

Travel Insurance Weekend

Terms and conditions no. 6050303

Valid from May 25, 2018

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Contact

Opening hours

Contact

Any questions?

If you have any questions regarding your insurance, the options available etc. you can look for the answer on our website at any time of the day or night. You are also welcome to contact our Customer Service.

Customer service

Online: Round the clock at www.erv.se
You will find our opening hours at www.erv.se

www.erv.se

 + 46 (0)770-457 971

 info@erv.se

If you want to report a claim

Claims Department

The easiest way to report your claim is via www.erv.se, round the clock. You can also contact our Claims department, also regarding other questions about your claim. You will find our opening hours at www.erv.se

www.erv.se

 + 46 (0) 770-456 918

 privatskador@erv.se

If you need emergency assistance

Assistance company
Europeiska ERV Alarm
If something serious occurs and you need urgent assistance, please call our assistance company, open round the clock all year round.

 + 46 (0) 770-456 920

 erv-alarm@euro-center.se

Introduction

Consider this when you read the terms and conditions:

1. The terms and conditions should be read together with the insurance policy/booking confirmation which together constitutes the insurance contract. If special conditions apply for your insurance, this will be stated in the insurance policy.
2. Please note that additional coverages only apply if stated in your insurance policy/booking confirmation.
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.

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.

Supervisory authority is the Danish Finanstilsynet.

Phone

+46 (0) 770-45 69 00

Visiting address

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

Ⓐ Who can take out the insurance and who can be insured

The person purchasing the insurance must be at least 18 years old and registered in the national population register in Sweden or Norway.

The insurance applies to the persons listed in the insurance policy / booking confirmation and at the time of purchase of the insurance are registered in the national population register of a *Nordic country* and registered with a *Nordic national health insurance authority*.

The persons listed in the insurance policy/booking confirmation are the insured in accordance with these terms and conditions and are referred to as "you".

Ⓑ When the insurance applies

The period of validity of the insurance is stated in the insurance policy/booking confirmation.

The insurance must be purchased for the entire duration of the trip, but no more than five (5) days, and must be paid before departure in order for the insurance to be valid, unless otherwise agreed.

The insurance will take effect when the trip begins, if nothing else has been agreed in advance with Europeiska ERV. The trip begins when you leave your home or equivalent and is completed when you return to one of those places.

Ⓒ Where the insurance applies

The insurance applies within the geographical area stated in the insurance policy/booking confirmation.

The insurance does not apply for trips to areas where the Swedish Ministry of Foreign Affairs has issued a travel warning. Please see www.erv.se for more information.

1. Missed departure

Delay on the way to the place of departure or missed connection.

1.1 What the insurance covers

The insurance covers *necessary and reasonable additional costs* for reaching your final *destination* when you, due to unforeseen events, fail to arrive at the departure point in time to board the public transport on which you are booked to travel, outbound as well as homebound, and therefore miss your originally scheduled, booked departure. The insurance also covers necessary and reasonable additional costs for reaching your final destination if you miss your connecting flight on the outbound or homebound travel due to e.g. technical faults affecting the previous connecting flight.

Covered *additional costs* are: a new ticket up to the standard of the original booking, accommodation, meals and local transport. Toiletries and clothing may also be covered if accommodation at a hotel is necessary and your *luggage* cannot be handed out to you.

1.1.2 Maximum compensation

- New ticket up to the standard of the original booking.
- Accommodation, meals, local transport, toiletries and clothing expenses, up to SEK 2,000 per day and insured.

1.1.3 Limitations / Exclusions

Your missed departure must be due to an unforeseen and unpreventable event occurred on your direct way to your point of departure.

The insurance does not apply:

- a) If the official *minimum check-in time* or transfer time, i.e. the minimum connecting time stated by the common carrier in the time table has not been observed.
- b) For costs that you are entitled to get from the transport company, the carrier or the trip organizer or from other sources, either by law, by statute, by convention or by claim for damages.
- c) When delay is due to bankruptcy of the common carrier or to intervention by authorities.
- d) In the event of strike, industrial action or lockout.

1.1.4 Precautions / Security directives

Compensation can be denied if weather and traffic conditions are not taken into consideration.

1.2 Replacement car prior to departure

1.2.1 What the insurance covers

The insurance covers hiring of a replacement car in case you are unable to start your motoring holiday because your private car, prior to your departure, sustains damage in your *country of residence*. The car must be covered by the car's comprehensive insurance. If the car does not have comprehensive insurance you will be covered by this travel insurance if the damage would have been covered by a standard Nordic comprehensive insurance policy.

The insurance will reimburse:

- Costs related to the hiring of a replacement car from two (2) days before the scheduled departure from your *country of residence* until the day after your scheduled return home. In all cases, the cover will cease no later than five (5) days after your departure or on the day the period of insurance ends, depending on which of the two (2) dates comes first.
- As a rule, compensation will be provided for the same type of car as your own, but Europeiska ERV reserves the right to approve hiring of a larger or smaller car.

The replacement car should be hired with free mileage and must be hired through a car rental company in your *country of residence* in accordance with Europeiska ERV's instructions. The hired car is subject to the rental company's contract conditions, including liability and comprehensive insurance. The replacement car is collected from and returned to the car rental firm's address personally by you.

