

BUSINESS VISITOR

Terms and conditions

Valid from May 25, 2018

This is a translation from Swedish to English of the insurance policy conditions "*Business Visitor 25 maj 2018*".
In the event of a dispute regarding the content and/or interpretation of these terms and conditions, the original Swedish wording shall always prevail.

TABLE OF CONTENTS

DEFINITIONS	5
A. GENERAL CONDITIONS - VALIDITY AND SCOPE OF COVERAGE	6
A.1 Who is covered by the insurance	6
A.2 When the insurance applies	6
A.3 Geographical scope of the insurance	6
A.4 Scope of insurance coverage	6
A.5 Security Directives	6
A.6 Excess	6
A.7 Scope of insurance and maximum compensation per insured	6
B. ILLNESS AND ACCIDENTAL INJURIES	7
B.1 Coverage	7
B.2 Compensation is payable for	7
B.3 Maximum compensation	7
B.4 Security directives	7
B.5 Exclusions	7
C. DISABILITY AND DEATH COMPENSATION	7
C.1 Coverage	7
C.2 Compensation is payable for medical disability	7
C.3 Compensation payable at death	8
C.4 Maximum compensation	8
C.5 Security directives	8
C.6 Exclusions	8
D. CRISIS THERAPY	8
D.1 Coverage	8
D.2 Compensation is payable for	8
D.3 Maximum compensation	8
D.4 Security directives	8
E. LUGGAGE COVERAGE	8
E.1 Coverage	8
E.2 Compensation is payable for property and supplementary expenses, as follows	8
E.3 Maximum compensation	9
E.4 Security directives	9
E.5 Common exclusions	9
Valuation rules	9
F. PERSONAL LIABILITY COVERAGE	10
F.1 Coverage	10
F.2 Europeiska ERVs undertakings	10
F.3 Maximum compensation	10
F.4 Security directives	10
F.5 Exclusions	10
G. LEGAL EXPENSES COVERAGE	11
G.1 Coverage	11
G.2 Compensation is payable	11
G.3 Maximum compensation	11
G.4 Security directives	11
G.5 Exclusions	11
G.6 Selection of legal representative	11
G.7 Excess	12

H.	COMMON TERMS AND CONDITIONS OF THE CONTRACT	12
H.1	Term and renewal of the insurance contract	12
H.2	Cancellation and amendment of insurance conditions	12
H.3	Payment of premium	12
H.4	Disclosure and increased risk	12
H.5	Aviation accident	13
H.6	Risk zone and War zone/High risk zone	13
H.7	Nuclear damages	13
H.8	Rescue obligation	13
H.9	Action in the event of claim	13
H.10	Common exclusion	14
H.11	Double insurance	14
H.12	Force majeure	14
H.13	Limitation period	14
H.14	Applicable law and court of competent jurisdiction	14
H.15	Swedish Insurance Contracts Act	14
	NOTIFICATION OF CLAIM	15

Insurance provider for this insurance is:

Europæiske Rejseforsikring, A/S

CVR no. 62 94 05 14

through

Europeiska ERV Filial, hereinafter called Europeiska ERV.

Org. no. 516410-9208

Supervisory authority is the Danish Finanstilsynet.

Europeiska ERV Filial

Box 1, Löfströms Allé 6 A, SE-172 13 Sundbyberg, Sweden

Phone: +46 (0) 770-45 69 00

www.erv.se

PREFACE

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.

DEFINITIONS

Accidental injury is a bodily injury sustained involuntarily by the *insured* as a result of a sudden external occurrence, i.e. an assault on the body from external causes. Bodily injury caused by freezing, heat exhaustion, or sunstroke are also classified as *accidental injury*. The date when such injury manifests itself is considered to be the date of the *accidental injury*.

Accumulated risk is the aggregation of risk when several *insured* persons are together in one and the same place, or in one and the same means of transportation or conveyance, and are struck by one and the same event.

Aircraft means a machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface. [The Swedish Civil Aviation Authority definition (20030101), Bestämmelser för Civil Luftfart (BCL)].

Close relative is understood to mean spouse/ partner/registered partner, children, stepchildren, brothers/sisters, parents, grandparents, parents-in-law, grandchildren, brothers-/sisters-in-law, or person who is registered as being resident at the same residential address as the *insured*. Under the provisions of this clause, the parents, brother/ sister of the *insured's* partner or registered partner are deemed to be equivalent to parents-in-law, brother-/sister-in-law.

Country of domicile is the country where the *insured* has his/her permanent residence, and is listed in the civil registry.

Current value corresponds to the amount needed to purchase, in the open market, a new, similar item of equal value, without deduction for depreciation.

Europeiska ERV's Assistance Company is Europeiska ERV's own alarm center, which is in operation 24 hours a day.

Euro - Centers are Europeiska ERV's own local service centers that provide rapid assistance in the event of occurrence of an insurance incident. There are *Euro-Centers* throughout the world.

Illness is a sudden deterioration of the state of health that is not deemed to be due to an *accidental injury*.

Insured is the person whose interests are *insured* against damages or loss, or on behalf of whom insurance has been taken out.

Market value is what it would cost in the open market to buy an item of the same type and in the same condition as the lost/ damaged item when loss/damages occurred.

Medical disability is the reduction in physical or mental function, determined regardless of the *insured's* profession or working conditions, or leisure time interests/activities. It must be possible to make an objective assessment of medical disability. Persistent pain, loss of an internal organ or loss of sensory organ are also classified as *medical disability*.

Money is negotiable coins and banknotes.

Partner is a person with whom the *insured* cohabits under conditions similar to marriage and who is registered as being resident at the same address. A requirement for classification of *partner* is that neither party is married to, nor is the registered partner of, any person other than the person with whom the *insured* cohabits.

Reasonable expenses is understood to mean expenses that Europeiska ERV, with due consideration to the circumstances pertaining to any one case, could reasonably expect to be standard and customary for medical care or treatment in the place where the expenses are incurred. However, in the event Europeiska ERV, or any of Europeiska ERV's collaborating partners, has an agreement with a medical institution in the region where medical care is performed, then it shall be the level of the agreed medical care expenses which shall constitute the basis for the assessment of the reasonableness of the expenses.

