

## Terms and conditions Holiday Insurance

Valid from 1 January 2016

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ERV's operations are supervised by the Swedish Financial Supervisory Authority.

This is a translation from Swedish to English of the insurance conditions "Villkor för Europeiska ERVs Semesterförsäkring – gällande från och med 1 april 2015". 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 our Sales & Support on telephone 0770 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 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](http://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.

- If you purchase your Holiday Insurance on the same day it shall be valid, it only applies from the time when you paid for it. Europeiska ERV's responsibility only applies for events that occur during the validity period.
- The insurance comes into force once the trip has commenced, but not before 00:00 hours on the day specified on the insurance certificate or at the time evident from the circumstances. The Holiday Insurance ceases to apply once the trip has been concluded (provided that insurance has been taken out for the entire duration of the trip).
- The trip is considered to have started when you leave your home or equivalent and to be concluded when you return to one of those places.
- The insurance is not renewed or prolonged automatically.
- If, as a result of a compensable event, you are forced to remain at the destination longer than expected, you can prolong the period of validity of the Holiday Insurance. Contact Europeiska ERV to obtain an extension.
- However, the Holiday Insurance cannot be extended past 45 days from your date of departure. For any subsequent period, you must take out a separate travel insurance with more extensive coverage that protects you in case of illness, accident, transportation of the insured to the insured's home country etc.

## Excess

The Holiday Insurance applies without any excess.

## 1. MISSED DEPARTURE

### 1.1 This is what the Holiday Insurance covers

You will receive assistance in catching up with your journey

- if something sudden and unexpected happens on the way to the airport, e.g. a traffic accident, causing you to miss your pre-booked flight from the *Nordic countries* or from the point of departure of your homebound journey.
- if you miss a connecting flight in Europe on the outbound journey, due to e.g. technical fault, affecting the earlier connecting flight.
- if your flight is delayed when returning to the *Nordic countries* and you are therefore not on time for subsequent planned and booked connection on other public transportation.
- Compensation is provided for necessary and reasonable costs for new connection and accommodation.
- If it is not possible to catch up with your journey or you lose more than half of the planned travelling time, even if a new connection is arranged, Europeiska ERV will provide compensation equivalent to the price of the ruined trip.

### 1.2 The maximum compensation sum

- The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

### 1.3 However, bear in mind

- Contact Europeiska ERV or Euro-Center Assistance immediately before booking a new ticket.
- All additional costs must be verified by original receipts.
- You must be able to document the reason why you missed the flight, by original copy of a police report, garage/breakdown bill or certificate of delay from the train/bus company or airline, for example.
- The reason for being late must be a sudden event that occurred during the direct journey to catch the flight and you yourself must not have been able to anticipate or prevent the event.
- You must take into account any prevailing or expected weather or traffic conditions.
- You must plan the journey so that you set off early enough to be at the check-in desk at least 2 hours before planned departure or longer time, as specified in the carrier/organizer's written instructions. At the departure point for your homebound journey 3 hours before planned departure applies or if longer time, the number of hours specified in the carrier/organizer's written instructions.
- In the case of a missed connecting flight on the outbound journey, the journey must be booked with at least a 2 hour margin when changing flights in the *Nordic countries* and at least a 3 hour margin for changing flights elsewhere in Europe.

### 1.4 Exclusion

You don't receive compensation for

- Costs that can be refunded by the carrier or organizer

- In the event of a delay caused by bankruptcy or intervention by authorities
- For events that you already, before starting the journey, were or should have been aware of, e.g. weather conditions.

## 2. DELAY

### 2.1 Delayed arrival at the destination and delayed journey home

#### 2.1.1 This is what the Holiday Insurance covers

Compensation is provided if the *public transportation* you are travelling with is delayed so that you arrive more than 3 hours late to your destination or back to the departure point of your journey.

