

Terms and conditions Holiday Insurance

Valid from July 12, 2022

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. Europeiska ERV Filial Torshamnsgatan 35, 164 40 Kista, Sweden, Phone: +46 (0) 770-45 69 00, www.erv.se.

This is a translation from Swedish to English of the insurance conditions "Villkor för Europeiska ERVs Semesterförsäkring – gällande från och med 25 maj 2018". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

IMPORTANT INFORMATION - PLEASE READ BEFORE TRAVELLING

Before starting your trip, review your insurance coverage.

Supplementary travel insurance

- Prior to taking out the Holiday Insurance it is a requirement that you are a policyholder of a home and content insurance that includes travel protection coverage.
- The Holiday Insurance supplements your travel protection coverage available in your home and content insurance.
- Holiday Insurance is valid up to 45 days when travelling.
- If you fall ill, suffer an accident or if you are in need of acute dental care during the trip and the medical expenses will exceed SEK 1,500 you must contact the emergency center associated to the insurance company of your home and content insurance.

Separate travel insurance

- If you are away for more than 45 days, if you are not a policyholder of a home and content insurance or in case that your home and content insurance does not have an adequate travel protection coverage, you should take out a separate travel insurance with more extensive coverage that covers you in the event of illness, accident, repatriation, etc.
- Call Sales & Support on telephone + 46 (0) 770 457 971 and we will help you to find an insurance that suits you and your trip.

Certain requirements regarding standards of care, exclusions and limitations apply to this insurance. If you do not comply with these directives, this may result in partial or total reduction of the amount of compensation. Please also read the definitions at the start of the terms and conditions.

I. DEFINITIONS

The wording of these policy conditions contains a number of technical insurance terms. These are marked in *italics* in the text, and the respective definitions are given in the "Definitions" section, which also serves as an introduction to these policy conditions.

Public transportation means transport by train, plane, bus or boat in regular traffic as well by taxi, i.e. means of transport that are intended to provide passenger conveyance to the general public.

Luggage is your private property, including property you have rented or borrowed, that you bring on your trip for your personal use.

Luggage is divided into:

- Money - valid coins and banknotes.
- Travel documents are travel ticket, passport, driver's license, ski-pass.
- Valuable/theft-prone property is e.g. cameras, watches, MP3 players, jewelry and mobile phones.
- Other private property.

Daily rate - A *daily rate* is the travel costs divided by all *travel days*. Travel costs are paid costs for travel and accommodation.

A family means two adult persons who are married/partners/registered partners and their children (age 0 to 19 years). "Children" means accompanying joint offspring or offspring of one of the adults who jointly booked the trip and took out the Holiday Insurance.

Doctor, unless otherwise specified in these terms and conditions, refers to the attending doctor at the destination for the trip, who must be qualified and impartial.

Travelling companion refers to someone who, together with the traveller, has booked the trip and purchased the Holiday Insurance.

Natural disaster refers to a natural event of considerable magnitude, at or close to the traveller's destination, and considered by local authorities to be a catastrophic situation requiring extraordinary efforts.

The Nordic countries refer to Sweden, Norway, Denmark, Finland, Iceland and the Faeroe Islands.

Close relative means spouse/partner/registered partner, children, stepchildren, siblings, parents, step-parents, grandparents, parents-in-law, grand-children, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a person who is registered at the same residential address as the insured. Under the terms and these policy conditions, the parents and siblings of the insured's partner and registered partner are deemed to be equivalent to parents-in-law, brother-in-law and sister-in-law.

New trip - Compensation is provided so that 65 % of the cost of the ruined trip is paid for in cash when settling the claim. If, within one year of the first payment, you book a new trip at a price exceeding the compensation already paid, compensation will be provided for the outstanding difference in price between the compensation paid and the price of the new trip. A total of 100 % of the price of the ruined trip will be compensated at most.

Accidental injury refers to bodily injury sustained involuntarily by the *traveller* as a result of a sudden external event, i.e. an assault on the body from external causes. Bodily injury due to frostbite, heat exhaustion or sunstroke are also regarded as equivalent to accidental injury. The date when such injury manifests itself, will be considered to be the date of the accidental injury.

Travel day refers to each commenced 24 hours of the originally booked travel period. Each full 24-hours is calculated from 00.00 hours through 24.00 hours.

