

Insurance Terms and Conditions Backup Extended

Valid from January 1, 2016

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This is a translation from Swedish to English of the insurance terms and conditions "Försäkringsvillkor Back Up Extended, gällande fr.o.m. 1 januari 2016." In the event of a dispute regarding the content and/or interpretation of these terms and conditions, the original Swedish wording shall always prevail.

Important information - please read before travelling

For this insurance, stated under the relevant items - certain safety directives, standards of care, exceptions and limitations apply. We want you to be aware of them before you travel. If you do not comply with the directives, this can lead to the compensation being reduced or not being paid at all.

DEFINITION OF TERMS

The terms and conditions contain certain terms and expressions about which you can read more here:

Accidental injury refers to a physical injury involuntarily befalling you as a result of a sudden external event, i.e. external violence against the body. Physical injury suffered as a result of frostbite, heatstroke or sunstroke is regarded as equivalent to accidental injury. The day on which such an injury becomes apparent is regarded as the date of the accident.

Close relative refers to spouse/partner/registered partner, children, stepchildren, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a person who is registered at the same address as the insured. The parents and siblings of partners and registered partners, in these terms and conditions, are to be placed on a par with parents-in-law, brother-in-law and sister-in-law.

Doctor, unless otherwise stated in these terms and conditions, refers to the doctor providing treatment at the destination, who must be certified and impartial.

Documents of value refers to shares, bonds, bank books, promissory notes, etc.

Luggage is private property, as well as property that you have rented or borrowed, that is taken on the trip for your personal use.

Luggage is divided into:

- Travel tickets
- Travel documents (passport, driver's license, ski lift card and green fee vouchers)
- Valuable/theft-prone property
- Other private property

Natural disaster refers to a significant natural event at or in the immediate vicinity of the destination where the traveller is staying, and which is classed by the local authorities as a disaster which requires extraordinary measures.

Partner refers to a person with whom the insured is cohabiting under conditions resembling marriage and who is registered at the same address. To be regarded as partner, neither of the parties may be married or in a registered partnership with someone other than the person with which the insured cohabits.

Theft-prone property consists of the items listed below if the value of the individual object with possible accessories exceeds SEK 1,000: items consisting entirely or in part of precious metals, real pearls, precious stones, antiques, works of art, hand-woven rugs, watches, furs and fur coats, devices/equipment/instruments (also accessories and software for such items) for the production, storage, processing, transmission and reproduction of sound, text, figures or images, musical instruments and weapons.

Travel day refers to each day started. A day is taken to be from 00.00 hours to 24.00 hours.

Traveller refers to the person who has purchased Backup and who is covered by these terms and conditions.

Travelling companion refers to someone who together with the traveller ordered the trip and purchased Backup Insurance.

A. SECURITY DIRECTIVES, STANDARDS OF CARE, DEFINITIONS AND GENERAL INFORMATION ON THE INSURANCE

A.1 For whom the insurance applies

The insurance can be taken out by persons who are permanently resident in Sweden. Unless otherwise agreed with Europeiska ERV, the insurance only covers individuals who are listed on the insurance policy and that are under the age of 45 at the outward journey. The traveller must furthermore be registered in a Nordic social insurance agency at the time when the insurance is taken out.

What is stated about Sweden, applies also to each of the Nordic countries, if the traveller is residing there.

A.2 Where the insurance applies

The geographical scope of the validity of the insurance is set out in the insurance documentation. However, the insurance does not apply when travelling to an area which is classified as a war zone according to ERV Europeiska's risk list. *Read more on www.erv.se.*

A.3 When the insurance applies

The period of validity of the insurance is set out in the insurance documentation. The premium must be paid in order for the insurance to be valid.

If the first 45 days of your trip are covered by travel protection which is part of your home insurance, the present insurance can be taken out starting from the 46th day of your trip.

The insurance can be taken for travel that lasts up to 12 months, unless otherwise agreed with Europeiska ERV.

The insurance begins to apply no earlier than when you leave home or the corresponding place in a Nordic country and ends upon your return to one of these places.

The insurance is not extended automatically. **If you need to extend your insurance, you do this by taking out new insurance that begins to apply on the day after the previous insured period expires.**

You cannot take out the Backup insurance policy if you are already travelling and are uninsured.

If you are unable to return to your home location within the insurance period due to illness or accidental injury or some other unforeseen event, the period of validity is extended by such period as it reasonably takes you to arrange new insurance, up to 10 days.

