

# Policy conditions Visitor

Valid from May 2, 2021

Insurance provider for this insurance is Europæiske Rejseforsikring A/S, CVR no. 62 94 05 14, through Europeiska ERV Filial (hereinafter Europeiska ERV), org. no. 516410-9208. Supervisory authority is the Danish Finanstilsynet. Europeiska ERV: Phone: + 46 (0) 770-456 900, Visiting address: Löfströms Allé 6 A, Box 1, SE-172 13 Sundbyberg, Sweden. This is a translation from Swedish to English of the insurance terms and conditions "Villkor Visitor" gällande fr.o.m. 2 maj 2021. In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

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.

## Definitions

Accident is a bodily injury, suffered involuntarily by the insured, as a result of a sudden external event, i.e. an assault on the body from external means. Bodily injury due to freezing, heat exhaustion, or sunstroke, also falls into the category of accident. The date when such injury manifests itself, shall be considered to be the date of the accident.

**Co-insured** means the person who together with the policyholder has booked the trip and purchased the Visitor insurance.

Home country is the insured's country of origin, from which the insured holds a passport, alternatively, the country where the insured had his/her fixed, permanent home before arriving in a Nordic country.

**Insured means** the person who has purchased the Visitor insurance, and who is covered under the provisions of these policy conditions.

**Nordic countries** comprise Sweden, Norway, Denmark, Finland, Iceland and the Faeroe Islands.

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.

## A. GENERAL INFORMATION ABOUT THE INSURANCE

#### A.1.1 To whom the insurance applies

The insurance applies for foreign citizens, who are not yet 70 years of age and who are temporarily visiting a Nordic country. Details concerning the individual to whom the insurance applies are stated in the insurance certificate.

The insurance can be taken out by persons who are permanently resident in Sweden.

## A.1.2 Where the insurance applies

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

The insurance applies in the Schengen countries if the insured is holder of a Schengen Visa issued by a Swedish foreign Authority (Embassy or Consulate General) or Honorary Consulate if Swedish foreign authority is not represented in the country the visitor is permanently residing in.

What is stated in these policy conditions about the Nordic countries, also applies to each of the other geografical scopes specified in the insurance certificate.

#### A.1.3 The validity of the insurance and payment

Unless otherwise agreed, the insurance coverage commences on the inception date and remains in force while the insured is travelling/staying in a Nordic country, however, for a maximum of 12 months, provided that the insurance was purchased, and the premium was duly paid, before commencement of travel/stay in the Nordic countries. *Note:* The majority of the duration of stay must be located in Sweden. The insurance is valid when the insured arrives in a Nordic country. After special agreement with the Europeiska ERV, the insurance may also apply from the time the insured arrives to a Schengen country for further travel to the Nordic countries.

The insurance terminates when the insured departs from a Nordic country or Schengenarea, even if the insurance term covers a longer period

The period of validity of the insurance is stated in the insurance certificate, and is not automatically extended.

#### A.1.4 Excess

The insurance applies with an excess of €100, per claim.

# **B. IF THE INSURED FALLS ACUTE ILL OR HAS AN ACCIDENT**

Compensation is payable in a maximum amount of €30,000, per occurrence, for necessary and reasonable expenses.

#### B.1.1 Limitation

At existing and/or chronic medical conditions compensation is only paid for unexpected acute deterioration, provided that the current medical condition has not shown any symptoms/dis-comfort and/or been treated six months prior to taking out the insurance.

## B.1.2 Costs for medical care and treatment

The insurance pays for charges made for treatment and medical care which is provided by a by a legally licensed, impartial doctor, through the public health care system.

Within the Schengen-area public health care must used in the first place. After pre-approval of Europeiska ERV or our assistance company Europeiska ERV Alarm, private healthcare may be granted.