Traveller refers to the person who has taken out Europeiska ERV's Holiday Insurance and who is covered by these terms and conditions.

Partner refers here to any person with whom the traveller is cohabiting under conditions resembling marriage and who is registered at the same address. In order to count as a partner, neither of the parties may be married or registered as being in a partnership with someone else.

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.

II. GENERAL INFORMATION ABOUT THE INSURANCE

For whom the Holiday Insurance applies

- The Holiday Insurance can be purchased by persons who are permanent residents in Sweden.
- The insurance applies to *travellers* who are named on the insurance certificate or travel certificate and who have paid the premium for the Holiday Insurance before departure.

Where the Holiday Insurance applies

- The geographical scope of validity of the insurance is set out in the insurance certificate or travel certificate.
- However the insurance does not apply in areas where the Swedish Ministry of Foreign Affairs has issued a travel warning. *Read more on www.erv.se.*

Validity and payment of the Holiday Insurance

In order to take out the Holiday Insurance you must have a home and content insurance that includes travel protection coverage.

- The period of validity of the insurance is set out in the insurance certificate or travel certificate.
- The insurance must be purchased for the entire length of the trip, but no more than 45 days, and must be paid for before departure.

10. GENERAL TERMS AND CONDITIONS

10.1 Rescue obligation

When an insured event occurs or imminently threatens to occur, you must take action to the best of your ability to restrict or limit the damage. If another party is liable for damages, you must take action to preserve any rights Europeiska ERV may have against that party.

If you have intentionally neglected your responsibilities as defined in the first paragraph, compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your situation and other circumstances. The same applies if you have neglected your obligations through gross negligence or when you were aware that there was a significant risk of damage or injury occurring.

10.2 Action in the event of a claim

If you should have a claim, you must fulfil the requirements placed on you under the relevant section in the terms and conditions. You must also:

- report the event to Europeiska ERV as soon as possible
- submit a specified request for compensation and provide the information and documentation required by Europeiska ERV to process the case, e.g. original purchase receipts, medical certificate from a qualified and impartial doctor, authorization to access medical case notes or a certificate of delay
- inform Europeiska ERV if there is any other insurance or equivalent cover valid for the same incident
- submit damaged items for inspection if requested by Europeiska ERV.

10.3 Payment of compensation

Europeiska ERV shall pay the compensation no later than 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 amount, Europeiska ERV shall pay this as soon as possible. This amount is deducted from the final settlement. Should the payment be delayed more than one month, you will receive penalty interest according to the Swedish Interest Act. Interest pursuant to these terms and conditions is not paid if it is less than SEK 100.

10.4 Reduction of compensation in the event of a claim

10.4.1 Causing an insured event

If you have intentionally brought about an insured event, compensation is not paid from the insurance as far as it concerns you. The same applies to the extent you have intentionally worsened the consequences of an insured event. If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your case and other circumstances.

The same applies if you must otherwise be assumed to have acted or failed to act in the knowledge that this meant a significant risk for the injury or damage occurring. 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 insured event applies.

10.4.2 Safety directives

If, in the event of an insured event, you have neglected to follow the safety directives set out in the insurance's terms and conditions or another statute that the conditions refer to, the compensation from the insurance can be reduced as far as it concerns you, based on what is reasonable with respect to the conditions associated with the injury or damages that have arisen, the intent or negligence that has occurred, and the circumstances in general.

Safety directive is intended to mean a directive about certain determined ways of acting or arrangements that are dedicated to preventing or limiting damage or certain determined qualifications with the insured, or his/her employees or other assistants.

10.4.3 When a reduction cannot take place

The compensation cannot be reduced according to this chapter due to

1. trivial carelessness
2. action of someone who was seriously mentally disturbed or was under twelve years of age, or
3. actions that were intended to prevent physical injury or damage to property in an emergency situation to the extent that the action was defensible.

10.5 Supplier's guarantee

The Holiday Insurance does not apply for damages for which a supplier or other party holds responsibility according to 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.

10.6 War damages

The insurance does not apply in respect of damages associated with war, war-like events, civil war, revolution or insurrection. However, the Holiday Insurance applies if you are staying in the affected area at the time of the outbreak 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.

10.7 Nuclear damages

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

10.8 Limitation period

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.