1.2.2 Maximum amount

The maximum amount is SEK 25,000 per trip.

1.2.3 Limitations / Exclusion

The insurance does not cover:

- Costs related to the hiring of a motorcycle, camper van or trailer, mobile home etc.
- Costs for fuel, oil, windscreen washer fluid etc.
- Costs related to picking up or returning of a replacement car.

1.2.4 Documentation in case of a claim

- Original receipts for any costs paid by you.
- Documentation of the booking for holiday accommodation.
- Documentation from workshop or claims handling from your car insurance company proving the damage of your car.

2. Luggage delay

2.1 What the insurance covers

The insurance covers *reasonable and necessary* costs for:

- Reasonable replacement purchases as for example clothing and toiletries if your checked-in *luggage* is delayed on the outbound journey and does not arrive at your *destination* at the same time as you do.

2.2 Maximum compensation

The amount is up to SEK 1,000 per insured and day for up to a maximum of three (3) days.

The total maximum amount cannot exceed SEK 3,000 per insured.

2.3 Limitation / Exclusions

The insurance does not apply:

- a) For costs that can be paid by the transport company or other sources by law, statute, convention or claim for damages;
- b) When delay is caused bankruptcy or intervention by authorities;
- c) In the event of strikes, industrial actions or lockout already in existence, or publicly declared before your departure;
- d) For transport costs for retrieving your *luggage* or making purchases.

2.4 Precautions / Security directives

- The purchases must be made during the actual travel, in direct connection with the delay and before the *luggage* is delivered from the carrier.
- All delays must be verified by a P.I.R. (Property Irregularity Report).
- All costs must be verified by original receipts.

3. Personal delay – Outbound journey and home journey

3.1 What the insurance covers

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

3.2 Maximum compensation

Compensation is provided as fixed amounts:

- If the delay exceeds three (3) hours, compensation will be provided with SEK 200 per insured.
- If the delay exceeds twelve (12) hours, compensation will be provided with an additional SEK 500 per insured.

3.3 Limitations / Exclusion

- The insurance does not apply in the event of strike, industrial action, lockout or intervention by authorities.
- Timetable changes announced prior to departure from your place of residence is not considered to be a delay under these terms and conditions.

3.4 Precautions / Security directives

- The delay must be unforeseen.
- The public transportation must be booked and paid prior to departure.

3.5 Documentation in the event of a claim

Certificate from the organiser, the carrier or a relevant authority confirming the delay.

4. Excess coverage

4.1 Home insurance

4.1.1 What the insurance covers

The insurance covers the excess for which you are liable in the event of indemnifiable damages under the terms of your home insurance – when damages occur in your uninhabited permanent residence in your *country of residence*.

4.1.2 Maximum compensation

The maximum compensation is SEK 10,000 per claim event.

4.1.3 Limitations / Exclusions

- The claimed amount from the home insurance must exceed the excess amount for the insurance coverage.
- The claim must be approved and settled by the home insurance before compensation for the excess can be paid.

Excess coverage for home insurance does not apply for:

- a) Loss of bonus.
- b) Wear and tear.

4.2 Car insurance

4.2.1 What the insurance covers

The insurance covers the excess if your private car or car belonging to your spouse, partner or registered partner at the same residential address as you, suffers indemnifiable damage during your holiday trip. If the car is not used for the purpose of your holiday trip it is a requirement that the car must have stayed parked and unused in your *country of residence*.

4.2.2 Maximum compensation

The maximum compensation is SEK 10,000 per claim event.

4.2.3 Limitations / Exclusions

- The indemnifiable damage must have met the terms and conditions of your motor insurance in order to be covered for the excess.
- The claimed amount from the motor insurance must exceed the excess amount for the insurance coverage.
- The claim must be approved and settled by the motor insurance before compensation for the excess can be paid.

Excess coverage for motor insurance does not apply for:

- a) Damages covered under the motor vehicle's mechanical breakdown coverage or legal expenses coverage;
- b) Compensation relating to motor breakdown coverage;
- c) Loss of bonus;
- d) Compensation for business interruption or cost of motor vehicle rental;
- e) Wear and tear;
- f) Damages arising due to your violation of the local laws/traffic law
- g) Motorhome/RV (Recreational Vehicle).

5. Excess elimination for hired vehicle

5.1 What the insurance covers

If you have hired a car, boat, motorcycle, moped, snow mobile or bicycle to be used at the *destination* and the vehicle is damaged during the trip the insurance covers the excess you are liable to pay to the rental firm. If the cost for repair is lower than the excess the insurance instead covers those repair costs.

5.2 Maximum compensation

The maximum compensation is SEK 25,000 per claim event.

5.3 Limitations / Exclusions

The insurance does not apply:

- a) if you have not taken out full comprehensive car insurance for the hired car, boat, motorcycle, moped, snow mobile or bicycle.
- b) if the driver is not permitted to conduct the vehicle according to the local legislation of the country where the vehicle is hired or being used or if the driver is not permitted to drive according to the rental agreement.
- c) to motorhome/RV (Recreational Vehicle).