Security directives are instructions concerning certain procedures or provisions that are intended to prevent or limit damages, or concerning specific qualifications of the *insured*, the *employees*, or other assistants.

Sentimental value is value of a non-monetary nature that is ascribed to an item by a person (most frequently the owner), i.e. value associated with sentiments and feelings. Value of this nature is not taken into consideration when the actual value of an item is assessed.

Theft-prone property includes:

- objects – wholly or partly – of precious metal, genuine pearls and gems;
- antiques and works of art and genuine (handmade/Oriental) carpets, clocks, furs and clothing of fur;
- apparatus/equipment/instruments (including accessories and software for such property) intended for production, storage, processing, transfer and playback of sound, text, figures or images;
- musical instruments;
- tools, electronic instruments and measuring devices;
- wines and spirits;
- weapons.

Travel day is the day, or part of the day, for which the insurance coverage applies and for which the premium is paid.

Travel documents are tickets, passport, telephone cards, restaurant and hotel vouchers, ski-lift cards and green fee cards and travellers cheques.

Travel expenses are the actual expenses incurred for travel and accommodation.

Valuable documents are share certificates, bond certificates, bank books, instruments of debt, etc.

A. GENERAL CONDITIONS

VALIDITY AND SCOPE OF COVERAGE

A.1 WHO IS COVERED BY THE INSURANCE

The host company, which is the policyholder, has purchased this insurance policy for foreign visitors who are the *insureds*, unless stated otherwise in the insurance policy.

The policyholder has sole right to enter into an agreement with Europeiska ERV concerning amendments or cancellation, and to receive notice of termination of the insurance policy.

A.1.1 Limitation

Unless otherwise agreed the insurance cannot be purchased for persons having reached the age of 65.

A.2 WHEN THE INSURANCE APPLIES

The insurance applies – unless otherwise agreed – for foreign citizens named in the insurance document temporarily visiting Sweden. The insurance is – unless otherwise agreed – valid from the *insured's* check-in for direct travel to Sweden and ceases to apply when the *insured* has checked in for departure from Sweden.

The period of validity of the insurance – unless otherwise contractually agreed – has been maximised to a period of 365 consecutive days.

A.3 GEOGRAPHICAL SCOPE OF THE INSURANCE

The geographical scope of the insurance is – unless otherwise agreed – Sweden. The insurance also applies when travelling to another Schengen country with Sweden as a starting point.

A.4 SCOPE OF INSURANCE COVERAGE

The scope of the insurance coverage is specified in the insurance policy.

A.4.1 Special provisions

Special provisions apply in the event of aviation accidents, *accumulated risks* in connection with group travel and also in the event of nuclear damages. See Section H. Common terms and conditions of the contract.

A.5 SECURITY DIRECTIVES

These insurance policy conditions contain a number of *security directives* for the respective categories of insurance coverage. In the event that the *insured* has omitted to follow a *security directive* specified in the insurance policy conditions or in an ordinance referred to in the conditions, compensation is payable under the terms of this insurance only to the extent that it can be assumed that the damages would have occurred even if the instructions had been duly observed. Under the terms of this insurance, any other person who has had a duty to ensure that the instructions are followed, is equal to the *insured*.

A.6 EXCESS

Unless otherwise agreed, and excluding Legal expenses coverage, the insurance applies without excess.

A.7 Scope of insurance and maximum compensation per insured

Expenses concerning illness and accidental injuries: *)	
Medical expenses in case of acute illness or accidental injuries	SEK 750 000
Temporary treatment in the event of acute dental problems	SEK 5 000
Dental treatment as a result of an <i>accidental injury</i>	SEK 20 000
Home travel/Repatriation – also of deceased	SEK 200 000
Supplementary living expenses for a maximum of 60 days	SEK 25 000
Close relative's journey to seriously ill or deceased for a maximum of 60 days	SEK 50 000
Local funeral	SEK 30 000
*) In case of <i>illness</i> compensation is payable for medical expenses incurred within 60 days from the first doctor's visit and in case of an accident within 60 days from the date of the accident. Dental injuries due to chewing and bitings are not regarded as <i>accidental injuries</i> .	
Disability compensation in case of accidental injury: (Insurance amount payable in case of total disability)	SEK 200 000
Death compensation in case of accidental injury	SEK 50 000
Luggage coverage: Money and travel documents (whereof for money SEK 2 000)	SEK 5 000
Personal property (whereof for theft prone property a maximum of SEK 5 000)	SEK 10 000
Liability coverage for personal injury and property damage Private liability - personal injury - property damage	SEK 2 000 000 SEK 1 000 000
Crisis therapy: Up to 10 treatment sessions	SEK 10 000
Legal expenses coverage: (excess 20 %, however no less than SEK 1 000)	SEK 75 000

B. ILLNESS AND ACCIDENTAL INJURIES

B.1 COVERAGE

Compensation is payable for necessary and *reasonable expenses* in the event that the *insured*, during stay or travel in Sweden, becomes ill, sustains *accidental injury* or suffers acute dental problems.

- In the event of *illness*, compensation is payable during a period of 60 days from the date of the first visit to a physician.
- In the event of *accidental injury*, compensation is payable during a period of 60 days from the date of the accident. Dental damages due to chewing and biting are not regarded as *accidental injury*.
- Compensation is not payable for expenses incurred in connection with a medical condition where symptoms were apparent already before commencement of the journey. However, compensation is payable in the event of a significant and unexpected acute deterioration of the *insured's* medical condition. It is considered that the acute phase has passed when the *insured's* medical condition has stabilised, even if continued treatment is required.

B.2 COMPENSATION IS PAYABLE FOR

- necessary medical care and treatment in the event of *illness* or a *accidental injury*
- temporary treatment, in the event of acute dental problems
- dental treatment due to *accidental injury*
- prescribed drugs and medicines
- doctor's certificates when required by Europeiska ERV
- local ambulance transport
- supplementary expenses for repatriation, alternatively, for local funeral. If a qualified medical practitioner at the destination or at *Europeiska ERV's Assistance Company* decides that the *insured* must be transported to the *country of domicile* for continued treatment, compensation is paid for supplementary expenses for repatriation. In the event of death, the insurance covers repatriation of the deceased or alternatively local funeral in Sweden/other Schengen country. The repatriation/funeral must be approved in advance by Europeiska ERV/*Europeiska ERV's Assistance Company*
- supplementary living expenses and supplementary expenses for home journey in the event of extended stay due to *illness/accidental injury*, for a maximum of 60 days
- treatment and medical aids/devices prescribed by the attending physician to facilitate the healing process following an accident/*illness*
- other supplementary expenses incurred in connection with repatriation
- supplementary travel and living expenses for one *close relative* in the event of the *insured's* death or life-threatening illness/accidental injury, for a maximum of 60 days.

