

# Business Visitor Insurance - Annual Terms and conditions nr. 40501

Valid from April 4th, 2024

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# Contact information

## Do you have questions about insurance?


Many answers can be found at [erv.se](http://erv.se).  
You are also welcome to contact our corporate support.


## Corporate support

Telephone/email:  
Monday - Friday

Opening hours at [www.erv.se](http://www.erv.se)

[www.erv.se/foretag](http://www.erv.se/foretag)

 +46 770 457 970


 [corporate@erv.se](mailto:corporate@erv.se)


## In case of emergency

Always contact our assistance company  
Europeiska ERV Alarm.

## Europeiska ERV Alarm (in case of emergency)

Open 24/7/365

 +46 770 456 920

 [erv-alarm@euro-center.se](mailto:erv-alarm@euro-center.se)

## Do you want to make a claim or have questions about a claim?


You can make your claim online at [erv.se](http://erv.se). If you need help to register your claim, or have questions about an ongoing claim, please contact our claims department.


## Claims department

Telephone/email:  
Monday - Friday

Opening hours at [erv.se](http://erv.se)

[www.erv.se/en/corporate/make-a-claim-corporate/](http://www.erv.se/en/corporate/make-a-claim-corporate/)

 +46 770 456 917

 [corporateclaims@erv.se](mailto:corporateclaims@erv.se)

# Introduction

## Consider this when you read the Terms and conditions:

1. The terms and conditions should be read together with the insurance policy, which together constitute the insurance contract.
2. If special conditions apply for your insurance this will be stated in the insurance policy.
3. Limitations, exclusions and precautions/*security directives* are marked in grey.
4. All words in *italics* are defined at the end of the insurance conditions.

These terms and conditions were elaborated in Swedish and subsequently translated into English. In the event of discrepancies between the Swedish and the English versions, the original Swedish version will prevail.

## Insurance provider for this insurance

Europæiske Rejseforsikring A/S, CVR-nr 62 94 05 14, through Europeiska ERV Filial, org. no. 516410-9208, hereinafter called Europeiska ERV.

Hantverkargatan 11B  
112 21 Stockholm  
Phone: +46 (0) 770 456 900

Supervisory authority is the Danish Finanstilsynet.

These insurance policy conditions contain a number of *security directives*, standards of care, exclusions and limitations for the respective categories of insurance coverage. In case you do not follow these directives, compensation may be reduced or denied.

### **A** Who can take out the insurance

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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.

#### **Limitation**

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

### **B** Who can be insured

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The insurance applies – unless otherwise agreed – for foreign citizens named in the insurance document temporarily visiting Sweden. The persons who are covered by the insurance and who are stated in the insurance policy are hereinafter referred to as “you” or “the insured”.

### **C** When the insurance applies

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The insurance applies when you have *passed security control at the airport* for direct travel to Sweden and ceases to apply when you have *passed security control at the airport* for departure from Sweden.

### **D** Where the insurance applies

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The geographical scope of the insurance is, unless otherwise agreed, Sweden. When a travel starts from Sweden the insurance also applies in other Schengen countries.

### **E** Travel to war zones

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The insurance does not apply in a war zone.

# 1. Illness and injury

## 1.1 What is covered

### Coverage in case of illness and injury

In case of *illness* compensation is paid for up to 60 days from the day of the first visit to a physician. In case of injury compensation is paid for up to 60 days from the accident.

You should be able to verify that the *illness/injury* occurred during travel or stay in Sweden or other Schengen country.

### Limitation

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.

### 1.1.A Emergency / Unforeseen illness and injury

Unless otherwise stated the insurance covers *reasonable and necessary costs* for unforeseen illness or injury occurred during travel or stay in Sweden or other Schengen country:

- a) Treatment of *emergency/unforeseen illness and injury*;
- b) Admission to hospital food and other associated hospital services;
- c) Medication prescribed by the treating *physician*.
- d) Ambulance or similar patient transport to the nearest suitable place of treatment;
- e) Transfer to the nearest suitable place of treatment if Europeiska ERV deems such medical transport to be necessary and advisable as a result of lack of necessary treatment possibilities at the present place of treatment;
- f) Treatment and assistive devices prescribed by the treating physician for healing effect;
- g) Catching up with your *original fixed itinerary*, outside the borders of your *country of residence*, at maximum the same class of travel as the original journey, if, because of acute *illness* or injury, you have not been able to follow your originally *fixed itinerary* due to *unforeseen illness or injury*;
- h) The insurance covers additional expenses verified with receipts in case of hospitalisation abroad at up to SEK 600 per day for a maximum of 60 days.

### Precautions/Security directives

- The insurance covers both private and public medical care.
- The initial medical contact must be made during travel or stay in Sweden or other Schengen country.
- The *treating physician* at the *destination* must be licensed, qualified and impartial.
- Europeiska ERV reserves the right to arrange for your *re-*

*patriation* to your *country of residence* and/or to move you to another hospital, including transfer to another country for continued suitable treatment.

### Documentation in the event of a claim

- Medical record or certificate from the treating *physician* at the *destination*, which states the diagnosis, treatment and the costs;
- Receipts for expenses you have incurred.

### 1.1.B Pregnancy and childbirth

The insurance covers unexpected illness or complications for the mother/fetus arising out of pregnancy or birth, if the conditions for coverage are otherwise fulfilled. The insurance also covers treatment of a child born prematurely. i.e. before the 37th week of pregnancy (36+6)..

### 1.1.C Psychologist or psychiatrist

Consultation with a psychologist or psychiatrist in cases where you have witnessed, or where you have been subject to a traumatic event during travel or stay in Sweden or other Schengen country.. It is a condition that the treatment is approved by Europeiska ERV.

### Maximum cover

The maximum amount is SEK 25,000 per insured, per claim.

### 1.1.D Local travel costs

The insurance covers *reasonable and necessary additional costs* for local travel costs in connection with medical care and/or treatment. If you travel by private car we will reimburse up to the 1.85 SEK per kilometre.

### 1.1.E Expenses for food and accommodation

The insurance covers *additional reasonable and necessary additional costs* for food and accommodation in case:

- you can be treated as an *outpatient* instead of an inpatient;
- Your stay is prolonged beyond your period of travel due to hospitalisation or unforeseen *illness* or injury for a maximum of 60 days.