6. Excess illness and injury in home insurance

6.1 What the insurance covers

If your medical expenses has been settled by your home insurance, the insurance reimburses the excess cost that you have paid to your home insurance company.

If the medical expenses are below the excess of the home insurance you will instead receive compensation for your costs. Compensation is paid for medical expenses and treatment costs, prescribed medication and necessary transportation in connection with medical care. The insurance also covers expenses for temporary treatment in the event of emergency dental problems.

6.2 Maximum compensation

The excess cost is reimbursed up to 2 000 SEK per claim event alternatively up to 2 000 SEK per insured for medical expenses.

6.3 Precautions / Security directives

- Before compensation is payable for the excess cost, your claim for damages must have been settled in accordance with the terms and conditions for the travel coverage in your home insurance.
- You must be able to verify your costs with original receipts.
- Medical record or certificate from the licensed and impartial physician/dentist treating you at the destination.

7. Evacuation

7.1 What the insurance covers

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

- a) Transportation to the *Nordic countries*, in the event that the Ministry of Foreign Affairs in your *country of residence* or other national/foreign authority advises/recommends that you to leave the area where you are currently staying, due to *acts of terrorism, natural disasters*, outbreak of war/war-like situation or imminent danger of life-threatening epidemics.
- b) Food and accommodation, clothing and local transportation in connection with the evacuation to the *Nordic countries* or travel to the nearest safe place and changed accommodation are covered up to a maximum of SEK 15,000 per insured and trip.

7.2 Maximum compensation

The maximum compensation is *reasonable and necessary costs* if not otherwise stated above.

7.3 Limitations / Exclusions

The insurance does not cover any claims that may occur:

- a) if you travel to or within areas where the local authorities/the Ministry of Foreign Affairs in your country of residence or health protection agency have issued a travel warning or have recommended that you leave the area/return home.
- b) Compensation is not provided where help can be obtained from other sources, for example through the tour operator, carrier or authority.
- c) Your concern or fear alone does not entitle you to compensation.

7.4 Precautions / Security directives

Costs for "Evacuation" must be pre-approved by Europeiska ERV.

7.5 Documentation in the event of a claim

- Documentation for the incident that resulted in the evacuation.
- Travel documentation or other documentation showing the *destination*, travel dates and purpose of the trip.
- Travel documentation or other documentation showing the duration and the purpose of the trip.
- Original receipts for any costs paid by you.

8. Crisis therapy

8.1 What the insurance covers

The insurance covers costs for crisis therapy.

8.1 A) Crisis therapy for insured parties

Compensation is paid to you if you are involved in a major accident, violent traumatic incident, *natural disaster or acts of terrorism* during your trip.

The maximum compensation is SEK 10,000 per insured and claim event.

8.1 B) Crisis therapy for relatives

Compensation for crisis therapy for your *relatives* can be paid if you have been involved in a major accident, violent traumatic incident, *natural disaster or acts of terrorism* during your trip.

The maximum compensation is SEK 10,000 per claim event.

8.2 Limitation / Exclusions

The insurance does not cover claims occurring:

- a) If you travel to or within areas where the local authorities/the Ministry of Foreign Affairs in your *country of residence* or *health protection agency* have issued a travel warning or have recommended that you return home.

8.3 Precautions / Security directives

Expenses for "Crisis therapy for insured parties" and "Crisis therapy for relatives" must be pre-approved by Europeiska ERV.

9. Search and rescue

9.1 What the insurance covers

The insurance covers reasonable and necessary costs for police, civilian or military search and /or rescue

- if you have been reported as missing to the police or other public authority for at least 24 hours, and have been seen alive within the last five (5) days and your place of stay has been confirmed
- if you are caught in an inaccessible place after a bodily injury or acute illness which is covered by this insurance.

Costs are paid in the event that the local authorities demand payment or a guarantee of payment.

Compensation is paid for search and rescue up to a maximum of fourteen (14) days from the time of disappearance, within a radius of fifty (50) kilometres of the place at which you were last seen.

9.2 Maximum compensation

The maximum amount is SEK 100,000 per insured or maximum SEK 300,000 per claim event. If several people are being searched for as a group, the search costs will be distributed equally between the number of persons involved being insured by Europeiska ERV.

9.3 Limitations / Exclusions

The insurance does not cover:

- a) Search and rescue in connection with kidnapping or hijacking.
- b) Costs that are covered by public authorities.
- c) Costs Europeiska ERV would not have had if we had arranged the search.

9.4 Precautions / Security directives

Costs for search and rescue must be pre-approved by Europeiska ERV.

9.5 Documentation in the event of a claim

- Police report or other documentation from authorities.
- Travel documentation or other documentation showing the *destination*, travel dates and the purpose of the trip.
- Original receipts for any costs paid by you.

10. Personal Liability and legal expenses

10.1 Personal liability

10.1.1 What the insurance covers

The insurance covers situations where you, as a private individual, are liable for causing personal injury or property damages to a third party 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 a trip.

The insurance covers:

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

- investigate whether you according to the legislation of your destination are liable for damages;
- negotiate with the party claiming damages;
- plead the case of the insured 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.

10.1.2 Maximum compensation

Personal injury: SEK 10,000,000 per trip.

Damage to property: SEK 10,000,000 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 10,000 000.