#### Compensation is provided as fixed amounts:

- If the delay exceeds 3 hours, compensation will be provided at a rate of SEK 200 per *traveller*.
- If the delay exceeds 12 hours, compensation will be provided with an additional SEK 500 per *traveller*.

If more than half of your total travel days are ruined, you are entitled to a new trip instead. The maximum compensation sum for a *new trip* is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 2.1.2 However, bear in mind

- The delay must be unforeseen.
- The delay must be confirmed by a certificate from the organizer, the carrier or a relevant authority.
- The *public transportation* must be booked and paid prior to departure.

#### 2.1.3 Exclusion

- If the delay is due to a strike, industrial action or lockout, the insurance must have been purchased before the dispute began or notice was given in order for compensation to be granted.
- Timetable changes announced prior to departure/journey home are not considered to be a delay under these terms and conditions.

### 2.2 Delayed luggage on outbound journey and journey home

#### 2.2.1 This is what the Holiday Insurance covers

Compensation is provided if your luggage is delayed by more than 3 hours after you have arrived to your destination or back to the departure point of your journey.

#### Compensation is provided as fixed amounts:

- If the luggage delay exceeds 3 hours, compensation of SEK 200 per delayed checked-in luggage will be provided
- If the luggage delay exceeds 12 hours, compensation of an additional SEK 500 per delayed checked-in luggage will be provided
- If the luggage delay on your outbound journey exceeds 24 hours, compensation of an additional SEK 500 per delayed checked-in luggage will be provided.

#### 2.2.2 However, bear in mind

The delay must be confirmed by a certificate from the organizer, the carrier or a relevant authority.

#### 2.2.3 Exclusion

- If the luggage delay is due to a strike, industrial action or lockout, the insurance must have been purchased before the dispute began or notice was given in order for compensation to be granted.

## 3. ILLNESS AND ACCIDENTAL INJURY

### 3.1 Medical costs during travel in the event of acute illness, acute dental problems or accidental injury

#### 3.1.1 This is what the Holiday Insurance covers

- Doctors', hospital and treatment costs, prescribed medication and necessary transport in connection with medical care.
- The costs for temporary treatment in the event of emergency dental problems or
- the excess cost to the insurance company of your home and content insurance if your claim has been reimbursed by the insurance company of your home and content insurance.

### 3.1.2 The maximum compensation sum

- The Holiday Insurance covers medical expenses and/or acute dental care up to SEK 1,500 per *traveller*.
- If your claim has been settled by the insurance company of home and content insurance, the Holiday Insurance reimburses the excess cost that you have paid to the insurance company of your home and content insurance. The excess cost is reimbursed up to SEK 1,500 per claim event.

### 3.1.3 However, bear in mind

- You must be able to confirm the events with an original certificate from a qualified and impartial *doctor* at the destination.
- All costs must be verified by original receipts.
- Before compensation is payable for the excess cost, your claim for damages must have been settled in accordance with the terms and conditions for the travel protection coverage in respective homeowner's/houseowner's/insurance.

### 3.1.4 Limitation

- Medical expenses or expenses for acute dental care exceeding SEK 1,500 are settled by the insurance company of your home and content insurance or the emergency-center that is associated to the insurance company of your home and content insurance.

## 3.2 Compensation per day or new trip

### 3.2.1 Compensation if you fall ill or suffer an accidental injury during your trip

- If you due to medical reasons are ordered by a *doctor* at the destination to completely refrain from the intended activity of your trip, e.g. sunbathing, swimming or excursion, you will receive compensation for the *travel days* that are lost.
- Compensation can also be paid if you, due to medical reasons and advised by a *doctor*, are forced to interrupt your trip and return home to Sweden.
- Compensation is paid in the form of *daily rates* based on the price of the trip, however with a maximum of SEK 400 per day.

