acquires your right to claim compensation for damages, insofar as the damages are covered by this insurance and compensation for the damages has been paid by Europeiska ERV.

### M. 16 Other legislation

In all other respects the relevant sections of the Swedish Insurance Contract Act (Försäkringsavtalslagen) shall apply.

## The right of withdrawal

When you take out the insurance via a distance contract you have the right to withdraw the purchase within fourteen (14) days of entering into the agreement. You must inform Europeiska ERV if you want to exercise your right of withdrawal. If you choose to exercise your right of withdrawal, Europeiska ERV is entitled to request that a premium be paid corresponding to the period for which the insurance was valid.

You are not entitled to withdrawal if the distance contract relates to a policy with an agreed validity period of one (1) month or less. Chapter 3 of Swedish Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59).

## Personal data processing and disclosure of information

Europeiska ERV values your privacy. We will only use your personal data for the purposes for which you give it to us. We will retain your data for the duration required by our operational purposes.

Europeiska ERV will only disclose your personal data to other organizations where we have your permission to do so, or where we are required to do so by regulation. You also have the right to request, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europeiska ERV in writing if you do not want your personal data to be processed for purposes that concern direct marketing.

You have the right to ask us to delete the personal data. Please note that in some cases when you make such a request of personal data, we may not be able to honour your request as this may result in us not being able to fulfil our legal obligations or if there is a minimum statutory period of time for which we have to keep your personal data. If this is the case then we will let you know our reasons.

The address is: Europeiska ERV, Dataskyddsombudet, Box 1, 172 13 Sundbyberg.

Requests for correction of personal ID numbers can be made to the same address.

In the event of a claim, Europeiska ERV is entitled to disclose the information received from the insured and/or policyholder to Europeiska ERV's international network, including our central control unit and service offices. Furthermore, Europeiska ERV can request to seek information on your state of health and treatment from the physicians and hospitals that have treated you. Europeiska ERV may request that you sign a so-called "medical release" giving Europeiska ERV the right to request medical information.

## NOTIFICATION OF CLAIM

A claim for damages should be sent to Europeiska ERV Insurance Company Box 1, 172 13 Sundbyberg, Sweden. [www.erv.se](http://www.erv.se)  
Visiting address: Löfströms Allé 6 A, Sundbyberg, Sweden  
Telephone: +46 770 45 69 00. Fax: +46 8 20 14 84, Domicile: Sundbyberg

**Immediate 24-hour emergency assistance In the event of serious accidents or sickness while you are abroad, you may always contact:**

**Europeiska ERV Alarm**  
Telephone: +46-770-456 920

## IF YOU ARE NOT SATISFIED WITH EUROPEISKA ERV'S HANDLING OF YOUR CLAIM

We at Europeiska ERV wish to provide you with personal service and establish good personal relations. If you happen to sustain damages we wish to provide swift handling of your claim and to ensure that you receive the compensation you are entitled to according to these policy conditions.

If you are not satisfied with the handling of your claim, you can have your case reviewed. Please speak again to your claims adjuster. Perhaps there has been some misunderstanding, or perhaps new circumstances have come to light that can influence assessment of the claim. If you are still not satisfied, our claims adjuster has a duty to refer your claim for review by a higher instance within Europeiska ERV.

## ADVISORY AND REVIEW SERVICES OUTSIDE EUROPEISKA ERV

### Claims adjuster

If you are not in agreement with us concerning the valuation of damaged property, either of the parties can request that an adjuster who is appointed by the Swedish Chamber of Commerce shall evaluate the property. (See also Item M.10).

## VARIOUS INSURANCE BOARDS

### The Personal Insurance Board

(Personförsäkringsnämnden) This board will, in its capacity as a consumer advisory board, provide statements of expert opinion at the request of the policyholder in disputes between the policyholder and the insurance company in respect of health-, accident- and life insurance.

Address: Box 24067 (Karlavägen 108),  
104 50 Stockholm, Sweden  
Telephone: +46 8 522 787 20

### Committee for Bodily Injury Liability Insurance

(Ansvarsförsäkringens Personskadenämnd) This committee reviews questions relating to compensation following bodily injuries in the area of liability insurance and other insurance that does not constitute traffic insurance.

Address: Box 24067 (Karlavägen 108),  
104 50 Stockholm Telephone: +46 8 522 787 20

### The National Board for Consumer Complaints

(Allmänna Reklamationsnämnden)

This board reviews complaints from private individuals, including matters relating to insurance. Such reviews are free of charge.

Address: Box 174, 101 23 Stockholm, Sweden  
Telephone: +46 8 508 860 00

### Court of law

Even if your case has been reviewed by any of the aforementioned boards, you may approach a court of law. Assistance with costs connected with a court hearing can be obtained through:

- State legal aid which can provide a means-tested contribution to litigation costs, or
- Legal expenses coverage. In many cases the legal expenses coverage clause included in the insurance policy can be utilised

### The Swedish Consumers' Insurance Bureau (Konsumenternas Försäkringsbyrå)

The Bureau is run jointly by insurance companies, the Swedish Financial Supervisory Authority, and the Swedish Consumer Agency. The function of the Bureau is to provide advisory services and assistance, free of charge, concerning different insurance matters to private individuals (consumers), and to certain persons in trade and industry.

Address: Box 24215 (Karlavägen 108),  
104 51 Stockholm, Sweden  
Telephone: +46 200 22 58 00

**EUROPEISKA  ERV**

Insurance provider for this insurance is:  
Europæiske Rejseforsikring, A/S, CVR no. 62 94 05 14  
through Europeiska ERV Filial, hereinafter called Europeiska ERV.  
Org. no. 516410-9208.  
Supervisory authority is the Danish Finanstilsynet.

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