The maximum amount of compensation constitutes the upper limits of compensation, for each claim event, 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 several injuries or damages occur at the same time this is considered to be one claim event if these have been caused by the same incident.

If you are liable to pay damages for injury to a person who is domiciled in Sweden, the amount of compensation that will

be paid from this insurance will be limited to reasonable compensation for such personal injury in accordance with Swedish law.

10.1.3 Limitations / Exclusions

Liability coverage does not apply for:

- a) Claims arising from or incidental to contracts (with the exception of section 13.1.1 c) regarding rented accommodation/hotel);
- b) Claims arising in connection with your occupation or work;
- c) Pure economic loss, i.e. economic losses that have occurred, and that have no connection with personal injury or property damages;
- d) Loss, damage or injury for which you has 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 the you have rented, leased, borrowed, manufactured, processed, repaired, stored or has dealt with other than purely temporarily.
- g) Loss, damage or injury that are due to wear and tear or gross negligence or a deliberate, malicious action;
- h) Loss, damage or injury caused by animals;
- i) Claims arising as a consequence of that you have transmitted disease to another person by infection or otherwise;
- j) Loss or damage for which you may be held liable as the owner of property or apartment or the owner of leasehold rights;
- k) Liability for damages caused while using motor vehicles, caravans, trailers or aircraft, para-gliders, hang-gliders or other similar devices;
- l) Liability for damages caused while using marine crafts which are 3 meters or more in length with sail or motor or marine craft less than 3 m in length whose engine power exceeds 3HP;
- m) Damages that have occurred in connection with that you have wilfully committed an act which is a criminal offence;
- n) Fines or similar demands imposed on you;
- o) Random accidents;
- p) Such nuclear damages for which you may be held liable under the provisions of the Swedish Nuclear Liability Act, or equivalent foreign law;
- q) Damages, the course or extent of which, directly or indirectly, have been caused by or are connected with war, war-like event, civil war or revolution;
- r) Expenses that have been incurred because a ship or aircraft was required to alter its travel route due your injuries.

10.1.4 Precautions / Security directives

10.1.4.1 Notification of claim

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

13.1.4.2 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 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.

10.1.4.3 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 that 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.

If you neglect your duty to follow these directives, this may entail a partial or total reduction in the amount of compensation.

10.1.4.4 Summons and legal counsel

If you are summoned to appear before a court, or is advised that such summons is forthcoming, this must be reported to Europeiska ERV immediately. If you fail 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.

10.1.4.5 Settlement out of court

If you, without Europeiska ERV's prior consent, assume liability to pay damages, endorse claims for compensation, or pay compensation, this is not binding on Europeiska ERV.

You are 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.

10.1.4.6 Penalty interest

Europeiska ERV will not pay any interest incurred because of delay by you to meet your obligations as stated in these security directives.

10.5 Documentation in the event of a claim

- Police report, acknowledgement of the report to the police or the claim report.
- Name and contact information for all implicated persons.
- Original bill or receipt for repair.
- Travel documentation or other documentation showing the destination, travel dates and purpose of the trip.

10.2 Legal expenses

10.2.1 What the insurance covers

The insurance applies to specific and ongoing legal disputes arising during your trip abroad 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 or the Swedish Supreme Court or equivalent court(s) abroad.

The insurance covers *necessary and reasonable* expenses for:

a) Your own and your counterparty's legal fees you may be instructed to pay after the 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.

e) Legal costs in disputes - both your own costs and such costs you may be instructed to pay after the dispute has been tried at one of the courts stated above.

The insurance also covers *necessary and reasonable* travel expenses resulting from you being summoned as a witness or for questioning at a court abroad.

10.2.1.1 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.

10.2.2 Maximum compensation

The maximum compensation is SEK 100,000 per trip.

There is an excess of 10 % of the overall claims costs. However, the minimum amount of the excess is SEK 2,500. If an appeal is lodged, the excess applies to every instance.

There is no excess if the economic conditions for legal aid in the country in which the case is instituted are met.

10.2.3 Limitations / Exclusions

The insurance does not cover:

- a) Civil court cases arising from disputes between you and the travel agency, the trip organizer, the transport provider or Europeiska ERV.
- b) Legal disputes that are directly or indirectly related to the execution of your business, including work placement 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 or aircraft, para-gliders, hang-gliders or other similar devices.

10.2.4 Documentation in the event of a claim

- Report to Europeiska ERV, submitted by you or your attorney as soon as the attorney has accepted the case on and before further steps are taken.
- Identification of and information about the counterparty.
- Allegation(s) made in the case.
- Particulars of the claim in brief, specifying the allegations on which the case can be supported.
- Information about expected costs.
- Any additional information relevant to the case.

11. Personal assault

11.1 What the insurance covers

- Compensation is paid for personal injury that you in the capacity of a private individual suffer through *assault* or other intentional violence during the journey.

11.2 Maximum compensation

The maximum compensation is SEK 500,000 per insured and trip. The compensation is calculated according to Swedish damages law, in accordance with the provisions in chapter 5 in the Swedish Damages Act.

It is a condition for compensation to be paid that you are alive at the time of payment.

11.3 Limitations / Exclusions

Several injuries are considered as one claim if they arose on the same occasion.