A.4 Excess

The insurance applies with an excess of SEK 1,500 per claim. Legal expenses coverage applies with an excess of 20% of the costs, with a minimum of SEK 1,500.

B. ILLNESS AND ACCIDENTAL INJURY

B.1 When can you use your insurance?

- If you require care if you become acutely ill or suffer accidental injury during your trip.
- If you suffer acute dental problems.

B.2 What should you do?

- Find a doctor/hospital/dentist as soon as possible. In the first instance public health care, if this is available. Contact Euro Center if you need help finding an appropriate care provider. We require only that you contact Euro Center, Euro-Center Assistance or Europeiska ERV if the medical costs are expected to exceed SEK 10,000. If it does not, then you simply need to keep the receipts and certificates and then make a claim. Bear in mind that the insurance includes an excess, so compensation is not paid for costs that are less than the excess.
- The first visit to the doctor/dentist must be made during the ongoing trip.
- If, due to medical reasons, you need to discontinue your trip or extend your stay, contact Euro-Center Assistance for our authorisation in advance.
- You must contact Euro-Center Assistance in an emergency situation. You will find the telephone number at the end of these terms and conditions or on our website.
- Keep your receipts and certificates.

B.3 Safety directives

- The insured may not use drugs, alcohol or other intoxicants in a manner that exposes him/her to the risk of acute illness or accident, which may result that the compensation is reduced or completely withdrawn.

B.4 What can you receive compensation for?

- Necessary and reasonable costs for medical care, prescription medications and treatment prescribed by a doctor. Compensation is provided for emergency healthcare costs for up to 60 days from the first visit to a doctor in the event of illness and for up to 3 years from the accident in the event of accidental injury.

- temporary dental treatment at the destination in the event of emergency dental problems – a maximum of SEK 5,000.
- Local travel costs for care/treatment. For travel with own car, compensation is paid at a rate of SEK 1.80 per kilometre.
- Additional costs for repatriation.
- Compensation is also paid for additional costs for a co-insured travelling companion.
- Additional costs for repatriation in the event of death or for burial in the location.
- Additional costs for food, accommodation and journey home in the event of an extended stay as a result of illness/accidental injury, for up to 60 days.
- Treatment and aids prescribed by the treating doctor to heal the injury/illness.
- Additional costs for travel, food and accommodation for two close relatives in the event of death or life-threatening condition, for up to 60 days.

B.5 What can you not receive compensation for?

- Preventive health care/dental care.
- Planned operations or sessions of treatment and any complications that these cause.
- Treatment or medications for a medical condition that you already had before the insurance began to apply. If you unexpectedly suffer an acute deterioration, we will pay compensation for the medical care you receive until the condition stabilises.
- If you are injured while participating in sport, athletic pursuits, adventure activities, an expedition or other similar hazardous activity that is not deemed to be an exercise or leisure activity within the normal sense and intensity. More detailed information about what we mean by hazardous activities is available on our website www.erv.se.
- Additional costs for private care if medically acceptable public care is available.
- Costs associated with pregnancy after the 28th week of the pregnancy.
- Costs that arise because a ship or an aeroplane must alter its planned route due to the insured's injury or acute illness.

B.6 Maximum amount of compensation

- Necessary and reasonable costs for health care, repatriation, and a relative's travel, food and accommodation.
- Up to SEK 5,000 for emergency dental care.
- Up to SEK 25,000 for burial at the location.

C. EVENTS AT HOME

C.1 When can you use your insurance?

If you must immediately discontinue your trip and travel home owing to the fact that

- one of your close relatives in Sweden suffers life-threatening illness, injury or death suddenly and unexpectedly.
- your private residence in Sweden suffers significant damage as a result of a sudden or unforeseen event.

C.2 What should you do?

The event must be verifiable by means of a doctor's certificate or report to the police. Contact Europeiska ERV or Euro-Center Assistance before your journey home begins in order to obtain our authorisation.

C.3 What can you receive compensation for?

Reasonable costs for travelling home to Sweden. The journey home must start at least 48 hours before the originally planned and booked journey home.

C.4 What can you not receive compensation for?

The insurance does not pay compensation for costs for resuming the discontinued trip.

C.5 Maximum amount of compensation

The maximum amount of compensation is SEK 25,000.

D. CRISIS THERAPY

D.1 When can you use your insurance?