### 1.1.F Emergency dental treatment

The insurance covers *reasonable and necessary costs* for urgent and pain-relieving *dental treatment* in Sweden or other Schengen country which is necessary due to acute toothache.

It is a requirement that the treating dentist is licensed in the country where you are treated.

### Limitations/Exclusions

- a) The insurance does not pay for dental treatment where the need for treatment in all likelihood already existed. before *passing the security control at the airport* for direct travel to Sweden.
- b) The insurance also does not pay for the completion of treatment that has already begun in your *country of residence*.

## Documentation in the event of a claim

- Dental record or certificate from the treating dentist at the destination, in which treatment and expenditure are stated.

### 1.1.G Dental injury

In case of dental injury compensation is payable during a period of up to 60 days from the date of the accident. Dental injury due to chewing and biting are not regarded as accident. However, compensation is payable for acute temporary dental treatment following injury due to biting and chewing.

In the event of dental treatment due to *bodily injury* where, according to the *dentist*, the treatment must be postponed; this can be approved if the treatment starts within 3 years and has been concluded within 5 years from the time of the accident. If the treatment must be postponed due to the age of the insured, this can be carried out up to the time you reach 25 years of age.

#### Limitations/Exclusions

- a) The insurance does not pay for dental treatment where the need for treatment in all likelihood already existed before starting the *business trip*.
- b) The insurance also does not pay for the completion of treatment that has already begun in your *country of residence*

## Documentation in the event of a claim

- Dental record or certificate from the treating dentist at the destination, in which treatment and expenditure are stated.

### 1.1.H. Riskful activities

The insurance applies during participation in all activities under the supervision of an authorized instructor or guide.

## 1.2 General limitations/Exclusions

The insurance does not cover:

- a) Costs for medical treatment outside Sweden or other Schengen country. However costs for repatriation is compensated.
- b) Expenses incurred because a ship or aircraft was required to alter its travel route due to your state of health;
- c) Direct or indirect costs arising in connection with pregnancy or birth from the 37<sup>th</sup> week of pregnancy (37+0), medically foreseeable assistance during delivery and any complications thereof, for instance planned Caesarean section, labor induction, epidural etc.
- d) Spa or recreational treatments;
- e) Hospital treatment and admission when Europeiska ERV has made the assessment that the treatment can wait until you have returned to your *country of residence*;
- f) Scheduled surgery and treatments and any complications thereof.
- g) Plastic surgery or cosmetic operations or the consequences thereof, unless it has been part of the treatment for a serious injury requiring urgent treatment and the treatment has been pre-approved by Europeiska ERV;
- h) Continued treatment and hospitalisation, if you refuse

*repatriation*, when Europeiska ERV has decided that you should be repatriated;

- i) Costs arising because you have not followed the instructions of the treating *physician* or Europeiska ERV;
- j) Substitution, replacement or repair of prosthetic devices, spectacles, contact lenses, hearing aids or other functional aids;
- k) If you have been advised not to commence the trip by a physician;
- l) Loss of income;
- m) For preventive health care, vaccinations, pregnancy checkups, normal dental care or orthodontics;
- n) When compensation can be paid from other sources, either by law, by statute, by convention, other insurance or by claim for *damages*.

The insurance does not cover costs regarding claim arising from participating in

- a) Motor sports (speed contests).
- b) Deep sea diving (deeper than 30 metres).
- c) Sports that include kicking and striking.
- d) Mountain climbing (mountain, rock and ice).
- e) Expeditions and other similar excursions.
- f) Sports or athletic competitions or training at elite level.

## 1.3 General Precautions/ Security directives

- a) The insurance covers *reasonable and customary expenses* for *medically necessary*, scientifically recognised medical treatment for purposes of the healing process of acute medical conditions covered by the insurance. Treatment must be carried out by a qualified *physician* or a qualified medical practitioner to whom the *insured* has been referred by a qualified physician.
- b) After assessment by Europeiska ERV/Europeiska ERV's alarm centre's *physician*, Europeiska ERV has the right to demand that you return to your *country of residence* for continued treatment.
- c) All medical care shall be prescribed by the attending physician / dentist in the place where illness / accidental injury occurs during an ongoing travel or stay in Sweden or other Schengen country.
- d) 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.
- e) All expenses must be substantiated by presentation of receipts, medical certificates, or similar certification.
- f) The attending physician / dentist who also issues any medical certificate, must be duly qualified and impartial.
- g) The insurance applies in respect of normal alcohol consumption. You should have such control over your behaviour not to expose yourself to increased risk of injury.

If you do not follow the stated *Precautions / Security directives*, the compensation may be reduced or denied entirely.

## 2. Repatriation

It is a requirement that the claim is covered under section 1. Illness and injury

### 2.1 What the insurance covers

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- The insurance covers *reasonable and necessary additional costs* for:
  - *Repatriation* to your *place of residence* or to a hospital in your *country of residence* in case of illness or injury.
  - *Repatriation* of your remains in the event of your death to an undertaker in your *country of residence*, including the costs of fulfilling any obligation required by law.
  - Return of your ordinary luggage in the event you had to leave behind due to *repatriation*.

#### 2.1.1 Maximum cover

The maximum amount is *reasonable and necessary costs*, unless otherwise stated.

#### 2.1.2 Limitations/Exclusions

Europeiska ERV's medical advisor will assess, after contact with the treating physician, whether *repatriation* is medically necessary and reasonable. Based on the medical assessment of your condition Europeiska ERV will determine suitable means of transport.

Europeiska ERV, our assistance company's physicians or our medical advisors have the right to request your *return to your country of residence* for continued medical treatment.

The insurance does not cover:

- a) *Repatriation* by air ambulance if Europeiska ERV's medical advisor assesses that transport can take place in another, medically safe manner;
- b) Transport arranged by you or others, if Europeiska ERV's medical advisor assesses that this means of transport is not medically necessary and reasonable;
- c) *Repatriation* because of your worries about contamination risks;
- d) Expenses for *repatriation* arranged by you which would not have incurred if Europeiska ERV had arranged the transport.

#### 2.1.3 Precautions/Security directives

Europeiska ERV is not liable for delays or restrictions in connection with the transport due to weather, mechanical problems, restrictions or constraints by the authorities or from the pilot or other circumstances beyond Europeiska ERV's ability to influence.