### 3.2.2 Compensation for your travelling companion

- If you due to medical reasons and according to a care certificate from a doctor need care and supervision by your travelling companion, compensation is paid to one (1) travelling companion as carer.
- If the patient/injured party is under 12 years of age, compensation will be provided, even without a care certificate, to one (1) co-insured parent or, in the absence of such a party, another adult travelling companion.
- If you were admitted to hospital according to a medical certificate compensation is paid to one (1) travelling companion for the days you were admitted.
- If you, on the advice of a doctor are forced to interrupt the trip and return to Sweden, compensation will be provided to one (1) travelling companion or the entire family if they also have to interrupt their trip and return home to Sweden.
- The same terms apply in the event of the death of the insured party at the destination.
- Compensation will be provided in the form of daily rates based on the price of the trip, however with a maximum of SEK 400 per day.

### 3.2.3 New trip

- If, according to a medical certificate, you were admitted to hospital or prescribed bed rest/rest in your room for more than half of your total travel days, compensation may be provided for a new trip for you and one (1) travelling companion or the entire family.
- If more than half of your total travel days were lost due to that you, on the advice of a doctor, were forced to interrupt the trip and return to Sweden, compensation will be provided to one (1) travelling companion or the entire family if they also had to interrupt their trip and return home to Sweden.

### 3.2.4 Maximum compensation for 3.2

The maximum compensation sum for 3.2 is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

### 3.2.5 However, bear in mind

- You must immediately consult a doctor.
- The day of the first visit to the doctor counts as the first sick day.

- To enable compensation to be provided, a medical certificate must be enclosed with the claim form. The medical certificate must be issued by a qualified and impartial doctor providing treatment at the destination, showing diagnosis and confirming the number of full days for which you were ill, were prescribed rest in your hotel room or were unable to undertake your planned activity. If care/supervision by a travel companion due to medical reasons is required, a care certificate must show the total number of full days of care.
- If bed rest or rest in your room were prescribed, this must be shown on the medical certificate.
- If, for medical reasons, you were ordered by a doctor to interrupt your trip, this must be shown on the medical certificate.
- You must be able, in a satisfactory manner, to confirm what is/was the principal purpose of your trip by means of a certificate from your tour operator or similar.
- If several family members/jointly-insured travelling companions are affected by acute illness or accidental injury during the trip, the number of sick days will not be added up.
- In the case of sunburn injuries as a result of too intensive sun exposure, compensation will only be provided if a doctor, according to a medical certificate, ordered you to completely avoid being in the sun.
- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of accidental injury or acute illness. If the insured does not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

### 3.2.6 Limitations

- A new trip cannot be offered for trips that have already been paid for by Europeiska ERV.
- If you are entitled to compensation in the form of compensation per day or new trip according to another section in these terms and conditions you will not receive more than one (1) daily rate per lost travel day, maximum SEK 400 per day.

### 3.2.7 If the medical certificate contains no information on the number of sick days

Compensation can be provided to the patient/injured party as per the following number of *daily rates* as prepared in consultation with medical experts.

Diagnosis	Maximum of daily rates
Cold/upper respiratory tract infection with fever	3
Intestinal infection/stomach illness	2
Tonsillitis	5
Influenza	5
Sinusitis	3
Otitis with fever	3
Pneumonia	7
Sunburn injuries	3
Bronchitis	4
Urinary tract infection with fever	2
Lumbago/sciatica	3
Chicken pox	7
Inflammation of the eye	3
Tooth ache	2
Severe allergic reaction due to insect bite	3
Sprained foot/ankle	4

### 3.2.8 Exclusion

You will receive no compensation for ruined *travel days* or a *new trip*:

- If symptoms were shown or treatment was already required in the last 6 months prior to departure.
- For sexually-transmitted diseases.
- For planned operations and treatment and any subsequent complications.
- If compensation can be received from elsewhere by law, statute, convention or damages.
- If compensation has been received from other insurance or equivalent protection.