If during your trip you are directly affected by a break-in, robbery, assault, natural disaster, act of terror or rape that leads to you requiring crisis therapy from a certified psychologist.

D.2 What should you do?

Contact Europeiska ERV or Euro-Center Assistance before your crisis therapy begins in order to obtain our authorisation.

D.3 What can you not receive compensation for?

Compensation is not paid for crisis therapy for injury caused by a co-insured co-traveller or close relative.

D.4 Maximum amount of compensation

The maximum amount of compensation is SEK 10,000.

E. ADDITIONAL COSTS IN THE EVENT OF NATURAL DISASTER

E.1 When can you use your insurance?

If, due to a natural disaster, you find yourself in a sudden and unforeseen emergency situation and there is immediate danger to life and limb.

E.2 What can you receive compensation for?

Necessary and reasonable additional costs for travel to a safer place and changed accommodation.

E.3 What should you do?

The event must be reported immediately to Europeiska ERV or our assistance company Euro-Center Assistance and the cost must always be authorised by Euro-Center Assistance or Europeiska ERV in advance.

E.4 What can you not receive compensation for?

- Compensation is not payable when help can be obtained from another source, for example through a travel agent, travel provider or public authority.
- Anxiety or fear alone are not sufficient grounds for compensation. Europeiska ERV follows recommendations from the Swedish Ministry of Foreign Affairs or local authorities.

E.5 Maximum amount of compensation

The maximum amount of compensation is SEK 10,000.

F. LUGGAGE COVERAGE

F.1 When can you use your insurance?

The insurance applies in the event of damage to or loss of luggage that you take on your trip and is lost or damaged through theft, vandalism, transportation, traffic accident, fire, leakage or natural disaster. Luggage is private property, as well as property that you have rented or borrowed, that is taken on the trip for your personal use.

F.2 What should you do?

- Report the loss/theft to the police, airline or an authority at the destination. You must be able to verify the events with the originals of relevant documents.
- In the event of loss you must be able to provide a receipt, warranty card or suchlike to verify that you are the owner of the property and the value of the property.
- All costs must be verified by original receipts.
- You must, in the first instance, request compensation from the transport company if your luggage has been damaged in transit.
- Damaged objects are to be kept so that Europeiska can request the object for inspection.

F.3 What can you receive compensation for?

- Travel tickets.
- Travel documents (passport, driver's license, ski lift card and green fee vouchers).
- Other private property.

F.4 What can you not receive compensation for?

The insurance does not cover the following property:

- Money.
- Goods intended for sale or processing.
- Building or property fittings such as fridge/freezer, washing/drying machine and similar appliances.
- Documents of value.
- Animals.
- Motorised vehicle, boat, scooter, paraglider, wind glider or similar craft. Nor does the insurance apply for parts or equipment for vehicles and crafts.

Compensation is not paid for:

- Superficial damage, such as dents, scratches or suchlike that have no significant effect on usability.
- Travel documents or theft-prone property that
 - are left unattended in motorised vehicles.
 - are handed in for transit or checked in or taken care of by another party, away from the insured's supervision.

F.5 Property is valued and compensated as follows

Compensation is paid for direct financial loss, equivalent to the replacement price directly before the insured event. Among other things, this means that when property is damaged or lost, the compensation is affected by the object's age, wear, modernity and usability.

The following, for instance, do not count as direct financial loss:

- Sentimental value.
- Loss of earnings.
- The value of your own work spent on photographs, film, tape recordings, computer programs, models or suchlike or the value of your own work spent after the claim event.
- Losses that may be incurred as a consequence of using bank/credit cards, telephone/SIM cards or similar, checks, bills of exchange and the use of accounts, irrespective of whether this can be considered to have occurred legally or illegally.

F.5.1 Valuation rules

Types of property	Compensation is paid for
<ul style="list-style-type: none"> • Books, antiques, works of art, hand-woven rugs, collections or objects with collector's value • Theft-prone property (e.g. laptop, tablets and camera.) 	The cost of buying, in the open market, property of equal value, of the same kind and in the state in which the damaged property was at the time of the claim event = Market Value.
<ul style="list-style-type: none"> • Photographs, film, disks, tape recordings and hobby work 	The cost of replacing the raw materials.
<ul style="list-style-type: none"> • Other property (e.g. clothes, bags, etc.) 	On condition that the property is not older than two years, it is classified as new and compensation is paid at what it would cost in the open market to buy new property of equal value = New Value. If the replacement purchase is not made within six months, compensation is paid at 70% of what it would have cost to purchase new property of equal value = New Value. If the object is older than two years, depreciation of 20% per year calculated from the year it was purchased is applied. The deduction never exceeds 80% if the property was in working order at the time of the claim event.
<ul style="list-style-type: none"> • Glasses 	For glasses, no deduction is made for the first two years. Starting from and including year three, depreciation is made at 20% per year. However, the depreciation never exceeds 80% of the purchase price of the glasses.
<ul style="list-style-type: none"> • Consumables, such as toiletries, perfumes, aftershave and similar 	50% of the cost of purchasing new property of equal value.