#### 2.1.4 Documentation in the event of a claim

- Medical certificate, copy of medical record or other documentation for *illness* or injury from the treating *physician* or the hospital at the *destination*; information on diagnosis and treatment must be stated;
- *Travel documents* or other travel information;
- Death certificate.

### 2.2 Funeral expenses abroad

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It is a requirement that the cause of death is covered under section 1. Illness and injury.

#### 2.2.1 What the insurance covers

If you die abroad the insurance covers *reasonable and necessary expenses* for cremation and / or burial in Sweden or other Shengen country if your *relatives* so wish.

#### 2.2.2 Maximum compensation

The coverage is limited to the equivalent *reasonable and necessary cost* of returning a coffin to your *country of residence*.

#### 2.2.3 Documentation in the event of a claim

- Medical certificate, copy of medical record or other documentation for illness or injury from the treating physician or the hospital at the *destination*; information on diagnosis and treatment must be stated;
- Death certificate;
- Receipts for expenses incurred.

## 3. Escorting and summoning

In order to be covered it is a requirement that the claim is covered under 1. Illness or injury or 2. Repatriation.

The insurance applies if you for medical reasons must be escorted or if a relative must be summoned to you due to emergency/life threatening illness, injury or death.

### 3.1 Escort

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#### 3.1.1 What the insurance covers

The insurance covers up to two (2) persons either to be summoned or as an escort of your own choice who can accompany you in case:

- you are expected to be hospitalised for at least three (3) days due to illness or injury;
- you are hospitalised due to life-threatening illness/injury;
- of your death;
- you have to be *repatriated*;
- you cannot follow the original *fixed itinerary*.

The escorting person should be a person already present at your location or a summoned person according to section 3.2. Summoning.

The insurance covers *reasonable and necessary additional costs* for:

- Transport up to the same standard as you, however not by air ambulance;
- *Homebound travel* of the person(s) escorting you to the latter's *country of residence* up to the standard of economy class when you have arrived at your residence or at the hospital in your *country of residence*;
- Accommodation, meals and local transport up to a daily limit of SEK 2,000 per escorting person
- Issuing or extension of visa for the escorting person(s).

### 3.2 Summoning

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#### 3.2.1 What the insurance covers

The insurance covers up to two (2) persons of your own choice in case:

- You are expected to be hospitalised for at least 3 days due to illness or injury;
- You are admitted due to a life-threatening illness or have been the subject of a life-threatening injury;
- of your death.

The insurance covers *reasonable and necessary additional costs* for a maximum of 60 days for:

- Outbound and homebound transport from the summoned person's place of residence out to your *destination*; if travel takes place by private car we will compensate 1.85 SEK per kilometre.
- Accommodation, meals and local transport up to a daily limit of SEK 2,000 per escorting person(s).

- Expenditure on issuing or extension of visa for the summoned person(s).

This travel insurance applies during for the summoned persons during the period of summoning.

### 3.3 Maximum compensation

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The maximum compensation is *reasonable and necessary expenses* otherwise specifically stated above.

### 3.4 Limitations/Exclusions

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For section 3.1. Escort and section 3.2 Summoning the insurance covers a maximum of two (2) persons in total even if both sections apply.

The insurance does not cover:

- a) Summoning if you are repatriated within 24 hours from the summoned person's departure from his/her place of residence;
- b) Summoning after you have been discharged from hospital;

### 3.5 Precautions/Security directives

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Expenses for escort and summoning must be pre-approved by Europeiska ERV.

Pre-approval from the alarm centre is required for escort and summoning due to expected hospitalisation for 3 days due to illness or injury.

### 3.6 Documentation in the event of a claim

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- Receipts for expenses for accommodation, food, local transports and visa.
- Transport expenses.

# 4. Personal accident - disability and death

## 4.1 Disability due to accidental injury

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### 4.1.1 What the insurance covers

Compensation is payable in the event of accident that lead to permanent *medical or economic disability*.

The insurance also covers consultations with a psychologist or psychiatrist in Sweden after being informed that the accidental injury will cause medical disability of at least 30 %. The maximum compensation is SEK 25, 000.

### 4.1.2 Compensation in the event of medical disability caused by accident

Determination of the degree of *medical disability* is based on such injuries and symptoms that have been caused by the accident and that can be ascertained objectively.

Assessment of disability is performed regardless of the degree of reduction of the injured person's working capacity due to the consequences of the accidental injury. If a limb that has been lost can be replaced by prosthesis, the degree of disability will be assessed in consideration of the functionality of such prosthesis.

Europeiska ERV determines the degree of *medical disability* in accordance with common statistical tables established within the Swedish insurance industry. The calculation is based on the table that was valid at the time when the accident occurred.

If several parts of the body have been injured in one and the same *accident*, the maximum amount of compensation that will be paid will be based on an estimated degree of disability of 99%, which is equivalent to complete disability.

### 4.1.3 Disability benefit

Compensation will be paid in such proportion of the insurance amount that corresponds to the degree of *disability* at your age at the time when the accident occurred.

Entitlement to *disability* benefit arises if the accidental injury leads to *disability* within three (3) years after the *accident*, and at least 12 months have passed since occurrence of the accident.

*Disability* benefit 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.

In the event of death as a consequence of an injury, the final settlement shall be made through payment of a lump sum that corresponds to the degree of *medical disability* that prevailed prior to death.

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

### 4.1.4 Maximum compensation

The maximum compensation is SEK 500,000 per insured.

### 4.1.5 Limitations/Exclusions

For persons over the age of 65, compensation for disability is covered up to 50% of the sum insured specified in the insurance policy.

## 4.2 Death due to accidental injury

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The right to compensation in the case of death exists if the *bodily injury* causes your death within three (3) years of the *bodily injury*. Compensation is paid with the insurance amount for death.

If compensation for permanent disability has already been paid for the same *bodily injury* by Europeiska ERV or if entitlement to such compensation exists but it has not yet been paid out the disability compensation will be deducted from the death compensation.

### Maximum compensation

The maximum compensation is SEK 500,000 per insured.

### 4.2.1 Limitations/Exclusions

For persons over the age of 65, compensation for death is covered up to 50% of the sum insured specified in the insurance policy.

For persons under the age of 18, the maximum compensation for death is SEK 50 000.

### 4.2.2 Beneficiaries

Unless Europeiska ERV has been notified otherwise in writing, the beneficiaries are: your spouse/partner/registered partner and children, or, if there are no such relatives, the legal heirs.