### 3.3 Refunding of unutilized activity costs

#### 3.3.1 This is what the Holiday Insurance covers

- If compensation has been provided as per 3.2.1, compensation will also be provided for any unutilized portion of prepaid non-sports related activity costs (e.g. course fees or excursion fees).

#### 3.3.2 Maximum compensation

Compensation will be provided at a maximum rate of SEK 10,000 per *traveller* and per event during the trip.

#### 3.3.3 However, bear in mind

- The activity costs must be verified by original receipts.

#### 3.3.4 Exclusion

You don't receive compensation for

- Compensation is not provided if payment has been refunded from other sources.

## 4. LUGGAGE - STOLEN, LOST OR DESTROYED

### 4.1 Luggage

#### 4.1.1 This is what the Holiday Insurance covers

- For property that you bring on your trip, the insurance will provide compensation if the property has been stolen, lost or damaged through burglary, robbery, theft, vandalism, traffic accident, fire, leakage or *natural disaster*.
- For other property than travel documents and money the insurance also provides compensation if the property is lost or damaged due to other sudden and unforeseen event or
- the excess cost to the insurance company of your home and content insurance if your claim has been reimbursed by the insurance company of your home and content insurance.

#### 4.1.2 Maximum compensation

- The Holiday Insurance will provide compensation for stolen, destroyed or lost luggage up to SEK 1,500 per *traveller*. Maximum compensation for money is however SEK 5,000 per family.
- Expenses exceeding SEK 1,500 are reimbursed by the insurance company of your home and contents insurance or by the emergency-center associated to the insurance company of your home and content insurance.
- In case that the claim has been settled by the insurance company of your home and content insurance, the Holiday Insurance reimburses the excess cost that you have paid to the insurance company of your home and content insurance. The excess cost is reimbursed up to SEK 1,500 per claims event.
- For travel documents compensation will be provided up to a maximum of SEK 10,000 per *traveller*.

Compensation is granted for direct financial loss. The compensation is affected by the object's age, wear and tear, modernity and usefulness.

#### 4.1.3 However, bear in mind

- In order to receive full compensation and to prevent the risk of it being reduced, you must take care with your property and not unnecessarily expose it to the risk of damage.
- Be particularly careful with money and valuable/ theft-prone property.
- Report the loss/theft to the police, airline or authority at the destination.
- You must be able to confirm the events with original certificates/reports
- All costs must be verified with original receipts.
- Before compensation is payable for the excess cost, your claim for damages must have been settled in accordance with the terms and conditions for the travel protection coverage in your homeowner's/ houseowner's/insurance.

#### 4.1.4 Exclusion

You don't receive compensation for

- Narcotics, motorized vehicles, valuable documents or animals.
- Losses that may arise as a result of use of debit/credit cards, cheques, bills of exchange and utilization of accounts.

### 4.2 Supplementary luggage cover

#### 4.2.1 This is what the Holiday Insurance covers

If you are affected by a *luggage* claim due to burglary, robbery, theft, vandalism, traffic accident, fire, leakage or *natural disaster* and the maximum compensation sum as per your home and contents insurance is not sufficient to cover the loss, Europeiska ERV can pay compensation for the portion of the compensation exceeding what has been reimbursed by the home and contents insurance.

#### 4.2.2 Maximum compensation

The maximum compensation sum is SEK 10,000 per *traveller*, up to a maximum of SEK 30,000 per *family* and claim.

#### 4.2.3 However, bear in mind

- In order to receive full compensation and to prevent the risk of it being reduced, you must take care with your property and not unnecessarily expose it to the risk of damage.
- Be particularly careful with valuable/theft-prone property.
- The compensation is affected by the object's age, wear and tear, modernity and usefulness.
- Before compensation is payable from Europeiska ERV your claim must have been settled in accordance with the terms and conditions in your homeowner's/houseowner's/insurance.