F.5.2. Compensation rules

Depending on the circumstances in the individual case, compensation may be paid in the form of cash, in accordance with the rules for valuation above for new or second-hand property or the repair costs. Europeiska ERV decides the form of compensation as well as where any purchase or repair shall take place.

Property for which Europeiska ERV has provided compensation belongs to Europeiska ERV.

If the object for which compensation has been provided is found, the insured shall immediately submit to Europeiska ERV or repay the compensation awarded.

F.6 Maximum amount of compensation

The maximum amount of compensation is for:

- travel tickets, SEK 20,000
- travel documents (passport, driver's license, ski lift card and green fee vouchers), SEK 10,000
- other private property, SEK 10,000.

F.7 Duty of care and consequences if this is not complied with

- In order to obtain full compensation and avoid the possibility of the compensation being reduced, you must be prudent with your property and not expose it unnecessarily to the risk of damage. E.g. doors and windows must be closed and locked when you leave a temporary residence or a means of transport.
- Always have your property under direct supervision and do not leave it unattended even for a short period. Be particularly vigilant with money and valuable/theft-prone property. E.g. money, travel documents and theft-prone property must be locked inside a safe, suitcase, cupboard, drawer, or suchlike when you leave the temporary dwelling.

F.8 Limitations

- Maximum compensation for property brought on or purchased during the trip as a gift is SEK 3,000.
- Maximum compensation for mobile telephones and sunglasses is SEK 1,000 per loss.
- Maximum compensation for skis and snowboards is SEK 3,000 per loss.
- Compensation for purchased and recorded CD discs and DVD disc/films is at the corresponding current value, although only up to SEK 90 per disk and up to a maximum of 10 discs/films per loss.

G. LIABILITY

G.1 When can you use your insurance?

Compensation is paid when someone requires the insured as a private individual to pay damages for personal injury or property damage that the insured has caused to another person during the trip.

Compensation is paid in the event of personal injury and property damage, as well as financial damage that is a direct consequence of personal injury and property damage that provide grounds for compensation.

G.2 Europeiska ERV's undertaking

If compensation is demanded from the insured for a claim that may be covered by the insurance, Europeiska ERV undertakes on behalf of the insured to:

- investigate whether there is a liability to pay damages.
- negotiate with the party demanding damages.
- represent the insured in legal or arbitration proceedings and in that connection pay court costs and arbitration expenses that the insured incurs or is instructed to pay and which cannot be obtained from the opposing or another party.
- pay the damages that the insured is liable to pay pursuant to the current damages law.

G.3 Maximum amount of compensation

The maximum amount of compensation for each claim is SEK 2,000,000.

The compensation amount constitutes an upper limit for compensation for each claim event, even if more than one of the insured persons are liable for damages.

If several claims have arisen at the same time and from the same cause, this is considered as one claim.

If the insured is liable for damages for personal injury in respect of an individual who is domiciled in Sweden, the compensation amount is limited to reasonable compensation for personal injury according to Swedish law.

G.4 Safety directives

G.4.1 Notification of damages

Damages that can result in compensation claims against Europeiska ERV must be reported to Europeiska ERV as soon as possible.

Where a claim for damages has been presented to the insured, the demand for compensation shall be presented to Europeiska ERV immediately thereafter.

G.4.2 Duty to provide information

It is the insured's duty to provide Europeiska ERV, without delay, with documents and other information that may be of importance for settling the claim. If the insured, with fraudulent intent, withholds or conceals anything of importance for the assessment of the claim, this insurance is not valid.

G.4.3 Salvage measures

The insured shall, to the best of his or her abilities, take actions to avert damage that can be feared to be imminent or to limit damage that has already occurred. Among other things, this means that:

- it is the insured's duty to limit the effects of events that can lead to liability for damages.
- the insured shall assist in preserving any right to recovery against a third party.
- the Safety Directives set out by Europeiska ERV must be complied with.