## 4.3 Precautions/Security directives

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The insurance applies in respect of normal alcohol consumption. You should have such control over your behaviour not to expose yourself to increased risk of injury. In case you do not follow these directives, compensation may be reduced or denied.

## 4.4 General exclusions

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The insurance does not cover injuries arising from participating in

- Motor sports (speed contests).
- Deep sea diving (deeper than 30 metres).
- Sports that include kicking and striking.



- d) Mountain climbing (mountain, rock and ice).
- e) Expeditions and other similar excursions.
- f) Sports or athletic competitions or training at elite level.

The following are not classified as accidents:

- a) Injury due to infection caused by bacteria, virus or other infectious substances
- b) Injury caused through the use of pharmaceuticals, surgery, treatment or medical examination not resulting from the accidental injury covered under this insurance
- c) Suicide or attempted suicide
- d) Such condition which – even if the condition has been ascertained after an accident – in the opinion of medical experts cannot be deemed to be due to the accident, but rather due to an illness, deformity, or pathological changes. If it can be assumed that the bodily defect has aggravated the consequences of the accidental injury, compensation is payable only for such consequences that have occurred regardless of the bodily defect, and that are due solely to the accidental injury.

Nor is compensation paid for claim for accidental injury which in a conclusive manner has been caused by the insured being under the influence of narcotic substances, barbiturates or abuse of medication.

#### 4.5 Documentation in the event of a claim

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- Information on name and address of treating physician/hospital in Sweden or other Schengen country.
- Copy of doctor's report or medical record from the time of the *bodily injury*;
- Police report, in case one has been filed;
- Relevant medical and health-related information;
- Death certificate;

# 5. Personal liability and legal expenses coverage

## 5.1 Private liability

### 5.1.1 What the insurance covers

The insurance covers the situation when you as a private individual become liable for compensation to a third party for personal injuries or *damage* to property under the statutory provisions on non-contractual liability in the country where the incident has occurred. The incident must have been caused by you during travel or stay in Sweden or other Schengen country.

The insurance covers:

- a) *Reasonable and customary costs* incurred when determining liability and the extent of compensation.
- b) Amounts you become liable for, according to the applicable and statutory provisions on non-contractual liability, of the country where the incident/accident occurred;
- c) *Damage* to rented accommodation/hotel room and contents.

Expenses are paid upon approval and in consultation with Europeiska ERV.

Europeiska ERV's undertakings:

In case you may be held liable to pay compensation for *damages* under this cover, Europeiska ERV has the right and obligation, on your behalf, to:

- Investigate whether you according to the legislation on your destination are liable for damages.
- Negotiate with the party claiming damages;
- Plead your case in court or arbitration proceedings.

You cannot with binding effect for Europeiska ERV, wholly or partially, acknowledge liability in respect of the loss, *damage* or injury caused by you.

### 5.1.2 Maximum compensation

Personal injury: SEK 2,000,000 per insured, per trip;  
Damage to property: SEK 2,000,000 per insured, per trip;

Regardless of whether one and the same claim event causes both personal injury and property damage, the maximum amount of compensation is SEK 2,000,000 per claim event.

The maximum amount for which Europeiska ERV can be liable to pay compensation for one claim event is SEK 2,000,000 totally, even if several insured are liable to pay *damages* and even though the event is covered by one or more policies taken out with Europeiska ERV.

If you are liable to pay *damages* for injury to a person domiciled in Sweden, the amount of compensation that will be paid from this insurance will be limited to a reasonable compensation for such personal injury in accordance with Swedish law.

### 5.1.3 Limitations/Exclusions

The liability cover does not apply to:

- a) Claims arising out of incidental contracts (with the exception of section 6.1.1.c regarding rented accommodation/hotel room and contents);
- b) Claims arising in connection with your occupation or work;
- c) Pure economic loss, i.e. a loss occurred that have no connection to personal injury or damage to property;
- d) Loss, damage or injury for which you have assumed liability, which is over and above the statutory provisions governing non-contractual liability;
- e) Damage/injury that you have inflicted on a *close relative*;
- f) Loss of or damage to property that you have rented, leased, borrowed, manufactured, processed, repaired, stored or have temporarily had in your possession (with the exception of section 6.1.1.c on rented accommodation/hotel room and contents);
- g) Loss, damage or injury resulting from wear and tear, gross negligence or a deliberate malicious act;
- h) Loss, damage or injury caused by animals;
- i) Claims arising as a consequence of you having transmitted disease to another person by infection or in a similar way;
- j) Loss or damage for which you may be held liable as the owner of property, or apartment, or as the owner of leasehold rights;
- k) Liability for damage caused while using motor vehicles, caravans, trailers or *aircraft*, paragliders, hang-gliders or other similar craft. The exclusion does not, however, apply to electric wheelchairs;
- l) Liability for damage caused while using marine craft more than 3 metres in length with sail or engine or marine craft less than 3 metres in length with engine power exceeding 3HP.
- m) Damages occurring in connection with you having wilfully committed a criminal act;
- n) Fines or similar demands imposed on you;
- o) Random accidents
- p) Nuclear damage;
- q) Damage which is directly or indirectly due to, or the course of which is related to, war, war-like events, civil war or revolution;
- r) Expenses incurred because a ship or *aircraft* was required to alter its travel route due to your state of health;
- s) Damage you have caused to another person covered by this insurance.
- t) Costs and / or liability arising as a result of you not following your doctors / midwife's advice or the regulations of the airline.

### 5.1.4 Precautions/Security directives

Claims for which Europeiska ERV may be liable to pay compensation must be reported to Europeiska ERV without delay.

### 5.1.5 Obligation to provide information

You have an obligation to submit to Europeiska ERV, without delay, relevant documents and other information that may be significant for the assessment of a claim. If you deliberately withhold or conceal any information which is of significance for the assessment of the claim, the insurance will cease to apply.

### 5.1.6 Obligation to take appropriate measures

You have a duty, to the best of your ability, to avert imminent damages or to endeavour to limit damages which have already occurred.

This means, amongst other things, that:

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

### 5.1.7 Summons and legal counsel

If you are summoned to appear before a court or are advised that such summons is forthcoming, this must be reported to Europeiska ERV immediately. If you fail to comply with these obligations, a court order regarding liability to pay compensation cannot be referred to Europeiska ERV, nor will litigation or arbitration court costs be compensated.