Compensation is not paid for injury you suffer when:

- a) You have subjected yourself to the risk of injury without due cause.
- b) You, linked to the personal injury, were guilty of a willful act that can result in fines or greater punishment under Swedish law.
- c) You were injured by a *close relative* or someone who is *co-insured*.
- d) The injury's occurrence or extent was directly or indirectly caused by or linked to war, warlike events, civil war, revolution, uprising or riots.
- e) You were injured in the performance of your profession or service or other gainful activity.
- f) Nor is compensation paid if the damages/indemnification for costs is paid by another party, e.g. the perpetrator, or the state/municipality or if the damages/indemnification has been paid from another insurance/insurance company.

11.4 Precautions / Security directives

Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of injury.

- If you do not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.
- If the injury leads to the prosecution of the party that caused the injury, you, if Europeiska ERV so requests, shall pursue the case for damages in the court, for which Europeiska ERV pays the legal costs.

11.5 Documentation in the event of a claim

- Police report for the reporting of the *assault*.
- You must consult a physician or a hospital immediately after the *assault* and a physician's certificate must be completed.
- Relevant medical and health information.

12. Luggage cover

Applies only if stated in the insurance policy/booking confirmation.

12.1 What the insurance covers

The insurance covers loss, damage and theft. The insurance covers items intended for personal use that you bring on the trip or acquire during your trip. The damage or loss must be due to a sudden and unforeseen event.

The insurance covers the following items:

- Personal items including leased or borrowed property and gifts purchased during the trip up to a maximum of SEK 25,000, whereof a maximum of SEK 1,000 for sports equipment.
- Travel documents up to 2,000 SEK per person, max SEK 10,000 per claim event.
- Cash, up to SEK 2,000 per person, maximum SEK 5,000 per claim event.

The insurance also covers verified *reasonable and necessary additional costs* which occur as a direct result of indemnifiable claim events, e.g. costs:

- Connected with efforts to block charge cards, credit cards, or travel costs incurred in connection with submitting a police report, and similar up to SEK 2,000 in total.

Valuation table

Deduction for age, calculated from the purchase date in % of the new price.

The deduction does not exceed 80 % if the item 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 %	40 %	60 %	80 %
Bicycles	0 %	0 %	40 %	60 %	80 %
Tools, electronic instruments and measuring devices	0 %	20 %	40 %	60 %	80 %
Clothes and other items	0 %	0 %	40 %	60 %	80 %
Watches < SEK 5,000	0 %	0 %	40 %	60 %	80 %
Watches > SEK 5,000	Valued at market value				
Furs > SEK 10, 000	Valued at market value				
Gold/jewellery	Valued at market value				
Books/antiques	Valued at market value				
Photos/tape recordings	Compensation is paid for the replacement cost of the raw materials.				
Make-up/perfume/hygiene articles	Compensation of 50 % is paid if the packaging is broken.				
Mobile phones/ Handheld computers	If the item is older than six (6) months compensation of 50 % is paid. For older items a deduction of 20 % per year is made, maximum 80 %.				
Videos/video cameras Radios/TVs/Stereo systems Cameras/accessories Computers/accessories	If the item is older than six (6) months compensation of 50 % is paid. For older items a deduction of 10 % per year is made, maximum 80 %.				

12.1.2 Valuation and payment of compensation

The insurance covers direct financial loss, corresponding to the replacement price which applied immediately prior to the insurance incident. This means the amount of compensation can 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 your own work for the production of photographs, films, recordings, computer programs, models and similar items or the value of your own work and efforts after damages.
- Losses that may arise from the use of bank cards/credit cards, telephone/SIM-cards or similar, cheques and misuse of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

Europeiska ERV has the right to determine the form of compensation, e.g. cash payment or a new, second hand or repaired item and also where any purchase or repair shall take place. Items for which you have received compensation become the property of Europeiska ERV. If the replaced item is found recovered, you must contact and return the refunded item to Europeiska ERV, or refund the amount of compensation that was received.

12.2 Maximum compensation

The maximum compensation is stated above.

12.3 Limitations / Exclusions

The insurance does not apply for:

- a) Goods intended for sale or processing, sample collections, samples of merchandise, demonstration items, gift advertising articles or similar.
- b) Stamps, coins and bank notes with collector's value, manuscripts, drawings or valuable documents.
- c) Animals.
- d) Motor vehicles, caravans or other type of trailers, steamboats, motorboats, water scooters or sailboats, hovercraft, hydro-copter, aircraft, hot air balloon, paraglider, wind glider or similar conveyances. Additionally, the insurance does not apply for parts or equipment or fittings for the above-mentioned vehicles and conveyances.

Compensation is not payable for:

- e) Damage to or loss of luggage in transit that is reported without the original P.I.R. (Property Irregularity Report).
- f) *Theft-prone property* in luggage that is checked-in.
- g) Superficial damages, such as scratches or similar damages that do not have substantial effect on usability.
- h) Money, *travel documents* and documents of value which were-forgotten, lost or misplaced, left in a motor vehicle, - handed over for transportation, - checked in, or - given to the care of another person beyond your immediate control and supervision.
- i) *Theft-prone property* that has been left in a motor vehicle during over-night parking (Over-night parking includes the hours between 20.00 – 08.00).
- j) Costs that can be compensated from other sources by law, other statutes, conventions or claims to indemnity.
- k) Costs that have been compensated from other insurance.
- l) The insurance does not apply for items that you, prior to departure from the temporary residence or when returning to the temporary residence, leave in a motor vehicle for longer time than is normally required for immediate loading or unloading.