B.3 MAXIMUM COMPENSATION

The maximum amount is specified in the table under A.7.

B.4 SECURITY DIRECTIVES

- In the event that expenses – excluding expenses for emergency treatment – are estimated to exceed SEK 10 000 such expenses must be approved in advance by Europeiska ERV/*Europeiska ERV's Assistance Company*
However, expenses for travel by a relative in the event of the *insured's* death or life-threatening *illness/accidental injury*, must always be approved in advance.
- Following an appraisal by Europeiska ERV/*Europeiska ERV's Assistance Companies* physician, Europeiska ERV has the right to request that the *insured* shall return to the *country of domicile* for continued medical treatment.
- All medical care shall be prescribed by the attending physician/dentist in the place where *illness/accidental injury* occurs, and all expenses must be substantiated by presentation of original receipts, original medical certificates, or similar certification in the original.

- The attending physician/dentist who also issues any medical certificate, must be duly qualified and impartial.

If the *insured* neglects his/her duty to adhere to prescribed instructions, this may entail a partial or total reduction in the amount of compensation. Special provisions apply in respect of War zones and High risk zones, and also in the event of aviation accident and nuclear damages.

B.5 EXCLUSIONS

Compensation is not payable for expense(s):

- outside Sweden/Schengen. However compensation is paid for supplementary expenses in case of repatriation according to B.2 above.
- that are incurred when a vessel or aircraft is required to alter its travel route due to the *insured's* injuries or *illness*;
- for *accidental injury* or illness which, in a conclusive manner, has been caused by the use of alcohol, other intoxicants, barbiturates or narcotic substances;
- that are connected with pregnancy and which occur after the 28th week of pregnancy;
- incurred for preventive health care, vaccinations, pregnancy check-ups, normal dental treatment or orthodontics;
- for repatriation or other transport, solely due to the *insured's* fear/concern about the risk of infection;
- that can be compensated from other sources in accordance with the law, other ordinance, conventions or claim for damages;
- that have been indemnified through other insurance;
- damages suffered by the *insured* while participating in sports, athletics, adventure excursions, expeditions or other risky activity which cannot be viewed purely as gymnastics/exercise or leisure time activity of normal scope and intensity;
- in the event that the attending physician has warned the *insured* not to embark on the trip;
- that are related to loss of income.

C. DISABILITY AND DEATH COMPENSATION

C.1 COVERAGE

Compensation is payable in the event of *accidental injury* which results in permanent *medical disability*, and in the event of death due to *accidental injury*.

C.2 COMPENSATION IS PAYABLE FOR MEDICAL DISABILITY

Assessment of the degree of medical disability is based on injuries and symptoms that are caused by the accident that can objectively be ascertained.

Such assessment is made regardless of the extent to which the injured person's working capacity is reduced as a consequence of the *accidental injury*. If a lost limb can be replaced by an artificial limb, the degree of medical disability will be assessed in consideration of the function of the artificial limb.

Medical disability is determined in accordance with common statistical tables established within the Swedish insurance industry, entitled "Gradering av medicinsk invaliditet – 2004" [Rating of medical disability – 2004].

If several parts of the body have been *injured* in one and the same accident, the maximum amount of compensation will not exceed a maximum calculated on the basis of 99% disability, which is equivalent to total disablement.

C.2.1 Disability compensation

Compensation is payable in such proportion of the insurance amount that corresponds to the degree of disability at the age reached by the *insured* when the accident occurred.

Entitlement to disability compensation arises if the *accidental injury*, within three years after the accident, is the cause of *disability*, and at least 12 months have passed since the occurrence of the accident. Disability compensation will be paid as soon as the definitive degree of disability has been established.

The definitive degree of disability shall, if possible, be determined within three years after the date of the accident, however, this may be postponed for as long as may be necessary in consideration of medical opinion or rehabilitation options.

Note: If medical treatment has been concluded, and the definitive degree of disability can be determined already before fully 12 months have elapsed since the date of the *accidental injury*, entitlement to compensation will come into force, and compensation will be paid when the definitive degree of disability is established. In the event of death as a consequence of an injury, the final settlement shall be made through a lump sum payment that corresponds to the degree of medical disability that prevailed prior to death.

If the *insured* dies before entitlement to disability compensation comes into force, no disability compensation will be paid.

C.3 COMPENSATION PAYABLE AT DEATH

C.3.1 Death compensation

Entitlement to death compensation exists if the accidental injury is the cause of the *insured's* death within three years after the date of the accident.

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

C.3.2 Beneficiaries

Unless Europeiska ERV has been notified otherwise in writing, the beneficiaries are:

spouse/*partner*/registered partner and children, or, if there are no such relatives, the legal heirs.

C.4 MAXIMUM COMPENSATION

The maximum compensation is specified in the table under A.7.

C.5 SECURITY DIRECTIVES

Compensation is not payable for:

- *accidental injury* sustained by the *insured* while participating in sports, athletics, adventure excursions, expeditions or other risky activity which cannot be viewed purely as gymnastics/exercise or leisure time activity of normal scope and intensity;
- injury where the incident that caused the injury, in a conclusive manner, was due to the *insured* being under the influence of alcohol, other intoxicants, barbiturates or having abused drugs;

If the *insured* neglects his/her duty to adhere to these instructions, this may entail a partial or total reduction in the amount of compensation.

C.6 EXCLUSIONS

Accidental injury does not include:

- injury due to infection from bacteria, virus or other infectious substance;
- injury caused as a result of the use of a medical preparation, surgery, medical treatment or examination not resulting from the *accidental injury* covered under this policy;
- suicide or attempted suicide;
- such condition which – even though it has been ascertained after an *accidental injury* – cannot, in accordance with medical expertise, be viewed as being due to the *accidental injury* but rather due to illness, deformity or pathological changes.