### 5.1.8 Settlement out of court

If Europeiska ERV so wishes, you are obliged to cooperate in negotiations to reach an out-of-court settlement 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 expenses or claims or from obligations to carry out a further investigation.

If you, without Europeiska ERV's prior consent, assume liability for damages, endorse claims for compensation, or pay compensation, Europeiska ERV is free of all obligations.

### 5.1.9 Penalty interest

Europeiska ERV will not pay any interest incurred because of delay by you to meet your obligation under the provisions of these insurance terms and conditions.

### 5.1.10 Documentation in the event of a claim

- Police report, confirmation of police report or damage report;
- Name and contact details for all involved persons;
- Original receipts for repair;
- Travel document or other documents showing the destination, travel dates and purpose of the trip.

## 5.2 Legal expenses

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### 5.2.1 What the insurance covers

The insurance applies to specific and ongoing legal disputes arising during your stay in Sweden or other Schengen country which could be brought before a county court, or equivalent court / panel or which, after trial in such a court, can be tried by the courts of appeal of the Swedish Su-

preme Court or equivalent court(s) abroad.

The insurance covers *reasonable and necessary costs* for:

- a. Your own and a counterparty's legal fees which you may be instructed to pay after dispute has been tried at one of the courts stated above.
- b. Legal costs that are incurred in the event of a settlement during legal proceedings, which you have undertaken to pay the opposite party, on the condition that it is evident that the court would have instructed you to pay legal costs amounting to a greater sum if the dispute had been tried.
- c. Expert reports.
- d. Unilaterally obtained specialist reports.

The insurance also covers reasonable and necessary travel expenses as a result of being summoned as a witness or for testimonial in a court in Sweden or other Schengen country.

### 5.2.2 Choice of representative

In order for compensation to be paid, you must engage an appropriate legal representative taking into consideration your domicile, the location where the dispute will be tried as well as the nature and extent of the dispute, and:

- a) who is a member of a national Bar Association, 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.

In case of a dispute that is to be tried outside Sweden the legal representative must be approved by Europeiska ERV.

### 5.2.3 Maximum compensation

The maximum sum insured per person, per trip is SEK 250,000.

There is an excess of 10 % of total claim costs, subject, however, to a minimum of SEK 2,500. There is no excess if the economic conditions for legal aid in the country in which the case is instituted are met. If an appeal is lodged, the excess applies to every instance.

#### 5.2.4 Limitations/Exclusions

The insurance does not cover:

- a) Civil-law disputes between you and the travel agency, trip organiser, transport provider or Europeiska ERV/Europeiska Rejseforsikring;
- b) Legal disputes which are directly or indirectly related to the execution of your profession, including work placements matters;
- c) Family and inheritance matters;
- d) Criminal cases;
- e) Damage for which you may be held liable as the owner, user or driver of motor vehicles, caravans, trailers, *aircraft*, paragliders, hang-gliders or similar craft.

Note: Legal expenses coverage does, however, apply for the insured as driver or user of a motor vehicle, caravan or other trailer, motor boat or sail boat which the insured has temporarily borrowed or leased in Sweden or other Schengen country

- f) 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.

#### 5.2.5 Documentation in the event of a claim

- Notification to Europeiska ERV, submitted by you or your attorney, as soon as the attorney has taken on the case, and before further steps are taken;
- Identification of and information on the counterparty;
- Allegation(s) made in the case;
- Brief presentation of the case specifying the allegations on which the case can be supported;
- Information on estimated expenses;
- Any further information relevant to the case.

# OPTIONAL COVERS

## 6. Luggage cover

### 6.1 What the insurance covers

- The insurance covers theft, damage and loss of your luggage. The damage must be due to sudden and unforeseen events.

#### 6.1.1 Personal and company property

The insurance covers personal and company property intended for use during the *business trip*, which you take with you or buy on the *business trip*, including rented or borrowed objects, as well as gifts.

Maximum compensation is SEK 20,000 or is stated in the insurance policy. Maximum 50% of the stated amount refers to *theft-prone* property.

#### 6.1.2 Cash, credit cards, travel documents and keys

- Cash is covered up to SEK 5,000 per person per claim.
- *Travel documents* are covered up to SEK 30,000 per person, per claim.

The insurance also covers verified *reasonable and necessary additional costs* which are directly related to a covered claim, for example expenses for:

- Cancelling debit cards or credit cards, or travel expenses incurred in connection with submitting a police report or similar, up to a total of SEK 5,000 per person per claim;

### 6.2 Valuation and payment of compensation

The insurance covers the direct financial loss corresponding to the replacement price which applied prior to the insurance

incident. This means the amount of compensation can be affected by the age, wear and tear, usefulness and modernity of the item.

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

- Sentimental value;
- Loss of earnings;
- Value of the work you yourself have invested in the production of photographs, films, recordings, computer programs, models and similar items, or the value of your own work and efforts in connection with a claim;
- Losses that may arise from the use of debit cards/credit cards, telephone/SIM cards or similar, cheques and use of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

In the specific situation Europeiska ERV's decides whether the form of compensation is cash payment or a new, a used or a repaired object. Europeiska ERV may also decide how any purchase or repair shall take place.

When compensation is paid for objects they become the property of Europeiska ERV. If replaced objects are recovered, you must contact and return the refunded object to Europeiska ERV or refund the amount of compensation that was received.

#### 6.2.1 VALUATION TABLE

Deduction for age, calculated from the purchase date in % of the new price. The deduction does not exceed 80% if the property was in working order at the time of the claim event.

| Item  | 1 year   | 2 years | 3 years | 4 years | 5 years |
|---|--|---------|---------|---------|---------|
| Glasses   | 0 %  | 0 %     | 20 %    | 40 %    | 50 %    |
| Bicycles  | 0 %  | 0 %     | 30 %    | 40 %    | 50 %    |
| Tools, electronic instruments and measuring devices                             | 0 %  | 20 %    | 30 %    | 40 %    | 50 %    |
| Mobile phones/ Laptops/computers/tablets/GPS /accessories                       | 0 %  | 30 %    | 50 %    | 60 %    | 80 %    |
| Videos/video cameras, Cameras/accessories, Radios/TVs/stereo systems            | 0 %  | 30 %    | 50 %    | 60 %    | 80 %    |
| Clothes and similar items   | 0 %  | 0 %     | 20 %    | 40 %    | 50 %    |
| Watches < SEK 5,000   | 0 %  | 0 %     | 20 %    | 40 %    | 50 %    |
| Watches > SEK 5,000   | Valued at <i>market value</i>                                      |         |         |         |         |
| Leather jackets/Furs over SEK 10,000  | Valued at <i>market value</i>                                      |         |         |         |         |
| Gold/jewellery  | Valued at market value, however up to max. 50 % of the sum insured |         |         |         |         |
| Books/antiques  | Valued at <i>market value</i>                                      |         |         |         |         |
| Photographs/videos/tapes/similar digital recordings/manuscripts, drawings, etc. | Compensation is paid for the replacement cost of the raw materials |         |         |         |         |
| Make-up/toiletries  | Compensation of 50 % is paid if the packaging has been opened      |         |         |         |         |

### 6.3 Maximum compensation

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The sum insured is stated under 5.1 and applies unless otherwise stated in the insurance policy.