12.4 Precautions / Security directives

In order to qualify for full compensation, you must handle your property with care so that theft and damages are prevented as far as possible. You must also be able to document your claims with receipts/documents on the value of the lost/damaged items. It is important to know that theft-prone property, fragile 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 or no compensation.

Requirements concerning standards of care also mean that:

- a) Means of transportation and temporary residence shall not be left unlocked or with open windows. Temporary residence includes e.g. apartment, hotel room, passenger cabin or similar.
- b) Money, *travel documents* and *theft-prone* property must be locked into a suitcase, safety deposit box, drawer or similar when you leave the temporary residence.
- c) *Theft-prone property* may not be left in a motor vehicle or kept in *luggage* that is checked in or is transported by other person/means beyond your immediate control and supervision.
- d) *Specially valuable property* may not be left in a motor vehicle.
- e) *Specially valuable property* must, wherever possible, be checked in separately and with special arrangement.
- f) Bottles or other containers with liquids contents may not be placed in *luggage*.

Failure to meet the requirements to exercise standards of care may result in reduced or no compensation. The amount of the reduction depends on the circumstances, for example the nature of negligence and its significance to the claim and the value of the property. Gross negligence will entail a substantial reduction of or no compensation.

12.5 Documentation in the event of a claim

- Police report from local authorities in the event of theft or loss.
- P.I.R. (Property Irregularity Report) from the airline if your luggage is lost or damaged whilst in the care of the airline.
- Original receipts, certificates of guarantee etc. showing the age and the cost of the item/items.

General terms

Limitation

If self-inflicted intoxication is the main or contributory factor of the claim, this may result in reduced or denied compensation.

General exclusions

The insurance does not cover costs which – irrespective of the insured's state of mind or sanity – relate to, are caused by or have arisen as a direct or indirect consequence of:

- a) A criminal offence committed by the insured, his/her beneficiary or legitimate heir.
- b) Willful or grossly negligent actions or omissions from the insured.
- c) Active participation in war, riots etc.
- d) Indirect losses.
- e) Strikes, lock-outs, arrest, commandeering or other measures enacted by public authorities unless it is stated otherwise under the conditions for the individual cover.
- f) Nuclear processes or reactions, release of atomic energy, ionizing radiation, irradiation from radioactive fuel or waste, or chemical or biological agents.
- g) Cases where you oppose or do not follow instructions issued by Europeiska ERV.
- h) Travel to countries/areas to which the Foreign Ministry has issued a travel warning. However, insured parties who are already in a country or area at the time the country or area when the travel warning is issued will be covered for a period of up to a maximum of 14 days on the condition that you leave the area/is evacuated on the first available opportunity after which all cover in the area in question ceases.
- i) Expenses that can be indemnified from another source according to law, other statute, convention or damages
- j) Expenses that has been indemnified by other insurance.
- k) Motor racing, *extreme sports*, mountain climbing and mountaineering.
- l) *Professional sports* and training for them.
- m) Participation in *scientific expeditions*.
- n) Craftmanlike activities, offshore activities, manufacturing activities, policing activities, machinery operation, mining activities, oil refinery, assembly and breakdown activities, firefighting and work performed by pilots.
- o) Cases where you refuse *repatriation*.
- p) Damage that was anticipated prior to departure.
- q) *Medical travel*.
- r) *Bodily injury* during a flight unless the insured is a passenger on board a nationally registered aircraft. Being a passenger means the insured not having or not performing a function or task before, during and after the flight.

In addition, the insurance does not cover cases where the activity is in direct contravention of applicable specific or general trade restrictions, including economic or financial restrictions and additional

sanctions or embargoes imposed by the EU, USA or any country in the *Nordic countries* unless the aforementioned measures are adopted in contravention of applicable EU legislation or rules of law in the *Nordic countries*.

Collection of premium

The premium must be paid in accordance with the payment information and deadlines stated on the invoice or booking confirmation.

The insurances period of validity and payment

The validity period is the time for which you purchased your insurance.

The period starts when the journey begins, however, at the earliest midnight on the day stated on the insurance certificate or at the time that is evident from the circumstances and applies until the end of the insured period.

The insurance is only valid on the condition that you have paid prior to the start of the validity period.

If you purchase your insurance on the starting date, it only applies from the time when you paid for it. Europeiska ERV's responsibility applies for events that occur during the validity period.

Renewal/extension

The insurance is not renewed or extended automatically.

Applicable law and legal venue/jurisdiction

The Swedish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any disputes arising from or relating to the insurance agreement shall be governed by Swedish law and settled by the City Court ("Stockholms tingsrätt") of Stockholm, Sweden as first instance.

Dual insurance

The insurance does not cover costs or pay out compensation for claims which have already been covered by another insurance or credit card company. Each company however are liable towards you and/or policyholder as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

In case of a claim the insured is obligated to inform Europeiska ERV of any other insurance taken out with another company and/or whether the insured has a bank- or credit card with insurance cover.