#### 4.2.4 Exclusion

You don't receive compensation for

- Compensation is not provided for money
- Deductions made by the insurance company of your home and content insurance due to standards of care, age, wear and tear, modernity and usefulness.

### 4.3 Compensation per day or new trip for serious event at the destination

#### 4.3.1 This is what the Holiday Insurance covers

- If you suffer a burglary, robbery, assault, fire or water damage to personal property, compensation will be provided in the form of one (1) daily rate based on the price of the trip, however with a maximum of SEK 400.
- If you, after approval by Euro-Center Assistance/Europeiska ERV, interrupt your trip, compensation will be provided for the number of days actually lost; if more than half of your total *travel days* are lost, compensation will be provided for a *new trip*. Compensation will be provided in the form of daily rates based on the price of the trip, however a maximum of SEK 400 per day.

#### 4.3.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 4.3.3 However, bear in mind

- You must be able to show original documents from the police, the hotel or another body confirming that a burglary, robbery, assault, fire or water damage has occurred.

#### 4.3.4 Limitation

- If you are entitled to compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will not receive more than one (1) *daily rate* per lost travel day, maximum SEK 400 per day.

## 5. ACTS OF TERRORISM AND NATURAL DISASTERS

### 5.1 Additional costs

#### 5.1.2 This is what the Holiday Insurance covers

- If you, due to acts of *terrorism* or *natural disaster*, find yourself in a sudden and unforeseen emergency situation where there is an immediate danger to life and limb, compensation can be paid for necessary and reasonable costs for travel to a safer location and changed accommodation.

#### 5.1.3 Maximum compensation

The maximum compensation sum is SEK 10,000 per *traveller*.

#### 5.1.4 However, bear in mind

- It must be possible to confirm the event with relevant documents, and the costs must be verified by original receipts.
- The event must be immediately reported to Europeiska ERV or to our assistance company Euro-Center Assistance.

### 5.2 Compensation per day/new trip

#### 5.2.1 This is what the Holiday Insurance covers

- If you, due to a *natural disaster* or acts of *terrorism*, have to interrupt your trip to temporarily stay at a destination of a significantly lower standard than at the pre-booked destination, or if you are forced to return to Sweden early, compensation will be provided for the actual days lost.
- Compensation will be provided in the form of *daily rates* based on the price of the trip. If more than half of your total *travel days* are lost, compensation will be provided for a *new trip* instead.

#### 5.2.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 5.2.3 However, bear in mind

- It must be possible to confirm the event with relevant original documents and it must immediately be reported to Europeiska ERV or to our assistance company Euro-Center Assistance.

#### 5.2.4 Limitation

- If you are entitled to compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will receive compensation for the same *travel day* with one (1) *daily rate*.

#### 5.2.5 Exclusion

You don't receive compensation for

- Compensation is not provided where assistance is available from other sources, e.g. through a tour operator, carrier or relevant authority.
- If compensation has been provided from other insurance.

Anxiety or fear alone do not constitute grounds for compensation. Europeiska ERV complies with the recommendations of the Ministry of Foreign Affairs or local authorities.

## 6. EVENTS AT HOME

### 6.1 Compensation per day or new trip for events at home

#### 6.1.1 This is what the Holiday Insurance covers

- If a *close relative* in Sweden suddenly and unexpectedly becomes seriously ill or dies, compensation will be provided in the form of two *daily rates* based on the price of the trip, however maximum SEK 400 per day.
- If your private property in Sweden suffers significant damage as a result of a sudden and unforeseen event, compensation will be provided in the form of one *daily rate* based on the price of the trip, up to a maximum of SEK 400.
- If the trip is interrupted, compensation will be provided for the number of days actually lost.
- If your trip is interrupted and more than half of your total *travel days* are lost, compensation may be provided with a *new trip* instead.

#### 6.1.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 6.1.3 However, bear in mind

- It must be possible to confirm the event with the original copy of a medical certificate or police report, for example.