### 6.4 Limitations/Exclusions

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The insurance does not cover:

- a) Goods intended for sale or processing, sample collections, samples of merchandise, advertising gifts and articles, or similar;
- b) Stamps, coins and bank notes of value to collectors, manuscripts, drawings or valuable documents;
- c) Animals;
- d) Motor vehicles, caravans, trailers, aircraft, parachutes, hang-gliders, yachts and motor boats or other similar conveyances. The insurance does not apply to parts or accessories for the above-mentioned vehicles and water crafts.

Compensation is not payable for:

- e) Superficial *damage*, such as scratches or similar *damage* that do not reduce the value of utility;
- f) Money, *travel documents* and documents of value which are left behind, lost or mislaid, are handed over for transport or check-in or entrusted to the care of others, who are not under your supervision and control;
- g) *Theft-prone property* and *particularly valuable property* left behind in a motor vehicle parked overnight (overnight parking comprises the hours between 22:00 and 06:00);
- h) Expenses that can be reimbursed by another party under law, other provisions, conventions, insurance or compensation claims;
- i) Property belonging to the *company* is covered by this insurance only if compensation cannot be obtained through other insurance or contract.

### 6.5 Precautions/Security directives

In order to qualify for full compensation, you must handle your property with due care so that theft and damage can be prevented as far as possible, and you must be able to document your claims with receipts/documents demonstrating the value of the lost/damaged items. It is important to note that *theft-prone property*, delicate or *particularly valuable property* 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 or temporary residence should not be left unlocked, 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 in a safe deposit box, suitcase, cabinet, drawer, or

similar, when you leave your temporary residence;

- *Theft-prone property* must not be left unattended or kept in luggage that is checked in without being under your immediate control and supervision;
- *Particularly valuable property* may not be left in a motor vehicle;
- The insurance does not apply in respect of property that the *insured*, prior to departure from the *residence* or the workplace or when returning to any one of these places, leaves in a motor vehicle for longer time than is normally required for immediate loading or unloading.
- *Particularly valuable property* must, wherever possible, be carried in hand luggage or be checked in separately subject to special precautions;
- Bottles or other liquid containers, except for cosmetics and toiletries, must not be placed in checked-in luggage;

Failure to meet these requirements to exercise standards of care may result in reduced or no compensation. The amount by which the compensation is reduced depends on the circumstances, amongst other things the degree of negligence and its significance to the claim and the value of the item of property.

### 6.6 Documentation in the event of a claim

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- Police report from local authorities in the event of theft or loss;
- P.I.R. (Property Irregularity Report) from the airline or report from other carrier if your luggage has been damaged or lost while it was in the airline's /carrier's custody;
- Receipts, warranties or similar documenting the age and value of the property.

# 7. Common terms and conditions of the contract

## 7.1 Term and renewal of the insurance contract

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The period of insurance is deemed to commence at 00.00 hours, on the commencement date, and will be in force for one year, unless stated otherwise 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. At expiry of the term of insurance, the insurance contract will be renewed when the policyholder has made payment of the renewal premium of which the policyholder has received written notification from Europeiska ERV. If either party does not wish to renew the insurance contract, the other party must be notified accordingly at the latest 30 days before expiry of the term of insurance. If such notification has not been submitted, the insurance contract will be extended for a further year.

If a higher premium amount, or amended conditions will apply for the new policy, Europeiska ERV will give due notification thereof at the latest at the time of sending out the premium renewal notice. The policyholder will subsequently have the right, at the latest 14 days after the premium renewal notice has been sent out, to cancel the insurance contract to expire at the expiry of the term of insurance or, if the insurance contract has been renewed, with immediate effect.

## 7.2 Cancellation and amendment of insurance conditions

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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 as-

sumed 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 incompliant, 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.

Cancellation must be notified in writing, with 14 days notification, calculated from the date when Europeiska ERV sent out such notification.

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 14 days after the day when it was sent out.

## 7.3 Payment of premium

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### 7.3.1 The first premium

The premium must be paid in advance, unless otherwise agreed with 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.

### 7.3.2 Renewal premium

The renewal premium must be paid at the latest on the commencement date of the renewed insurance. However, it shall not be necessary to pay the premium earlier than 1 month after the date when Europeiska ERV sent out the premium notification. If payment of premium is not made within the specified period, the insurance will be cancelled.

If the premium is paid later, the insurance will come into force again, and Europeiska ERV's liability will not come into effect until the day after payment has been made.

### 7.3.3 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 con-

cerning payment of first premium shall apply also in respect of the supplementary premium.

#### 7.3.4 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 7.3.5, 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.

### 7.4 Disclosure and increased risk

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An individual who wishes to take out Corporate Travel 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 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's 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 ERV's 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.

#### 7.4.1 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.

#### 7.4.2 Accumulated risk in connection with group travel

The policyholder must inform Europeiska ERV, at the latest 14 days before the day that travel by boat, train, bus or aircraft is commenced, concerning each journey where several insured persons participate, and where the accumulated insurance amount in the event of death exceeds MSEK 100.

- 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.

#### Common limitation for 7.4.2

Maximum compensation for accumulated risk claims is MSEK 200.

### 7.5 Aviation accident

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In the event of an *accident* during a flight, compensation is only payable if you were 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.

### 7.6 Nuclear damages

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*Accidents*, whose origin and proportion are connected with nuclear process or radioactive disintegration, are included under this insurance only provided that the nuclear pro-



cess or the radioactive disintegration are not in any way associated with military manoeuvres in which the insured participates.