General terms

Recovery of compensation

To the extent that you have received compensation from this insurance, Europeiska ERV is fully and completely subrogated in all the insured's rights towards third parties. Third parties are defined as companies and public authorities both domestic and abroad who are, or can be made, liable to pay compensation or a contribution in connection with any case regarding a claim under this insurance.

Fees

Europeiska ERV can impose and change fees for services provided and charges to the extent that such changes are required to ensure that Europeiska ERV's actual costs are covered. General increases and new fees are publicised on Europeiska ERV's website and will not be implemented until one month after they have been publicised on the website.

Inaccurate or false information

It is important that the information, including health information, given to Europeiska ERV is precise and correct. If information is withheld or incorrect answers are given to questions that could have an impact on Europeiska ERV's assessment of a claim, compensation may be reduced or cancelled.

Filing of a claim and payment of compensation

The insured must register the claim as soon as possible by filling out a claim form on our website: www.erv.se

If it is not possible for the insured to fill out the claims form online, a claims form can be required by contacting Europeiska ERV.

Information on required documents, in addition to the claim form, can be found in these terms and conditions under the applicable insurance section.

Europeiska ERV shall pay the compensation no later than one month after you have registered the claim and submitted the information/documents we require to be able to handle the claim.

Limitations

Claims that are not made in accordance with the terms and conditions may result in reduced or no compensation.

Reduction of compensation in the event of a claim

Causing an insured event

If you have intentionally brought about an insured event, compensation is not paid from the insurance as far as it concerns you. The same applies to the extent you have intentionally worsened the consequences of an insured event. If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your case and other circumstances.

The same applies if you must otherwise be assumed to have

acted or failed to act in the knowledge that this meant a significant risk for the injury or damage occurring. For example may the use of drugs, alcohol or other intoxicants in such a way that the insured person exposes himself/herself to the risk of injury imply that the rules for causing an insured event apply.

Security directives

If, in the event of an insured event, you have neglected to follow the *security directives* set out in the insurance's terms and conditions or another statute that the conditions refer to, the compensation from the insurance can be reduced as far as it concerns you, based on what is reasonable with respect to the conditions associated with the injury or damages that have arisen, the intent or negligence that has occurred, and the circumstances in general.

A *security directive* is a directive about certain determined ways of acting or arrangements that are dedicated to preventing or limiting damage or certain determined qualifications regarding you, or your employees or other assistants.

When a reduction cannot take place

The compensation cannot be reduced due to:

1. trivial carelessness
2. action of someone who was seriously mentally disturbed or was under twelve years of age, or. actions that were intended to prevent physical injury or damage to property in an emergency situation to the extent that the action was defensible.

Rescue obligation

When an insured event occurs or imminently threatens to occur, you must take action to the best of your ability to restrict or limit the damage. If another party is liable for damages, you must take action to preserve any rights Europeiska ERV may have against that party.

If you have intentionally neglected your responsibilities as defined in the first paragraph, compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your situation and other circumstances.

The same applies if you have neglected your obligations through gross negligence or when you were aware that there was a significant risk of damage or injury occurring.

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.

General terms

Right of withdrawal

In accordance with chapter 3 of Swedish Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59), the following apply: For insurance policies that provide cover for a period of more than one (1) month, the policyholder has the right to withdraw the purchase of the insurance within fourteen (14) days of entering into the agreement. The deadline is calculated from the date when the insurance contract was concluded, that is when the policyholder receives the policy and terms and conditions for the insurance. If the policyholder wishes to exercise the right of withdrawal, Europeiska ERV must be informed in writing before expiry of the deadline. If the policyholder chooses to exercise the right of withdrawal, Europeiska ERV is entitled to request that a premium corresponding to the period, for which the insurance was valid, is paid.

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.

Complaints

If you are not satisfied with the service or claims handling provided, please contact the employee you have been serviced by.

If you still are not satisfied, your complaint should be sent in writing to:

Europeiska ERV's Customer Ombudsman

kundambassaden@erv.se

Visit: www.erv.se

If you are not content with Europeiska ERV's handling of your complaint, you may turn to the following authorities outside Europeiska ERV:

The National Board for Consumer Complaints (ARN)

The board reviews complaints from private individuals. The proceedings are free of charge.

Box 174
101 23 Stockholm, Sweden.
Telephone: +46 (0)8 508 860 00

The Swedish Consumers' Insurance Bureau

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

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

Public court

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

- Legal expenses insurance or,
- Legal aid, that may contribute to your legal costs, depending on your income.

Transfer of rights and compensation claims

No person may pledge or in any other way transfer the rights conferred upon him/her by way of this insurance in any other way without Europeiska ERV's prior written consent.

Public cover

Europeiska ERV is not obliged to cover expenses which are already covered wholly or partially by any scheme, programme or similar, funded by any government.

Definitions

Act 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.

Additional costs: Costs you have to pay exclusively as a result of a covered claim. If the costs would have been paid regardless of the claim, they are not regarded as *additional costs*.