10.9 Force majeure

The Holiday Insurance does not cover losses that may occur if the claims investigation, repairs or payment of compensation is delayed due to war, war-like conditions, civil war, revolution or insurrection or due to natural disaster, intervention by authorities, strikes, lockouts, blockades or similar events.

10.10 Common exclusions

The insurance does not apply with respect to injuries or damages resulting from illegal act by the insured, his/her beneficiary or legitimate 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 it is 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.

10.11 Double insurance and recovery of compensation

If the same interest has been insured against the same risk with several insurance companies, each insurance company shall have a liability towards you as if that company alone had provided the insurance.

However, the insured party is not entitled to receive higher total amount of compensation from the companies than is appropriate to the claim. If the total sum of the liability amounts exceeds the actual loss, the liability will be divided between the insurance companies in proportion to the respective liability amounts.

To the extent that the insured has received compensation, Europeiska ERV assumes the right to recover compensation paid by the person responsible for the damages or from any other insurance or party.

10.12 Right of recourse

Europeiska ERV assumes your right to claim compensation for damages, to the extent that this is covered by the insurance and has been compensated by Europeiska ERV.

10.13 Other legislation

In general, the applicable sections of the Insurance Contracts Act (SFS 2005:104) apply.

10.14 The right of withdrawal

When you take out the insurance via distance contract you have the right to withdraw the purchase within fourteen (14) days of entering into the agreement.

If you wish to exercise your right of withdrawal you must inform Europeiska ERV. If you chose 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 an insurance policy with an agreed validity period of one (1) month or less. In accordance with chapter 3 of Swedish Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59) there are additional rules concerning the right of withdrawal.

10.15 Personal data processing and disclosure of information

Europeiska ERV values your privacy. We will only use your personal data for legitimate legal insurance related purposes and only retain your data for the duration required by our operational purposes and applicable law.

Europeiska ERV will only disclose your personal data to third parties when it has a legal purpose, for example, when it is needed to fulfil our agreement with you. 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.

Read more on our web page www.erv.se

The address is: Europeiska ERV, Dataskyddsbudet, Torshamnsgatan 35, 164 40 Kista.

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.

11. APPLICATION FOR COMPENSATION

The simplest way for you to claim is through our online service via our website, www.erv.se. On weekdays, you can also contact Europeiska ERV directly. We are pleased to help you with advice and to answer your questions. Telephone hours: 09.00-16.00 Telephone: +46 (0) 770-45 69 18 E-mail: privatskador@erv.se

When you contact us, please always quote your policy number.

If you are in need of urgent help at the destination of your trip, you can contact our assistance company Europeiska ERV Alarm 24/7 on telephone number +46 (0) 770-456 920.

In the event of serious illness, accident, admission to hospital or if you have to return home early, please contact the emergency-center associated to the insurance company of you home and content insurance.

If you are not satisfied with our claim settlement

At Europeiska ERV, our aim is to give you personal service and establish good personal relations. If anything happens to you, we wish to provide swift handling of your claim and to ensure that you receive the compensation you are entitled to according to the terms and conditions of the insurance.

If you are not satisfied with the handling of your claim, you can have your claim re-examined. Speak to your claims adjuster again. There might simply have been a misunderstanding. New circumstances may have been presented that can be of some significance in the case.

If you are still not satisfied with the handling of your claim, you can request to have your case examined by Europeiska ERV's Customer Ombudsman.

Visiting address: Torshamnsgatan 35, Kista, Sweden;
Telephone: +46 (0) 770-456 900;
E-mail: info@erv.se
Corporate ID number: 502005-5447;
Registered office: Kista

ADVISORY AND REVIEW SERVICES OUTSIDE EUROPEISKA ERV

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 (0) 8-522 787 20

The National Board for Consumer

(Allmänna reklamationsnämnden, ARN)

The 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 (0) 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 costs connected with a court hearing can be obtained through:

- State legal aid which can provide a means-test contribution to litigation costs.
- The majority of homeowner's comprehensive policies include a legal expenses clause that the policyholder can use in case of disputes which can be referred to a court.

The Swedish Consumers' Insurance Bureau

(Konsumenternas försäkringsbyrå)

The Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority (Finansinspektionen) and the Swedish Consumer Agency (Konsumentverket). 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 (0) 200-22 58 00.