### 7.6.1 Limitations

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

## 7.7 War damages

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The insurance does not apply for damages connected to war, warlike conditions, civil commotion, revolution or riots. However, the insurance applies if you are situated in the affected area at the time of the outbreak and the damage occurs within 14 days of the outbreak of the unrest. The insured must not participate in the warlike events or act as a reporter or similar

## 7.8 Rescue obligation

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When an insurance incident occurs, or imminently threatens to occur, you must take action, to the best of your 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 you wilfully omitted to fulfil your duty in accordance with the provisions stated under the first paragraph, compensation may be reduced, as far as you are personally concerned, in accordance with what is reasonable in consideration of your situation and the general circumstances.

The same will apply if you have neglected your duties, knowing that this entails a considerable risk for the occurrence of damages, or otherwise through gross negligence.

## 7.9 Action in the event of claim

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(also see item 8. Notification of claim)

### 7.9.1 Rules governing claims settlement

Damages must be reported to Europeiska ERV without delay, however, at the latest within six months after ascertainment of the damages.

If a claimant has neglected to follow the rules concerning the necessity to report insurance incidents to Europeiska ERV within 6 months, 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 you in the case of liability insurance have been as negligent as specified in the first sentence, the insurance company shall have the right to repossess from you 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.

You must be able to provide proof that the event occurred during the period that you were on a business trip.

You must be able to provide original receipts verifying any claim for compensation.

If you, or any other person who is claiming compensation from Europeiska ERV after the occurrence of an insurance incident, have intentionally or through gross negligence provided incorrect information or have 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.

### 7.9.2 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.

### 7.9.3 Failure to take action in the event of damages

If you do not fulfil your obligations, as defined above, the amount of compensation for damages may be reduced by way of a special deduction.

### 7.9.4 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 you and other persons who have suffered losses or damages.

Compensation for damages to which you are entitled, will be paid at the latest 1 month after you have reported the insurance incident and have 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.

### 7.9.5 Counter claim and repossession

Europeiska ERV takes over your 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, you abstain 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.

### 7.9.6 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.

## 7.10 Common exclusion

The insurance does not apply for:

- damages resulting from a criminal offense committed by the insured, his / her beneficiary or legitimate heir.
- damages that occur when the insured participates in war, warlike conditions, act of terror, revolution, civil commotion, riots or similar disturbances, or has assumed assignments connected therewith, in the capacity of reporter or similar.

Insurance cover, liability to pay any claim or provision of any benefit or service shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or Sweden that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America, insofar as those are not in contradiction to European or Swedish legislative provisions.

Furthermore, international sanctions may create obstacles for the insurance provider regarding delivery of the insurance services, including but not limited to, reimbursement of expenses the claimant and providing assistance may be hindered or become impossible. The insurance provider or any of its partners will in those situations offer the best suitable solution for the parties, taking the circumstances into consideration.

## 7.11 Double insurance

If the same risks are insured by several insurance companies, each insurance company shall have a liability toward you as if the company alone had provided insurance coverage. However, you are 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.

## 7.12 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.

## 7.13 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.

## 7.14 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.

## 7.15 Swedish Insurance Contracts Act

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

## 7.16 Personal data processing and disclosure of information

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

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

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

The address is:  
Europeiska ERV, Dataskyddsombudet,  
Hantverkargatan 11B  
112 21 Stockholm  
Sweden

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.

# 8. Notification of claim

## A claim for damages should be sent to:

Europeiska ERV  
Corporate Claims  
Hantverkargatan 11B  
112 21 Stockholm  
Sweden

Telephone: +46-(0)770-456 900  
Fax: +46-8-454 33 21  
E-mail: [corporateclaims@erv.se](mailto:corporateclaims@erv.se)

You can also make a claim on [www.erv.se](http://www.erv.se). The notification of claim should always include a written statement issued by the employer confirming the business trip and include the documentation stated under each insurance section.

## Recommended procedures if you are not satisfied with the claims settlement

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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.

However, if you are not satisfied with our claims settlement, you may have the claim re-examined.

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, you can have your case re-examined by Europeiska ERV's Customer Ombudsman; email: [kundambassaden@erv.se](mailto:kundambassaden@erv.se).

## Re-examination outside EUROPEISKA ERV

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### 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  
SE-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

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### The Board for Insurance of Persons

(Personförsäkringsnämnden)

The Board 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)  
SE-104 50 Stockholm  
Telephone: +46-8-522 787 20

### The Board for Bodily Injury

(Ansvarsförsäkringens Personskadenämnd)

The board reviews claims concerning bodily liability insurance excluding motor insurance.

Address:  
Box 24067  
(Karlavägen 108)  
SE-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
- Legal expenses coverage

## Advisory services outside EUROPEISKA ERV

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### 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)  
SE-104 51 Stockholm  
Telephone: +46-200-22 58 00

# Definitions

**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.

**Active participation in war:** Persons who are deployed by military authorities, including on peace-keeping missions, are regarded as active participants in war. Persons who directly or indirectly take part in military operations or war-like operations are regarded as active participants in war, irrespective of whether they wear a uniform. Anyone who delivers, transports or in some other way handles equipment, instruments, vehicles, weapons or other materiel intended for use in war by a party involved in hostile operations is regarded as an active participant in war. Persons who are sent out on a humanitarian mission are not regarded as being active participants in war.

**Acts of Terrorism:** 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.

**Acute deterioration** is a sudden and unexpected serious flare up of an existing state of health. When adjusting a claim it is taken into consideration if the state of health has been stable two (2) months before departure or if you have changed ongoing medication.

**Additional costs:** Expenses incurred by the insured exclusively as a consequence of a claim entitled to be covered. If the expenses would have incurred irrespective of the occurrence of the claim, they will not be regarded as additional costs.

**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)].

**Assault:** Event where one or more persons physically attack a person/persons, for example for robbery or rape.

**Bodily injury:** Accidental injury is a physical injury that you suffer involuntarily as a result of a sudden external event, external violence against the body.

**Business trip:** is travel or an assignment undertaken in the course of duty, on the instructions of the employer, unless specified otherwise in the insurance policy.

**Chronic condition** is a disease or an injury (including mental state) that meets at least one of the following criteria:

- has no known remedy, or recurs;
- leads to permanent functional impairment;
- is caused by physical changes that cannot be reversed;

- requires special training or rehabilitation;
- requires extended monitoring, checks and treatment

**Close colleague:** The insurer's immediate superior (the person to whom the insured refers) and the persons who report directly to the insured.