G.4.4 Summons and representative

If the insured is summoned to appear in court or it comes to his or her knowledge that this will happen, this shall be reported immediately, whereon Europeiska ERV will appoint a representative.

If the insured does not observe these duties, a judgement on liability to pay damages cannot be referred to Europeiska ERV. Compensation for legal costs or arbitration costs will not be paid.

G.4.5 Amicable settlement

If the insured, without Europeiska ERV's consent, admits liability for damages, approves a claim for damages, or pays compensation, Europeiska ERV is released from responsibility, unless the demand was clearly legally based.

The insured – if Europeiska ERV so wishes – is obliged to assist in reaching an amicable settlement with the party who suffered the injury/damage.

If Europeiska ERV has declared itself willing to reach an amicable settlement with the party claiming damages, Europeiska ERV is released from the obligation to stand for costs and damages that are incurred thereafter or to undertake further investigation.

G.4.6 Penalty interest

Europeiska ERV does not pay the interest that is due to the insured's delay in completing what he or she is obliged to do according to these Safety Directives.

G.5 Exclusions

The personal liability coverage is not valid for:

- pure financial losses, i.e. financial loss that has been incurred without associated personal injury or property damage.
- damage/injury for which the insured has assumed liability over and above the current damages laws.
- damage/injury that the insured has caused to a close relative.
- damage/injury caused by the insured to someone else who is covered by this insurance.
- damage to property that the insured has rented, leased, borrowed, processed, repaired or in some other way has had more than casual dealings with.
Note: However, damage that the insured causes to hotel rooms or other rented dwelling as well as the effects therein is indemnified, on the condition that this cannot be indemnified by another insurance company. Compensation is never paid for damage arising due to wear and tear, neglect, gross negligence or due to intentional action.
- damage for which the insured may be held liable as the owner of real estate or an apartment or as the holder of leasehold.
- damage for which the insured may be held liable as the owner, user or driver of a
a) motorised vehicle when the damage occurred as a consequence of traffic involving the vehicle.
Note: This exclusion does not refer to electrically powered wheelchairs.
b) a steam, motor, or sailing boat, water scooter, hovercraft or hydro copter.
Note: The insurance shall cover personal injury, however, if the vessel is fitted with an outboard motor of at most 10 HP (7.36 kW) or with a sail area of at most 10m².
c) an aircraft, balloon, paraglider, wind glider, hang glider or similar craft.
- damage/injury that has arisen in connection with the insured committing a wilful act that can lead to imprisonment under current legislation.
- damage/injury that the insured has caused in connection with the performance of his or her profession or occupation or other gainful activities.
- such nuclear damage/injury for which the insured may be held liable according to the Swedish Nuclear Liability Act or equivalent foreign legislation.
- damage/injury which, directly or indirectly, occurs or the extent of which is caused by or is linked with war, war-like events, civil war, revolution insurrection or rioting.
- costs that arise because a ship or an aeroplane must alter its planned route due to the insured's claim event.

H. LEGAL EXPENSES COVERAGE

H.1 When can you use your insurance?

If as a private person you find yourself in a dispute due to something that happened during your trip. Compensation is paid for necessary and reasonable representation and court costs as a consequence of disputes, for which the insured cannot obtain payment from public funds or from the opposing party.

Legal expenses coverage applies for disputes that occur during your trip.

The insurance applies for the insured as a private person.

H.1.1 In the event of dispute without court proceedings

- Compensation is paid for the insured's own costs for representation in the event of a dispute which can be tried at the district court or equivalent court/panel or which, after trial in such a court, can be tried by the appeal court or the Swedish Supreme Court or equivalent court(s) abroad.
- The insurance also applies for disputes handled through arbitration procedures.

H.1.2 In the event of dispute with court proceedings

- Compensation is paid for legal costs in disputes – both the insured's own costs and such costs he/she may be instructed to pay after the dispute has been tried at one of the courts stated above.
- Compensation is also paid for legal costs that are incurred in the event of a settlement during legal proceedings, which the insured has undertaken to pay the opposing party, on the condition that it is evident that the court would have instructed the insured to pay legal costs amounting to a greater sum if the dispute had been tried.