#### 6.1.4 Limitation

- If you are qualified for compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will not receive more than one daily rate per lost travel day, maximum SEK 400 per day.

## 7. EXCESS COVER

### 7.1 Home and contents insurance

If your permanent residence in Sweden suffers compensable damage during your trip and the damage is covered by your home and contents insurance and exceeds the applicable excess, compensation will be provided for the excess up to a maximum of SEK 10,000 per claim.

### 7.2 Car insurance

If your private car suffers compensable damage during your trip and the damage exceeds the applicable excess, compensation will be provided for the excess up to a maximum of SEK 10,000 per claim.

#### 7.2.1 Limitations

If you do not bring your car on the trip, it should remain unused at home or in a paid car park.

#### 7.2.2 Exclusions

You don't receive compensation for

- damage covered by the car's legal expenses insurance
- loss of use compensation
- loss of no-claims bonus
- compensation for down time or cost for rental car.

### 7.3 Personal liability cover, personal assault cover or legal expenses cover

If a compensable personal liability, personal assault or legal expenses claim arises during your trip and the claim exceeds the applicable excess in your home and contents insurance, compensation will be provided for the excess incurred according to the travel protection cover provided by your home and contents insurance. The maximum compensation sum is SEK 10,000 per claim.

### 7.4 Excess on rented car, boat, motorcycle, moped or bicycle

If a car, boat, motorcycle, moped, bicycle or sports equipment rented abroad by you suffers compensable damage during your trip and the costs can be confirmed by original receipts, compensation will be provided up to a maximum of SEK 10,000 for the excess.

#### 7.4.1 Limitation

An insurance for the rental car, boat, motorcycle, moped or bicycle must have been taken out in connection with the rental.

### 7.5 However, bear in mind

Before compensation is paid according to section 7. Excess cover, the claim must have been settled in accordance to the terms and conditions of your home and contents, car or rental insurance.

## 8. EMERGENCY BUTTON - SAVE THE TRIP

### 8.1 This is what the Holiday Insurance covers

- Compensation can be provided for necessary and reasonable extra costs due to sudden and unforeseen claim events/emergencies during the trip which are not regulated by any other insurance clause in the terms and conditions.
- Without action taken the event must make it impossible to undertake or complete the trip as planned.

#### 8.1.2 Maximum compensation

The maximum compensation sum is SEK 5,000 per *traveller*.

#### 8.1.3 However, bear in mind

- It must be possible to confirm the event with relevant documents, and the costs must be verified by original receipts.
- The costs must be approved in advance by Europeiska ERV or our assistance company Euro-Center Assistance.

#### 8.1.4 Exclusion

Compensation is not payable

- for costs that are anticipated or have arisen as a result of your own actions or failure to act
- if compensation can be received from elsewhere e.g. tour operator, law, statute or convention or equivalent protection
- if compensation has been paid from other insurance or equivalent protection.

## 9. GENERAL TERMS AND CONDITIONS

### 9.1 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.

### 9.2 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.

### 9.3 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.

### 9.4 Reduction of compensation in the event of a claim

#### 9.4.1.1 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.

#### 9.4.2 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.

#### 9.4.3 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.

### 9.5 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.

### 9.6 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.

### 9.7 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).

### 9.8 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.

### 9.9 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.

### 9.10 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.

### 9.11 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.

### 9.12 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.

### 9.13 Other legislation

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

### 9.14 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.

### 9.15 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.

## 10. APPLICATION FOR COMPENSATION

The simplest way for you to claim is through our online service via our website, [www.erv.se](http://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](mailto: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 us 24/7 on telephone number +46 (0)770-45 69 20.

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: Löfströms Allé 6 A, Sundbyberg, Sweden;  
Telephone: +46 (0)770-45 69 00;  
E-mail: [info@erv.se](mailto:info@erv.se)  
Corporate ID number: 502005-5447;  
Registered office: Sundbyberg

## 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.