**Close relative:** Spouse, cohabiting partner, registered partner, partner living apart together, children, stepchildren, foster children, siblings, step-siblings, foster siblings, parents, parents-in-law, step-parents, foster parents, grandparents, grandchildren, children-in-law, brother-in-law and sister-in-law. The parents and siblings of cohabiting partners in these terms and conditions, parents-in-law, brother-in-law and sister-in-law.

**Closest relative** is spouse, partner, registered partner, partner living apart together, sibling or parents.

**Cohabiting partner:** A person with whom the insured cohabits under marriage-like conditions 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.

**Coma/comatose:** Unconsciousness continuing for more than one week.

**Country of residence:** is the country where you have your permanent residence, and are listed in the civil registry.

**Emergency/unforeseen illness or injury:** Sudden new illness and injury refers to a sudden and acute deterioration in a person's state of health.

**Employee** is a person who is permanently or temporarily employed (e.g. substitute, person employed on probation, person engaged on a special project or holiday worker) and is working on a regular basis for an employer at an agreed wage.

**Epidemics:** Rapid and uncontrollable spread of an infectious disease to a large number of people within a particular area and within a short period of time.

**Escort** Person who escorts you if you due to illness or injury for medical reasons need personal assistance.

**Event:** e.g. a training session, a course, admission tickets to a sports game, a concert or the like.

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

**Insured** is the person whose interests are insured against damages or loss, or on behalf of whom insurance has been taken out. You are covered by the insurance as long as you are employed.

# Definitions

**Kidnapping** Unlawful detention of the insured, including where a political demand or a demand for a ransom is presented.

**Luggage:** Belongings which you have brought with you on a trip, such as hand luggage or checked-in luggage. Belongings you have purchased and/or acquired on the trip are also covered.

**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 your 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.

**Medically necessary** refers to a treatment that is essential to identify and treat a medical condition, and is in accordance with generally accepted medical practice and professional standards of medical care in the medical community at the time. The treatment must be consistent with the patient's symptoms, diagnosis and underlying condition.

**Money** is negotiable coins and banknotes.

**Minimum Connection Time:** The transfer time the airline or airport state in their timetables as minimum requirement for change of flight. If you have not checked in to your final destination, one hour should be added to the official transfer time.

**Mountaineering/rock-climbing:** Climbing on rocks and ice with special equipment such as ropes, crampons and step-irons.

**Natural disaster:** A non-man-made catastrophic situation which unleashes natural forces, including earthquakes, volcanic eruptions, hurricanes/typhoons/cyclones, tropical storms, tornadoes, floods, tidal waves and tsunamis.

**Nordic region:** Comprises Denmark, Finland, Iceland, Norway and Sweden.

**Occurring at place of residence** Claim events such as fire, flood or break-in, requiring your personal and immediate attendance.

**Occurring at the workplace** Claim events such as fire or burglary affecting a substantial portion of the workplace, non-authorized collective walk-outs in the company, fraudulent acts committed by a person employed in the company and requiring your personal and immediate attendance for financial reasons.

**Outpatient** A patient who receives medical treatment without being admitted to a hospital.

**Particularly valuable property:** An object or several identical objects together, which without being theft prone property have a combined value of more than SEK 10 000.

**Passing the security control at the airport** is equivalent to other means of commencing your trip to/from Sweden, e.g. embarking on ferry, train or bus.

**Physician** Unless otherwise stated in these terms and conditions, the treating physician at the destination who must be qualified to perform the occupation and have a medical degree.

**Policyholder:** The company/association specified as policyholder 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.

**Political unrest:** Actions where local population or groups thereof actively attempt to influence those in power and/or authorities with a wish for system changes, often by violent means, which lead to physical intervention by those in power and/or authorities.

**Pre-existing medical condition** is every medical condition or associated condition that existed or previously required treatment, medication or advice from a physician or other medical staff or that was diagnosed or that you knew about or reasonably should have known about, whether a physician was consulted or not.

**Public transport:** Publicly available means of transport such as commercial airlines, commercial and/or public bus, train or ferry companies in scheduled operation.

**Reasonable and necessary:** costs which Europeiska ERV, when the actual circumstances are taken into account, can expect to be standard and customary at the location where the costs incurred.

**Regular workplace** is the stationary place where the daily work is conducted in the country of residence.

**Relative** is spouse / partner / registered partner, children, stepchildren, brothers / sisters, parents, grandparents, parents-in-law, grandchildren, brothers- / sisters-in-law,

**Repatriation:** Medically prescribed transport from the country of injury to the country of residence. Repatriation is undertaken either by air ambulance or ordinary scheduled or charter flight according to Europeiska ERV's assessment.

# Definitions

**Residence** is the place, in the country of residence, where the insured normally rests at night. Residence may also refer to temporary residence, e.g. country residence, overnight flat, or similar residence where the insured may temporarily rest at night.

**Return:** Homebound journey back to the country of residence.

**Risky activities** Sports, athletics, adventure, expeditions or other similar hazardous activity that is not considered to be exercise or leisure activity of normal extent and intensity.

**Security directives:** Instructions concerning certain procedures or provisions that are intended to prevent or limit damages or concerning specific qualifications of the insured.

**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 comprises:**

- Antiques and works of art and genuine (hand-made/oriental) carpets, clocks, furs and clothing of fur;
- Apparatus/equipment/instruments (including accessories and software for such items) intended for production, storage, processing, transmission and reproduction of sound, text, numerals and images.
- Computers, tablets and mobile phones;
- Musical instruments;
- Objects – wholly or partly – of precious metal, genuine pearls and gems
- Tools, electronic instruments and measuring devices;
- Weapons.
- Wines and spirits;

**Trainee** is a person who undergoes practical occupational training with an employer.

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

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

**Travel documents:** Tickets, passports, phone cards, vouchers/tickets for restaurants and hotels and travellers' cheques.

**Urgent dental treatment:** Treatment which cannot wait and which must be carried out immediately, for example to relieve pain, avoid infection or equivalent.

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

**War zone:** Area or country defined by Europeiska ERV as being a war zone. A list of these can be found at [www.erv.se/foretag/service-och-tjanster/riskomraden](http://www.erv.se/foretag/service-och-tjanster/riskomraden).