H.1.3 The following costs are indemnified

Compensation is paid for the costs listed below, if the insured cannot secure their payment by the opposing party or the state. One of the implications of this is that Europeiska ERV does not pay if the insured relinquishes, in or out of court, his/her possibilities of receiving indemnification from the opposing party.

Compensation is paid for:

- representative's fee and costs. A fee is paid for reasonable time taken.
- investigating costs prior to the legal action, provided that the report has been commissioned by the insured's representative.
- legal costs that the insured has been ordered to pay the opposing party or the state after the dispute has been tried by a court or arbitrator.
- legal costs which the insured has undertaken to pay the opposing party in connection with mediation during legal proceedings, on the condition that it is evident that the court would have instructed the insured to pay legal costs, amounting to a greater sum if the dispute had been tried.
- costs for arguing the case in court and in arbitration proceedings.
- handling costs in court.
Note: Where Europeiska ERV has paid compensation according to the above, Europeiska ERV takes over the insured's right to demand compensation from the opposing party, government agency or other. The insured shall assist in preserving any right to recovery.

H.2 Maximum amount of compensation

The maximum amount of compensation for each claim/dispute is SEK 100,000.

If several disputes arise, these shall count as one dispute if the disputes are based on essentially the same event or circumstances.

A single dispute is deemed to exist if you, and any other insured party, represent the same side of a dispute.

H.3 Safety directives

- If the insured does not engage a representative according to H.5 below, the insurance does not apply.

In the case of a dispute that can be assumed to be tried according to chapter 1 § 3d first paragraph of the Code of Judicial Procedure (known as small claims), however, it is not necessary to engage a representative.

H.4 Exclusions

Europeiska ERV does not compensate costs associated with criminal cases, or costs for disputes that can be heard only by administrative courts.

H.4.1 Excluded disputes

The insurance is not valid for disputes:

- that are connected with employment or the performance of a profession, occupation or other gainful activities
- that concern family law.
- that concern financial measures that are of an unusual nature or extent for a private individual.
- that concern the provision of surety.
- that concern claims or demands that have been transferred to the insured.
- that concern the insured in his/her capacity as owner, user or driver of a motorised vehicle, caravan or other towed vehicles, aircraft, motor boat, sailing boat or water scooter.
Note: However, the legal protection does apply for the insured in his/her capacity as driver or user of a motorised vehicle, caravan or other towed vehicles, motor boat or sailing boat that the insured temporarily rents or borrows outside the Nordic countries.
- that concerns damages or another claim due to a deed performed by the insured that has given rise to suspicion or indictment for a crime that requires intent in order for it to be a punishable offence.
- if the insured cannot show that, he/she has a legitimate interest in having his/her case heard.

H.4.2 Excluded costs

The insurance does not pay compensation for:

- own work, lost earnings, travel and subsistence or other costs for the insured.
- execution of judgement, ruling or agreement.
- additional costs arising if the insured engages several representatives or changes representative.
- costs for arbitrators.
If the insured is adjudged compensation in the form of damages that also cover the barrister fees, Europeiska ERV does not indemnify these costs.

H.5 Choice of representative

In order for compensation to be paid, the insured must engage a representative who is appropriate with consideration to the insured's domicile, the location where the dispute will be tried as well as the nature and extent of the dispute and

a) who is a member of a national Bar Association (barrister) or another lawyer who is employed by a barrister or a public lawyer's office, or
b) who has been appointed as counsel according to the Legal Aid Act in the dispute, or
c) who can show that, at some time during the last three years, he/she has been appointed as counsel according to the Legal Aid Act in a dispute of similar nature and is still appropriate as such counsel, or
d) in another way has shown that he/she is specifically suitable for the commission. In Sweden, the assessment of the representative's suitability according to point c) or d) is done by the Swedish Insurance Federation's Legal Protection Board. The insured and Europeiska ERV have the right to ask the Swedish Bar Association, or equivalent foreign association, to arbitrate with respect to reasonableness of the barrister's fee and costs.

A condition for the insured to be permitted to engage a representative according to c) and d) is that the representative has undertaken, in the event of dispute, to accept the legal protection board's assessment of his/her fee and other costs in the case.

In a dispute that is handled abroad, the representative must be approved by Europeiska ERV.

H.6 Excess

Legal expenses coverage applies with an excess of 20% of the costs, with a minimum of SEK 1,500.