If it can be assumed that the bodily defect has aggravated the consequences of the *accidental injury*, compensation will be payable only for such physical consequences that have occurred irrespective of the bodily defect and that are due only to the *accidental injury*.

D. CRISIS THERAPY

D.1 COVERAGE

Compensation is payable in the event that the *insured* during the stay in Sweden/Schengen suffers an acute mental crisis after witnessing, or being subjected to, a sudden and unexpected event, in the form of:

- robbery, threat or personal assault
- serious accidental injury
- other traumatic incident, such as, fire, burglary, explosion, traffic accident, natural disaster, hijacking or terror attack.

D.2 COMPENSATION IS PAYABLE FOR

- Up to 10 consultations for crisis therapy, any one event, per *insured* in individual;

D.3 MAXIMUM COMPENSATION

The maximum compensation is specified in the table under A.7.

D.4 SECURITY DIRECTIVES

When there is a need for crisis therapy, Europeiska ERV should be contacted and expenses must be approved in advance by Europeiska ERV.

- Treatment must be performed by a qualified, registered psychologist, and must be performed within a 12-months period after the date of the occurrence of the insurance incident.

- Robbery, threat or assault must be reported to the police and a copy of the police report, in the original, must be submitted to Europeiska ERV.

- Expenses must be substantiated through original receipts.

If the *insured* neglects his/her duty to adhere to these instructions, this may entail a partial or total reduction in the amount of compensation.

E. LUGGAGE COVERAGE

E.1 COVERAGE

Compensation is payable for the *insured's* property, as well as leased or borrowed property that is taken on the trip and intended for use on the trip. The insurance applies also in respect of gifts that have been purchased during the trip. Damages/loss must be due to sudden and unforeseen event.

E.2 COMPENSATION IS PAYABLE FOR PROPERTY AND SUPPLEMENTARY EXPENSES, AS FOLLOWS

- *Money*;
- *travel documents*;
- *theft-prone property*;
- *other personal property*;
- substantiated necessary and reasonable supplementary expenses which occur as a direct result of indemnifiable damages, e.g. expenses connected with efforts to block chargecard/creditcard/bankcard, travel expenses incurred in connection with submitting a police report, and similar.

E.2.1 Valuation and rules governing compensation for property

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

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

- sentimental value;
- loss of earnings;

- value of own work for the production of photographs, films, recordings, computer programmes, models and similar items, or the value of own work and efforts after damages;
- losses that may arise from the use of chargecard/creditcard, telephone/SIM-card or similar, cheques, bills of exchange and use of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

E.2.2 Valuation rules

See below

VALUATION RULES

Type of property	Compensation
Books, antiques, works of art, genuine (handmade/Oriental) carpets, collections and items of value that have collector's value. <i>Theft-prone property</i> (e.g. computers, computer equipment and mobile telephones).	Claims are valued at what it would cost in the open market to buy an item of the same type and in the same condition as the lost/damaged item when loss/damages occurred = <i>Market value</i> .
Photographs, films, recordings on disc and tape and hobby work.	Valued at the cost to repurchase the raw materials.
Other property (e.g. clothes, bags, etc).	Provided that the property is not older than 2 years, it is classified as new property, and compensation is payable in the amount needed to purchase, in the open market, a new, similar item of equal value = <i>Current value</i> . If a replacement purchase is not made within 6 months, compensation is payable in an amount equivalent to 70% of the amount needed to purchase a new similar item of equal value = <i>New value</i> . If the property is older than 2 years, depreciation of 20% per year will apply, calculated from the year of acquisition. Deduction for depreciation is never more than 80% provided the property was in functioning order at the time when damages occurred.
Spectacles.	No deduction is made for spectacles for the first 2 years. Depreciation is 20% as from year 3. Deduction for depreciation is never more than 80% of the cost of procurement of spectacles.
Consumer items such as toiletries, perfumes, after shave, and similar items.	50% of the cost to buy new property of equal value.

E.2.3 Rules governing payment of compensation

Depending on the particular circumstances of each case, compensation may take the form of a cash payment according to the valuation rules on page 9, or with property that is new, second-hand or repaired. Europeiska ERV will have the right to determine the form of compensation and also where any purchase or repair shall take place.

Property that has been indemnified becomes the property of Europeiska ERV. If the replaced item is found, the *insured* shall surrender the item and pass it to Europeiska ERV, or shall undertake to refund the amount of compensation that was received.

E.3 MAXIMUM COMPENSATION

The maximum compensation is specified in the table under A.7.

E.4 SECURITY DIRECTIVES

- In the event of theft, burglary, loss and robbery, the *insured* must submit a report to the police in the place where damages occurred. The police report, in the original, must be attached to the notification of claims sent to Europeiska ERV.
- In the case of damages that occur in a hotel, or during transportation, the damages must also be reported to the hotel management and to the transport company who must issue a written statement substantiating the circumstances. These written statements, in the original, must be attached to the notification of claims sent to Europeiska ERV.
- Damages must be reported to Europeiska ERV without delay, however, at the latest within six months after loss has come to the attention of the *insured*.

In order to qualify for full compensation, the *insured* must handle his/her property with care so that theft and damages can be prevented as far as possible. It is important to consider that property that is theft-prone, delicate or specially valuable, requires special supervision.

Forgetfulness is an indication that requirements concerning standards of care have not been observed, and this may result in reduced compensation.

Requirements concerning standards of care also mean, that:

- means of transportation and temporary residence may not be left un locked, or with open windows. Temporary residence includes, e.g. apartment, hotel room, passenger cabin, or similar;
- *money, travel documents and theft-prone property* must be locked into a suitcase, cupboard, drawer, or similar, when the *insured* leaves the temporary residence, i.e. locked in twice;
- *theft-prone property* may not be left in a motor vehicle or kept in baggage that is checked in or is transported by other person/means beyond the *insured's* immediate control and supervision;
- bottles or other containers with liquids contents may not be placed in baggage that is checked in for transportation.