Assistance company (Europeiska ERV Alarm): Our own alarm-center. The alarm center is open around the clock all year and can provide guidance in medical matters, direct you to the nearest care supplier and issue payment guarantees.

Arrival time: Date and time (local time) specified by the travel agent etc. in an itinerary etc.

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.

Co-insured: A person who has the same travel insurance with Europeiska ERV as you, having the same outward and return travel time as you and who is travelling along with you throughout the entire journey.

Close relative refers to spouse/partner/registered partner, children, foster children, stepchildren, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. The parents and siblings of partners and registered partners, in these terms and conditions, are equivalent to parents-in-law, brother-in-law and sister-in-law.

Co-traveller: A person whose name is on the same ticket or participant certificate as you or who can prove that he/she has purchased a trip in order to travel together with you.

Country of residence is the country where you have your permanent residence.

Dentist: Physician specialized in dental problems or dental surgeon.

Destination: The trip's destination.

Emergency dental treatment: Treatment that must be carried out immediately in order to minimize the extent of the damage, for example immediate pain relief or treatment.

Emergency/unforeseen illness: Sudden new illness, justified suspicion of a sudden new illness or sudden unexpected worsening of chronic existing ailment.

Epidemic: Rapid and uncontrollable spread of an infectious disease to a large number of people within a specific area and within a relatively short space of time.

Established travel route: Travel route that can be documented by means of an account of a journey from the travel agent, purchased air, train or bus tickets and/or booked overnight accommodation.

European Health Insurance Card: A free card that gives you access to medically necessary, state-provided healthcare during a temporary stay in any of the EU countries, Iceland, Lichtenstein, Norway and Switzerland, under the same conditions and at the same cost (free in some countries) as people insured in that country. Cards are issued by your national health insurance provider.

Extreme sport hazardous sports or other hazardous physical activity that is not considered to be exercise or leisure activity of normal extent and intensity.

Family: Spouse, registered partner, partner, children, foster children, step-children, grandchildren, children-in-law, parents, foster parents, parents-in-law, siblings, step-siblings, grandparents, sister-in-law, brother-in-law.

Hazardous activities: Sports, athletics, adventure, expedition like or other similar hazardous activity not considered being exercise or leisure activity of normal extent and intensity.

Health protection agency: The public health agency (Folkhälsomyndigheten) in Sweden.

Holiday accommodation: Rented summerhouse, rented holiday apartment, rented holiday cabin or hotel room.

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.

Medical travel: All forms of travel undertaken for the sole purpose of receiving treatment at a clinic, hospital etc.

Minimum connecting time: The time the airline and/or airport states in their time tables as necessary for transfer. If you have not checked in to your final destination, one (1) hour must be added to the official transfer time.

Definitions

Natural disaster: A non-human-induced, catastrophic situation that triggers the forces of nature, including earthquakes, volcanic eruptions, hurricanes/typhoons/cyclones, storms, tornadoes, floods, tidal waves and tsunamis.

Nordic countries are Denmark, Finland, Iceland, Norway and Sweden.

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

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.

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.

Pre-existing condition: A medical condition existing at the time when new insurance is applied for.

Price of the trip per day: Travel expenses that can be charged, or paid, non-refundable expenses for transport, accommodation or other tourist services divided by the originally planned number of travel days of the trip (both the day on which the outward journey is made and the day on which you return home are calculated as whole days, irrespective of the time of the outward travel or return journey). It is a condition that other tourist services are booked and paid for prior to the outward journey.

Professional sport: Any sport that does not fall under the following definition of amateur sport: Amateur sport is practiced for your own pleasure without contractual obligations to a club, individual, club sponsor etc. and without the sportsman/woman receiving any form of remuneration other than their travel and accommodation costs paid. Sports clothing, apparatus etc. which the sportsman/woman receives or is provided with, and any minor prizes, including cash prizes which the sportsman/woman has the chance to win in connection with playing his/her sport are not regarded as remuneration.

Prosthetic devices: Artificial limbs, including false dentures and teeth.

Public transportation is, for example, trains, aircraft, buses and boats for regular transportation, as well as taxis, i.e. vehicles intended for passenger transportation services for use by the general public.

Reasonable and necessary costs are necessary costs that Europeiska ERV, with due consideration to the actual circumstances, could reasonably expect to be standard and customary in the place where the costs are incurred.

Relatives: Spouse, registered partner, *partner*, children, step-children, grandchildren, children-in-law, parents, foster parents, parents-in-law, siblings, step-siblings, grandparents, sister-in-law and/or brother-in-law.

Repatriation: Transport prescribed by a physician from the country in which the claim originates to your *country of residence*. *Repatriation* is normally by air ambulance or a standard scheduled or chartered flight in accordance with Europeiska ERV's assessment.

Return journey home: Travel back to the *Nordic countries* whereby you travel as a healthy person in the same class or lower as the originally booked journey home.

Scientific expeditions: Expeditions to areas where the local public authorities require you to have a special permit in order to go there.

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

Specially valuable property: Property of the same kind which without being theft prone, commands a total price in excess of SEK 10,000.

Sports equipment: Golf equipment, diving equipment, skiing equipment etc.

Theft-prone items / property include:

- Computers, phones, electronic devices.
- 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 soft-ware 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.