I. GENERAL CONDITIONS

I.1 Rescue obligation

When an insurance claim arises or one is expected to be imminent, you must, to the best of your ability, take measures to prevent or reduce the loss. If another party is liable to pay compensation for the damage, you must take action to safeguard any right Europeiska ERV may have against that party.

If you have intentionally disregarded your obligations under the first paragraph, the compensation payable to you may be reduced in accordance with what is reasonable, taking account of your circumstances and circumstances in general. The same applies if you have disregarded your obligations through gross negligence or with knowledge that this involved a significant risk that a loss would occur.

I.2 Actions to be taken in the event of a claim

If damage/injury occurs, you must fulfil the requirements placed on you under the appropriate section of the terms and conditions. You must, in addition:

- notify Europeiska ERV of the event as soon as possible;
- submit a detailed claim for compensation and provide the information and documents which Europeiska ERV needs to deal with the matter, e.g. original purchase receipts, doctor's certificate from a qualified and impartial doctor or authorisation for extracts to be taken from the medical casebooks;
- inform Europeiska ERV if there is any other insurance policy or equivalent protection which covers the same event.

However, you are not entitled to compensation that is higher than the actual injury or damage.

If you do not fulfil your duties in accordance with the above, the compensation may be reduced.

I.3 Payment of compensation

Europeiska ERV will pay compensation no later than one month after the date on which you notified us of the event and submitted the information we need to handle the matter.

If you are entitled to a specific amount, Europeiska ERV will pay this as soon as possible. This amount will be deducted from the final compensation.

If, for any reason, payment is delayed for longer than one month, you will be entitled to interest on overdue payments in accordance with the Interest Act.

Interest is paid in accordance with the Swedish Central Bank's reference rate if the delay is due to a police investigation. Interest under these provisions will not be paid if it is less than SEK 100.

I.4 Force majeure

The policy does not cover losses which may arise if the investigation of the claim, repair measures or payment of compensation is delayed due to war, warlike events, civil war, revolution or insurrection or as a result of natural disaster, actions by the authorities, strike, lockout, blockade or similar event.

I.5 Reduction of compensation in the event of a claim

I.5.1 Causing an insured event

If you have intentionally caused an insured event, compensation will not be payable under the insurance policy in respect of you.

The same applies to the extent that you have intentionally made the consequences of an event you have insured against worse.

If, through gross negligence, you have caused an insured event or made its consequences worse, the compensation may be reduced in respect of you to a level that is reasonable taking account of your circumstances and the circumstances in general. The same applies if you are otherwise considered to have acted or failed to act in the knowledge that this would involve a significant risk of damage/injury 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.

I.5.2 Failure to comply with safety directive

If, in the event of an insured event, you have omitted to follow a directive included in the terms and conditions of the insurance or in a statute to which the terms and conditions refer, compensation may be reduced in respect of you in accordance with what is reasonable regarding how the matter relates to the claim event, the intent or negligence that existed and the circumstances in general.

I.5.3 When compensation may not be reduced

Compensation will not be reduced on grounds of:

1. minor negligence;
2. actions by a person who was seriously psychologically disturbed or who was under twelve years of age; or
3. actions which were intended to prevent injury to persons or damage to property in an emergency situation of such a nature that the action was justifiable.

I.6 Aviation accident

In the event of an accident during a flight, compensation is only paid if the insured was a passenger on an aircraft of designated nationality. Passengers are considered to be only such persons on board who do not have, or perform, a task related to the flight.

I.7 Supplier's guarantee

The insurance does not apply to damage/injury which the supplier or another party is responsible for in law, by guarantee or similar obligation. The insurance does, however, apply if you can show that the party which undertook the obligation cannot fulfil it.

I.8 Damage/injury resulting from war

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.

I.9 Nuclear damage/injuries

Compensation is not payable for damage/injury where the damage/injury was directly or indirectly caused by a nuclear process (nuclear reaction, e.g. nuclear fission, nuclear fusion or radioactive decay).

I.10 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.

I.11 General exclusions

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.

I.12 Double insurance

If the same risk has been insured with multiple insurance companies, each of those insurance companies is liable to you as if that company were the sole insurance provider. However, the insured is not entitled to higher compensation in total from the companies than is equivalent to the injury or damage. If the total of the liability amounts exceeds the damage or injury, the liability is divided between the insurance companies in proportion to the amount of their liability.

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.

I.13 Right of recourse

Europeiska ERV assumes your right to claim damages resulting from a claim event insofar as such claim event is covered by the insurance and has been indemnified by the company.