Failure to meet the requirements to exercise standards of care will result in reduced compensation. The amount of the reduction depends on the circumstances, amongst other things, the nature of negligence and its significance to the claim and the value of the property. Gross negligence will entail a substantial reduction of compensation, and in exceptional cases compensation may be set at 0 (reduction to zero).

E.5 COMMON EXCLUSIONS

The insurance does **not apply** in respect of:

- goods intended for sale or processing, sample collections, samples of merchandise, demonstration items, gift advertising articles, or similar;
- stamps, coins and bank notes with collector's value, manuscripts, drawings or *valuable documents*;
- animals;
- motor vehicle, caravan or other type of trailer;
- steamboat, motorboat, water scooter or sailboat;
- hovercraft, hydrocopter, aircraft, hot air balloon, paraglider, windglider, hangglider or similar conveyance.

Additionally, the insurance does not apply for parts or equipment or fittings for the above-mentioned vehicles and conveyances.

Compensation is **not payable** for:

- superficial damages, such as, scratches or similar damages that do not have substantial effect on usage;
- *money and travel documents*, which were
 - forgotten, lost or mislaid,
 - left in a motor vehicle,
 - handed over for transportation, checked in, or committed to the care of an other person beyond the *insured's* immediate control and supervision;
- *theft-prone property* that has been left in a motor vehicle during overnight parking. (Over-night parking includes the hours between 20.00 – 08.00)

- costs than can be compensated from other sources by law, other statutes, conventions, insurance or claims to indemnity.
- As regards the policyholder's/employer's property, this insurance applies only to the extent that compensation is not payable through other insurance or other contract.

F. PERSONAL LIABILITY COVERAGE

F.1 COVERAGE

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

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

F.2 ERVS UNDERTAKINGS

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

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

F.3 MAXIMUM COMPENSATION

The maximum compensation, any one event, is specified in the table under A.7.

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

If several losses have occurred on the same occasion, through a single cause, these are considered to constitute a single event.

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

F.4 SECURITY DIRECTIVES

F.4.1 Notification of claim

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

If someone demands that the *insured* should pay compensation for damages, details concerning such claim must be forwarded to Europeiska ERV immediately.

F.4.2 Obligation to provide information

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

F.4.3 Obligation to take salvage measures

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

This means, amongst other things, that:

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

If the *insured* neglects his/her duty to adhere to these directives, this may entail a partial or total reduction in the amount of compensation.

F.4.4 Summons and legal counsel

If the *insured* is summoned to appear before a court, or is advised that such summons is forthcoming, this must be reported to Europeiska ERV immediately, whereupon Europeiska ERV will appoint a legal counsel.

If the *insured* fails to observe these obligations, a court order regarding liability to pay damages cannot be referred to Europeiska ERV nor will litigation or arbitration court costs be compensated.

F.4.5 Settlement out of court

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

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

F.4.6 Penalty interest

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

F.5 EXCLUSIONS

Liability coverage does **not** apply for:

- pure economic loss, i.e. economic losses that have occurred, and that have no connection with personal injury or property damages;
- damages for which the *insured* has assumed liability, over and above the provisions of the law of damages;
- damages/injuries that the *insured* inflicted on a *close relative*;
- damages to property that the *insured* has rented, leased, borrowed, processed, repaired or has dealt with other than purely temporarily;

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

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

Note: This exclusion does not apply in respect of electrically-operated wheelchair

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

Note: If the boat is equipped with an outboard motor of a maximum of 10.0 h.p. (7.36 kW), or a sail with a maximum surface of 10 sq. m. the insurance will, however, apply in respect of personal injury;

c) *aircraft*, hot air balloon, paragliders, windgliders, hanggliders, or similar conveyances;

- damages that have occurred in connection with the *insured* having willfully committed an act which is a criminal offence;
- damages caused by the *insured* in connection with the exercise of profession, official duties or other gainful occupation;

- such nuclear damages for which the *insured* may be held liable under the provisions of the Swedish Nuclear Liability Act, or equivalent foreign law;
- damages, the course or extent of which, directly or indirectly, have been caused by, or are connected with, war, war-like event, civil war, revolution, civil commotion or riots;
- expenses that have been incurred because a ship or aircraft was required to alter its travel route due to the *insured's* injuries;
- injuries that the *insured* has inflicted on another person who is covered under this insurance.

G. LEGAL EXPENSES COVERAGE

G.1 COVERAGE

Compensation is payable for necessary and reasonable legal representative and litigation costs for court proceedings resulting from a dispute and which cannot be paid on behalf of the *insured* from public funds or by the opposite party. Legal expenses coverage applies in respect of disputes that may arise during the stay in Sweden or other Schengen country.

The insurance applies for the *insured* as a private individual.

G.2 COMPENSATION IS PAYABLE

G.2.1 In the case of disputes without trial

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

G.2.2 In the case of disputes with trial

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

G.2.3 Compensation is payable for the following costs

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

Compensation is payable for:

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

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

G.3 MAXIMUM COMPENSATION

The maximum compensation payable, any one event/dispute, is specified in the table under A.7.

If more than one dispute arise, these shall be deemed to be a single dispute if the disputes are based essentially on the same event or circumstances.

It is considered that a single dispute exists if the *insured* together with one other *insured* person are on the same side in a dispute.

G.4 SECURITY DIRECTIVES

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

G.5 EXCLUSIONS

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

G.5.1 Exclusions pertaining to disputes

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

- matters connected with exercise of profession, official duties, or other gainful occupation;
- family law;
- financial activities of an unusual nature and scope for a private individual;
- personal financial guarantees;
- financial claim or demand transferred to the *insured*;
- the *insured*, in the capacity of owner, user or driver of a motor vehicle, caravan or other trailer, aircraft, steam boat, motor boat, sail boat or water scooter,

Note: Legal expenses coverage does, however, apply for the *insured* as driver or user of a motor vehicle, caravan or other trailer, aircraft, motor boat or sail boat which the *insured* has temporarily borrowed or leased outside the Nordic countries;

- damages or other claim on grounds of an act or deed carried out by the *insured*, that has given rise to suspicion of, or prosecution for, a criminal offence;
- if the *insured* does not show that he/she has a legitimate interest to have his/her case tried.