## B.1.3 Limitations

 As regards sickness and accidental injuries, compensation is payable for costs relating to medical care and treatment undertaken within 60 days from the date of the first visit to a doctor. Following a decision by Europeiska ERV's or our assistance companies doctor, Europeiska ERV reserves the right to request that the insured returns to his/her home country for medical treatment.

#### B.2 Medical aids and certification

Compensation is payable for costs for aids and devices as prescribed by a legally licensed, impartial doctor, to alleviate sickness/accidental injury for a period of maximum 60 days, and costs for medical certificate as well as for other documentation that Europeiska ERV may require for purposes of claims handling.

#### B.3 Dental treatment in the event of accidental injury

In the event of damages to teeth sustained in an accident, compensation is payable for dental treatment carried out within 60 days by a legally licensed, impartial dentist in a Nordic country.

## **B.3.1** Limitations

- Damages to a tooth as a consequence of chewing or biting, are not deemed to be an accident, and are not compensated.
- If, after dental injuries resulting from an accident, there are pathological
  or other changes that are not normal for the insured's age, compensation
  is payable only for such injury that can be assumed to be the result of the
  accident, as if the changes had not existed when the injury occurred.

### B.4 Travel in conjunction with medical treatment

If the insured is required to consult a doctor or go to a hospital for medical care, his/her local travel costs in the Nordic countries will be reimbursed. Travel in own car is compensated in an amount of €0,18/kilometer.

#### B.4.1 Limitations

Compensation is payable only for travel in conjunction with medical care and treatment which is undertaken within 60 days after the first visit to the doctor. Compensation is payable for the least costly mode of travel in consideration of your state of health.

## B.5 Return journey to the home country

In the event that a legally licensed, impartial doctor in a Nordic country prescribes that the insured returns to his/her home country, for medical reasons, at other point in time than was originally planned, compensation is payable for supplementary costs for the return journey to the home country. Europeiska ERV will also pay supplementary costs for a close relative who has purchased the same insurance, alternatively, for one co-insured. Europeiska ERV will not pay for the return journey to a Nordic country.



## B.6 Repatriation of remains after death or local burial

If the insured dies while travelling/staying in a Nordic country or Schengen country, Europeiska ERV will pay for costs incurred for repatriation of the remains. Europeiska ERV will also pay supplementary costs for a co-insured's return journey to the home country.

In the event of death in a Nordic country or Schengen country, instead of repatriation of the remains of the deceased, compensation may be paid for costs for burial in the country the insured is visiting, however, at a maximum  $\in$  3,000.

### **B.7 Security directives**

- Claims for compensation must be substantiated by means of a medical certificate, in the original, issued by a legally licensed, impartial doctor in a Nordic country or Schengen country.
- If costs for medical care and treatment excluding costs for emergency medical care are estimated to exceed €1,000, such costs are subject to pre-approval by Europeiska ERV Alarm alternatively, by Europeiska ERV, before commencement of treatment. Original receipts for actual costs must be provided.
- The necessity for the premature return journey to your home country according to B.5, as well as the means of transport, require pre-approval of Europeiska ERV or our assistance company.
- In case of accidental injury to teeth recommendations for therapy and cost estimates for dental treatment must be approved by Europeiska ERV or our assistance company before treatment commences.
- Repatriation, alternatively burial in a Nordic country or Schengen country, requires pre-approval from Europeiska ERV or our assistance company.
- The insured may not use drugs, alcohol or other intoxicants in a manner that exposes him/her to the risk of injury.

If the insured does not comply with the directives stated in B.7, this may result in a partial or total reduction in the amount of compensation.

#### B.8 Common limitations and exclusions for items B.1 - B.6

- Compensation is payable only for such costs that were necessary and reasonable.
- Unless otherwise agreed with Europeiska ERV compensation is not payable for injuries that the insured suffers while participating in sports, athletics, adventure, expeditionlike or other similarly hazardous activities that are not to be considered as exercise and leisure activities in normal scope and intensity.
- In the event of an accident during a flight, compensation is payable only if the insured has been a passenger in an aircraft which flies under a national symbol, in regular or charter traffic. Passengers are considered to be only such persons on board the aircraft who do not have, or who do not perform, a function or task connected with the flight.