I.14 Other legislation

In general, the appropriate parts of the Insurance Contract Act apply.

CLAIMS

At the destination

If something happens while traveling, ERV can often help you on the spot via Europeiska ERVs service Euro-Center. In the event of accident of illness abroad please contact Europeiska ERVs assistance company Euro-Center Assistance Telephone +46-770 456 920

You can also report a claim directly on www.erv.se via our service Claims Online.

After homecoming

Report your claim on www.erv.se via our service Claims Online. The claim form can also be ordered through our service on voice mail +46 (0) 770-45 69 00. In the folder enclosed with the form for the claim specifies the documents to be submitted with your application to us. Fill in all personal data and describe in detail what has happened and what claim of compensation you have.

Don't forget to sign the form and mail it to:

Europeiska ERV P.O Box 1, 172 13 Sundbyberg, Sweden.
Visiting address: Lövström Avenue 6 A, Sundbyberg,
Telephone: +46 (0) 770-456 900, Fax: +46 (0) 8-20 14 84 www.erv.se

If you need help with the claim form, contact the Europeiska ERV: privatskador@erv.se.

NOTE! Always refer to your insurance policy or travel document.

The Swedish Personal Data Act (1998:204), ("PuL")

The personal data that Europeiska ERV collects about you when taking out our insurance and in connection with our settlement of claims are necessary to permit us to administrate the insurance and to perform our contractual commitments, and in all other respects to satisfy your wishes as a customer. We also have a degree of obligation to provide authorities with information.

This means that we must provide the information that the authorities request. As a customer, you have the right to submit a written request, once a year and without any cost, asking for information regarding those particulars that Europeiska ERV has registered concerning yourself and how these are used. You may also notify Europeiska ERV in writing that you do not want any information concerning your person to be processed for direct marketing purposes.

Such written request should be sent to the following address: Europeiska ERV, Personuppgiftsombudet, Box 1, SE-172 13 Sundbyberg, Sweden.
Requests for amendment of personal details can be sent to the same address.

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.

If you are not satisfied with our claim settlement

At Europeiska ERV, we want to provide you with personal service and good personal contact. If you should have a claim, we want your claim to receive fast treatment and for you to receive the compensation to which you are entitled according to the conditions.

If you are not satisfied with our claim settlement, your claim can be re-examined. Talk to the claims adjuster again. It may be that there has been a misunderstanding or new circumstances have come to light which may affect the case. If you are still not satisfied with the handling of your claim, you can request that your case is examined by Europeiska ERV's Customer Ombudsman.

Our customer service can help you with contact details above.
Telephone + 46 (0) 770-457 971 or visit www.erv.se.
Visiting address: Lövström Avenue 6 A, Sundbyberg,
Telephone: +46 (0) 770-456 900 Fax: +46 (0) 8-20 14 84

ADVICE AND REAPPRAISAL OUTSIDE EUROPEISKA ERV

VARIOUS INSURANCE BOARDS

The Personal Insurance Board

At the request of the insured, in his or her capacity as a consumer, the Board issues advisory opinions in disputes between policyholders and insurance companies in respect of medical, accident and life insurance.

Address: Box 24067 (Karlavägen 108), 104 50 Stockholm, Sweden
Telephone: +46 (0) 8-522 787 20

The Liability Insurance Personal Injury Board,

assesses claim settlement issues concerning compensation due to personal injury within personal liability insurance and other insurance that does not constitute traffic insurance.

Address: Box 24067 (Karlavägen 108), 104 50 Stockholm, Sweden
Telephone: +46 (0) 8-522 787 20

The National Board for Consumer Complaints

The Board reviews complaints from private individuals, including complaints regarding insurance matters. The proceedings are free of charge.

Address: Box 174, 101 23 Stockholm, Sweden
Telephone: + 46 (0) 8-555 017 00

Public court

Even if your case has been reviewed by any of the above-mentioned boards, you can apply to a court of law. Assistance with the costs of a court action may be available through:

- Legal Aid, who may contribute to your legal costs, depending on your income.
- Legal expenses insurance.

The Swedish Consumers' Insurance Bureau

The Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority and the Swedish Consumer Agency. The Bureau provides advice and help free of charge on a range of insurance matters to private individuals (consumers) and to certain businesses.

Address: Box 24215 (Karlavägen 108), 104 51 Stockholm, Sweden
Telephone +46 (0) 200-22 58 00