G.5.2 Exclusions pertaining to costs

Compensation is not payable under the terms of this insurance for:

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

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

G.6 SELECTION OF LEGAL REPRESENTATIVE

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

- a) who is a member of the Swedish Bar Association, or other lawyer who is an employee at a public law firm, or
- b) who has been appointed counsel in accordance with the provisions of the Legal Aid and Advice Act, in the dispute, or
- c) who can show that he, at some time during the previous three years, was appointed counsel in accordance with the provisions of the Legal Aid and Advice Act, in a dispute similar in nature, and is still suited to the task of such counsel, or
- d) who in some other way has shown that he is especially suited to the assignment.

Examination of Item c) or Item d) concerning the legal representative's suitability to the task, is performed in Sweden by the Insurance Companies' Legal Expenses Committee (Försäkringsbolagens Rättskyddsämnd).

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

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

G.7 EXCESS

An excess equivalent to 20% of the expenses, however, at a minimum SEK 1 000, applies for legal expenses coverage.

H. COMMON TERMS AND CONDITIONS OF THE CONTRACT

H.1 TERM AND RENEWAL OF THE INSURANCE CONTRACT

The period of insurance is deemed to commence at 00.00 hours, on the commencement date, and will be in force during the period stated in the insurance policy.

If the contract is taken out on the commencement date, the insurance is considered to commence first when the contract is entered into.

The scope and the scale of premium amounts, are stated in the insurance policy. The insurance is not automatically renewed.

H.2 CANCELLATION AND AMENDMENT OF INSURANCE CONDITIONS

The policyholder's right to prematurely cancel the insurance.

Unless otherwise agreed, the policyholder has the right to cancel the insurance before expiry of the term of the insurance, if

1. Europeiska ERV has grossly neglected its obligations in accordance with the Swedish Insurance Contracts Act, or in accordance with the conditions stated in the insurance contract;
2. there is no longer any need for insurance, or there are otherwise conditions which have had a significant effect on insurance circumstances, or
3. Europeiska ERV has amended the policy conditions during the term of insurance.

Europeiska ERV's right to prematurely cancel the insurance.

Europeiska ERV has the right to terminate the insurance or to amend the policy conditions before expiry of the term of insurance, only if

1. the policyholder or the *insured* have grossly neglected their obligations toward the company, or
2. a condition which is specified in the policy contract and which is of some significance as regards risk, has been amended in a manner which the company cannot be assumed to have taken into consideration.
3. continuation of the agreement on the basis of any adjustments of laws or legal routines would render the continuation of the insurance agreement non-compliant, unless it is possible to make adjustments making the agreement compliant which are accepted by the policy holder and Europeiska ERV.

The insurance must be terminated in writing 14 days' notice, calculated from when Europeiska ERV sent it. For termination according to paragraph 3, three (3) months' notice applies.

In the event of overdue payment of premium, Europeiska ERV reserves the right to terminate the insurance, unless the delay is of minor significance. Notification of cancellation will be sent to the policyholder, and will come into effect 3 days after the day when it was sent out. However, in the event of delay of payment of premium for a later premium period than the first, validity of the insurance will cease first 7 days after the date when the insurance company has sent out a reminder to the policyholder concerning the due date for payment of premium.

H.3 PAYMENT OF PREMIUM

H.3.1 The first premium

The premium must be paid in advance, unless otherwise agreed with Europeiska ERV and as stated in the insurance policy. Europeiska ERV's liability comes into effect at the beginning of the period of insurance, provided that the premium has been paid at the latest on the specified due date.

If the premium is paid later, this will entail delayed payment of premium and the insurance will not be valid, and Europeiska ERV's liability will not come into effect until the day after such payment of premium has been made.

H.3.2 Supplementary premium

If there is reason for a supplementary premium during the term of insurance, in its entirety, due to the need for increased insurance coverage, then what is stated above concerning payment of first premium shall apply also in respect of the supplementary premium.

H.3.3 Repayment of premium amount

If the insurance ceases to be in force or, in the event of adjustment of the premium amount in accordance with the provisions of Section R.3.5, third paragraph, Europeiska ERV will undertake to repay the unused amount of premium that exceeds SEK 200.

If damages have occurred, it shall be considered that the premium has been expended in an amount corresponding to the amount of compensation.

H.4 DISCLOSURE AND INCREASED RISK

An individual who wishes to take out Business Visitor insurance, must be prepared, at Europeiska ERV's request, to provide information that may influence the decision as to whether insurance can be granted. The same applies if the policyholder applies for additional coverage or renewal of insurance policy. The policyholder must provide correct and complete answers to Europeiska ERV's questions. Even without being asked to do so, the policyholder is obliged to provide information concerning circumstances that are of obvious significance for risk assessment.

During the term of insurance, the policyholder must, on request, provide Europeiska ERV with information relating to those circumstances stated in the first paragraph.

A policyholder who realises that Europeiska ERV has previously received incorrect or incomplete information concerning circumstances that obviously are of significance for risk assessment, must rectify the information that has been submitted to Europeiska ERV without unreasonable delay.

If the policyholder, in fulfilling his duties to provide information, as stated above, has acted fraudulently or in contravention of faith and honour, the contract will be declared null and void in accordance with the provisions of the Swedish Contracts Act (1915:218) and other acts-in-the-law in the area of property rights, and Europeiska ERV will be discharged from all liability in regard to insurance incidents that may occur thereafter. If the policyholder has otherwise, intentionally or through carelessness, neglected his obligation to disclose information, and if Europeiska ERV can prove that Europeiska ERV should not have granted insurance coverage if the policyholder had duly fulfilled his obligation to disclose information, Europeiska ERV will be discharged from liability in regard to insurance incidents. If Europeiska ERV can show that Europeiska ERV could have granted insurance coverage against a higher premium, or otherwise on other terms and conditions than those which were agreed, Europeiska

ERV liability will be limited to the level of liability which corresponds to the premium which has been paid and such conditions that were otherwise agreed. If Europeiska ERV has not procured reinsurance which would otherwise have been the case, liability will be adjusted accordingly.

Europeiska ERVs liability does not fall away, and is not limited in accordance with the provisions stated in the second paragraph, if, at the time when the obligation to disclose information was neglected, Europeiska ERV realised, or should have realised, that the information which was actually submitted was incorrect or incomplete. The same shall apply if the incorrect, or incomplete, information was later of no significance, or ceased to be of significance, in regard to the content of the insurance contract.