In the event of acute sickness or an accident compensation is not payable for:

- expenses for scheduled surgery and treatments, other scheduled medical care and any complications thereof.
- expenses for private surgery and/or medical treatment connected therewith
- expenses for private medical that have not been pre-approved in advance by Europeiska ERV
- for expenses, if the insured have been advised by a doctor to not begin his/her journey
- expenses for visits at/travels to public bath or spa establishment, and travel connected therewith
- expenses incurred by vessel or aircraft because it was necessary to change the itinerary/ flight plan, by reason of your accidental injury or sickness
- direct or indirect costs arising in connection with pregnancy or birth from the 37th week of pregnancy (37+0), medically foreseeable assistance during delivery and any complications thereof, for instance planned Caesarean section, labor induction, epidural, etc. However, the insurance covers unexpected illness or complications for the mother/fetus under or as a consequence of pregnancy or birth. Treatment of a child born prematurely, i.e. before the 37th week of pregnancy is also covered by the insurance.
- expenses for preventive health care measures, vaccinations and health checkups.
- eye examination

- dental treatment that is not due to accidental injury
- expenses for transport to the home country, or other transport costs stemming exclusively from your anxiety/fear of risk of exposure to infection
- expenses caused by the suicide or attempted suicide
- expenses that can be compensated from other sources in accordance with the law, statutes, conventions or claim for damages
- expenses that have been reimbursed by another insurance.

## **COMMON TERMS AND CONDITIONS**

## C.1 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, warlike events, civil war, revolution or insurrection, or due to natural disaster, intervention by authorities, strikes, lockout, blockade or similar events.

## **C.2 Reduction of the amount of compensation** C. 2.1 Causing an insured event

If the insured 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, the insured has brought about the occurrence of an insurance incident or aggravated 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 will apply if it otherwise must be assumed that the insured 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 insured event applies.

### C.2.2 Security directive

If, when the insurance incident occurred, the insured 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 the insured is concerned, according to what is deemed reasonable in consideration of the connection between the insured's non-compliance and the incident that has occurred, the degree of intent or negligence involved and the surrounding circumstances.

#### C.2.3 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.

## C.3 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.

## C.4 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 insu-rance 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.

#### C.5 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.

## C.6 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.

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.

## C.7 Other legislation

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

## C.8 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.

## C.9 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.

## **RULES GOVERNING CLAIMS HANDLING**

In the event of the occurrence of an accident or sickness, notification shall be made without delay. You should immediately consult a legally licensed, impartial doctor and should subsequently comply with the doctor's instructions Europeiska ERV such information, original certificates and receipts as may be requested by Europeiska ERV, and shall undergo a medical examination by a doctor assigned by Europeiska ERV. The costs for such medical examination will be borne by Europeiska ERV.

Claims for damages shall be sent to: Europeiska ERV P.O Box 1 172 13 Sundbyberg, Sweden.

Visiting address: Löfström Allé 6 A, Sundbyberg, Telephone:

+ 46 (0) 770-456 900, www.erv.se

If youneedhelp with the claim form, contact; Europeiska ERV: privatskador@erv.se. NOTE! Always refer to your insurance policy or travel document.

## Immediate assistance around the clock.

In the event of serious accidents or sickness, contact Europeiska ERV/Europeiska ERV Alarm; phone; +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

## 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

## 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 bodilyinjuries in the area of liability insurance and other insurance that does not constitutetraffic 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 relatingto insurance. Such reviews are free of charge. Address: Box 174, 101 23 Stockholm, Sweden Telephone: +46 8 508 860 00

# Court of law

### Public court

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 meansteste contribution to litigation costs, or
- legal expenses coverage.