H.4.1 Increased risk

If there is an increased risk for insurance incidents due to changes of such circumstances that have been specified in the Insurance policy, or concerning which the policyholder informed Europeiska ERV in connection with contract closing, and if the *insured* has taken action or consented to action which will entail increased risk, Europeiska ERV will be wholly, or partly, discharged from liability.

The same will apply if such increased risk has otherwise occurred and the policyholder has neglected to report this fact, in line with the instructions in the insurance contract.

H.4.2 Accumulated risk in connection with group travel

The policyholder must inform Europeiska ERV, at the latest on the same day that travel by boat, train, bus or aircraft is commenced, concerning each journey where more than one *insured* participate, and where the accumulated insurance amount in the event of death exceeds MSEK 100, but not MSEK 150. A supplementary premium is charged for accumulated risks in excess of MSEK 100. In the event of neglect to notify Europeiska ERV of such accumulated risk, or if the notified supplementary premium is not paid, Europeiska ERV's liability will be limited to MSEK 100.

The same obligation to notify Europeiska ERV exists if several *insureds* are in one and the same place at the same time.

If the total insurance amount in the event of death exceeds MSEK 150, the policyholder must inform Europeiska ERV to this effect at least 14 days in advance.

A supplementary premium is charged for accumulated risk in excess of MSEK 100. In the event of neglect to notify Europeiska ERV of such accumulated risk, or if the notified supplementary premium is not paid, Europeiska ERV's liability will be limited to MSEK 100.

The maximum compensation payable for damages resulting from accumulated risk is MSEK 200.

H.5 AVIATION ACCIDENT

In the event of an *accident* during a flight, compensation is only payable if the *insured* was a passenger on an *aircraft* which flies under a national symbol. Passengers are deemed to be only those persons on board an aircraft who do not have, or who do not perform, a function or task connected with the flight

H.6 RISK ZONE AND WAR ZONE/HIGH RISK ZONE

The insurance is not valid in a risk zone or War zone/High risk zone unless this has been specifically agreed.

The terms War zone/High risk zone and/or Risk zone refer to areas where war, war-like conditions, revolution, civil commotion, riots, terror and similar conditions prevail, or areas affected by natural disasters, earthquake or landslide – all depending on extent or intensity of the circumstances. An area where the *insured's* health is at risk, if the *insured* remains in that area, e.g. in the event of epidemics, may also be classified as a High risk zone or Risk zone. An updated list of risk zones can be found in Europeiska ERVs website: www.erv.se.

The policyholder should regularly check this list and keep updated as to which countries are classified as War zones, High risk zones, or Risk zones.

H.7 NUCLEAR DAMAGES

Accidental injuries, whose origin and proportion are connected with nuclear process or radioactive disintegration, are included under this insurance only provided that the nuclear process or the radioactive disintegration are not in any way associated with military manoeuvres in which the *insured* participates.

Limitation

The insurance amount, in the event of nuclear damages, is limited to disability and death at SEK 200 000.

H.8 RESCUE OBLIGATION

When an insurance incident occurs, or imminently threatens to occur, the *insured* must take action, to the best of his/her ability, to restrict or limit damages and, if another party is liable to pay damages, in order to preserve the rights that the insurance company may have against that party. If the *insured* wilfully omitted to fulfil his/her duty in accordance with the provisions stated under the first paragraph, compensation may be reduced, as far as he/she is personally concerned, in accordance with what is reasonable in consideration of his/her situation and the general circumstances.

The same will apply if the *insured* has neglected his/her duties, knowing that this entails a considerable risk for the occurrence of damages, or otherwise through gross negligence.

H.9 ACTION IN THE EVENT OF CLAIM

H.9.1 Rules governing claims settlement

Damages must be reported to Europeiska ERV without delay.

If a claimant has neglected to follow the rules concerning the necessity to report insurance incidents to Europeiska ERV without delay, or conditions, or instructions in respect of the obligation to cooperate in the investigation of the insurance incident or the company's liability, and where such neglect is to the detriment of the company, the amount of compensation that would otherwise have been paid to the *insured*, may be reduced to the extent as may be considered reasonable in consideration of the circumstances. In the event that the *insured* in the case of liability insurance has been as negligent as specified in the first sentence, the insurance company shall have the right to repossess from the *insured* a reasonable portion of the amount that the company has paid to the party who has suffered damages.

The first paragraph shall not apply if the level of negligence can be deemed to be minor.

The *insured* must be able to provide proof that the event occurred during the *insurance period*.

If the *insured*, or any other person who is claiming compensation from Europeiska ERV after the occurrence of an insurance incident, has intentionally or through gross negligence provided incorrect information or has withheld or concealed information of significance for the assessment of the right to receive compensation from the insurance company, the amount of compensation that would otherwise have been paid to him/her will be reduced to the extent as may be considered reasonable in consideration of the circumstances, or may result in non-payment of compensation.

H.9.2 Inspection and repairs

A person who is claiming compensation has an obligation to assist in any inspection that Europeiska ERV may wish to undertake as a consequence of a claim.

Repairs may be made only after Europeiska ERV's approval. The same applies with regard to choice of repair company, method of repairs and material. Damaged items must be held in safekeeping until Europeiska ERV permits otherwise.

H.9.3 Failure to take action in the event of damages

If the *insured* does not fulfil his/her obligations, as defined above, the amount of compensation for damages may be reduced by way of a special deduction.

H.9.4 Payment of compensation

Europeiska ERV shall, after receiving information about an insurance incident, take the necessary measures without further delay in order that the claim may be settled. Claims settlement shall be processed with speed and with due consideration to the interests of the *insured* and other persons who have suffered losses or damages.

Compensation for damages to which the *insured* is entitled, will be paid at the latest one month after the *insured* has reported the insurance incident and has presented the material which can reasonably be required to determine liability to pay compensation. However, this does not apply in the event of inadequate insurance amount in the case of liability insurance, nor does it apply to the extent that the right to compensation is conditional upon repair of the property or that the property shall be replaced, that the pertinent authorities should pass a certain decision, or that some other similar event takes place.

Europeiska ERV will undertake to pay penalty interest in accordance with §6 of the Swedish Interest Act (1975:635) if payment of compensation is not effected within the specified time.

If the person who is claiming compensation clearly is eligible to receive at least a certain amount of compensation, this amount shall be paid immediately, whereupon such amount will be deducted from the final total amount of compensation.

Interest is not paid if the interest amount is less than SEK 100.

H.9.5 Counter claim and repossession

Europeiska ERV takes over the *insured's* right to claim damages in matters relating to health care expenses and other expenses and losses for which the company has paid compensation in accordance with the terms of this insurance.

If, after a loss has occurred, the *insured* abstains from the right to receive compensation from another source in accordance with contractual terms, guarantees or similar, or through repossession, Europeiska ERV's liability to pay compensation will be limited to a corresponding degree, and any compensation that may already have been paid must be repaid to Europeiska ERV.

To the extent that compensation should not by rights have been paid, the person who is entitled to compensation shall be obliged to repay such amount without delay to Europeiska ERV, even if he/she was not aware that payment was incorrect.

H.9.6 Fraudulent means to provoke an insurance incident

Europeiska ERV will be discharged from obligation toward an *insured* who has endeavoured to provoke an insurance incident by fraudulent means, or through gross negligence.

The same applies if the *insured* otherwise must be assumed to have taken action, or refrained from taking action, knowing that this entailed a considerable risk for the occurrence of damages.

In the event that an *insured* has been instrumental in further aggravating the consequences of an insurance incident, in the manner specified in the first paragraph, Europeiska ERV will be discharged from liability toward the *insured* to the extent that these circumstances have impacted damages.

H.10 COMMON EXCLUSION

The terms and conditions of this insurance policy shall not apply with respect to damages resulting from a criminal offence committed by the *insured*, his/her beneficiary or legitimate heir.

H.11 DOUBLE INSURANCE

If the same risks are *insured* by several insurance companies, each insurance company shall have a liability toward the *insured* as if the company alone had provided insurance coverage. However, the *insured* is not entitled to receive a higher total amount of compensation from the companies than is appropriate to the claim. If the sum of the liability amounts exceeds the loss, liability will be divided between the companies in proportion to the respective liability amounts.

If the same risk is *insured* also by another insurer that has made reservations according to which he in the event of double insurance shall be totally or partially free of obligations, the same reservations also apply according to the policy conditions of this insurance.

H.12 FORCE MAJEURE

The insurance does not cover loss that may occur if the claims investigation, repairs, or payment of compensation is delayed due to war, war-like conditions, civil war, revolution, or riots, or due to intervention by authorities, strikes, lockout or blockade or similar actions.

H.13 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.

H.14 APPLICABLE LAW AND COURT OF COMPETENT JURISDICTION

Swedish law shall apply in all matters pertaining to the insurance contract. Disputes arising out of this insurance contract, or these insurance terms and conditions, shall be decided in a Swedish court of law. This shall also apply if disputes relate to damages that have occurred abroad.

H.15 SWEDISH INSURANCE CONTRACTS ACT

In all other respects, the provisions of the Swedish Insurance Contracts Act (Försäkringsavtalslagen – FAL) shall apply.

PERSONAL DATA PROCESSING AND DISCLOSURE OF INFORMATION

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

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

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

The address is:

Europeiska ERV, Dataskyddsbudet, Box 1, 172 13 Sundbyberg.

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

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

NOTIFICATION OF CLAIM

A CLAIM FOR DAMAGES SHOULD BE SENT TO

Europeiska ERV
Corporate Claims
Box 1
172 13 SUNDBYBERG, Sweden

Visiting address: Löfströms Allé 6A, SUNDBYBERG
Telephone: +46-(0)770-456 900
Fax: +46-8-454 33 21
E-mail: corporateclaims@erv.se

Company registration No: 502005-5447
Domicile: Sundbyberg

RECOMMENDED PROCEDURES IF YOU ARE NOT SATISFIED WITH EUROPEISKA ERV'S CLAIMS SETTLEMENT

It is our intention at Europeiska ERV to provide personal service which allows for good customer relations. We want to provide quick, effective claims handling when you suffer a loss or injury, followed by prompt payment of equitable compensation in accordance with the terms and conditions of this insurance.

In most cases our customers are satisfied with the manner in which we handle claims. However, if you are not satisfied with our claims settlement, it is important for you to know how to proceed in order that your claim may be re-examined.

CLAIMS ADJUSTER

It is always useful to speak to your claims adjuster again. There might simply have been a misunderstanding. Additionally, new evidence or circumstances may have been presented that can be of some significance in the case. If you are still not satisfied, our claims adjuster has a responsibility, on his/her own initiative, to refer your claim to a higher instance at Europeiska ERV.

If you are still not satisfied you may contact any of the organisations outside Europeiska ERV, as follows:

RE-EXAMINATION OUTSIDE ERV

The National Board for Consumer Complaints

(Allmänna Reklamationsnämnden - ARN) The National Board for Consumer Complaints reviews complaints from private individuals, however, excluding matters that pertain to negligence in traffic accidents. Such reviews are free of charge.

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

Claims assessor

If you are not in agreement with us concerning the value of the damaged property, either of the parties can request an impartial valuation.

VARIOUS INDUSTRY BOARDS/COMMITTEES:

Committee for Insurance of Persons

(Personförsäkringsnämnden) The Committee for Insurance of Persons, in its function as a consumer advisory board, will undertake to provide pronouncements, at the request of the policyholder, in disputes between a policyholder and the insurance company in the area of health-, accident and life insurance.

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

Court of law

Even if your case has been reviewed by any of the above mentioned instances, you may appeal to a court of law. Assistance with costs connected with a court hearing can be obtained from:

- State legal aid which, in certain instances, can provide means-tested contribution to litigation costs, or
- 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.

ADVISORY SERVICES OUTSIDE ERV

The Swedish Consumers' Insurance Bureau

(Konsumenternas Försäkringsbyrå) The Swedish Consumers' Insurance Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority, and the Swedish Consumer Agency. The principal function of the Bureau is to provide advisory services and assistance for private individuals (consumers) and certain business organisations, free of charge, concerning different insurance matters.

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

