

# Living Abroad

Terms and conditions 752



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Your questions can also be answered on our website www.gouda-rf.se

Terms and conditions 676.1

# **Living Abroad**

Terms and conditions 752

**IMPORTANT:** This is merely a translation of the original Swedish policy conditions and this translation does not constitute a legally binding part of the insurance contract between Gouda Reseförsäkring and our policy holders.

# A. Who can take out the insurance and how is it taken out?

All persons domiciled in the Nordic region can take out this insurance. The insurance has to be taken out and paid to Gouda before departure. The insurance has to be taken out before departure. There is no possibility to take out the insurance after you have left Sweden. However, you can extend previous travel insurance during your stay abroad. The insurance you wish to extend or supplement has to be with Gouda.

The insurance is valid for you as a private person in capacity of traveler and is not valid for something that has a connection with your work or exercise of duty or other gainful employment.

The insurance can be taken out by a person who is going to travel to a specific country during a period that corresponds to at least half of the insurance period, and who is going to:

- Study or participate in a trainee program and who is enrolled on a school or other education institution or who is postgraduates,
- **2.** Participate in an education journey or program for scholar exchange, or
- **3.** Work as a Au pair (with free accommodation and some salary as a babysitter or housekeeper), or
- 4. Work on a Kibbutz, or
- 5. Work as a volunteer, or
- **6.** During a short period of time, maximum 6 months, work in a other EU-country thru a international employment program, or
- 7. In another way, in private regime, work abroad. The insurance can only be taken out by private travelling workers and not by self employed that are going to serve abroad for their companies expense or by traveler who is sent away by their employee for serving abroad.

You do not have to be entitled to student loan to be able to take out the insurance.

The insurance is only valid provided that the insured, during at least half the insurance period, is participating in any of the above mentioned activities. The insured shall by request be able to show documentation that shows that he or she during at least half of the insurance period has participated in any of the above

mentioned activities. If the insured does not fulfill these requests the insurance coverage will fall.

# A.1. Taking out insurance

- The insurance period is the time that you have chosen to insure, the period is printed on the policy.
- Re-newed insurance is valid the day after the last period expired, provided that you have re-newed and paid the insurance before expireing day of the previous insurance.
- The insurance coverage is in force during the period you have chosen to insure, maximum for 12 months.

The insurance can also be taken out as a direct following insurance to the travel insurance in your householders' comprehensive insurance. If the insurance is taken out in that way you will have to inform the date, when the travel insurance in your householders' comprehensive insurance expires, as first date of coverage for this insurance and you are thereby not covered by this insurance when the travel insurance in your householders' comprehensive insurance is valid. Insurance taken out in this way also has to taken out before departure from Sweden.

#### **New policies**

The insurance must be taken out prior to your departure from Sweden. There is no possibility to take out insurance after you have left Sweden.

The insurance is valid no earlier than your departure from Sweden. A precondition for the insurance to be valid is that the policy has been paid prior to your departure.

### Extension

You can extend an earlier taken out insurance during your stay abroad. The insurance you wish to extend has to be taken out with Gouda. A precondition to extension during your stay is that it is made before the expiring date of your former insurance and that the extension is made with the same conditions or with conditions with less extent.

When extending of a policy is the insurance valid no earlier than the day of payment.

# B. Where is the insurance valid?

The insurance is valid in the country you have chosen to take insurance for and the chosen country is printed on your policy. The insurance is also valid during journeys to and from the country of stay. Moreover is the insurance valid during shorter journeys to a third country no longer than 14 days, under the precondition that these 14 days lies within the insurance period. If you have an insurance taken out for premium area World Wide are you able to travel to a third country without geographic limitation. If you have an insurance taken out for premium area Europe is the insurance valid only for journeys to a third country within Europe.

# C. When is the insurance valid?

The insurance is valid during the insurance period given on the policy with following reservations.

- The insurance is valid no earlier than the date of departure to the country of stay when you have left your home or corresponding and is expired by return to any of these places.
- For insured that has courses that has started when payment of the premium is the insurance valid from the day the payment is made by the insured.
- When terminated journey the insurance expires by return to Sweden.

The insurance covers events that are described in the policy terms and conditions that occur during the insurance period. If you due to illness, accident or other unforeseen events are unable to return to your home country within the insurance period, the period of validity will be extended with as much time as is reasonably required for you to arrange a new insurance policy, but a maximum of 10 days. The insurance premium for the extension is charged to you afterwards.

The insurance is valid for you as a private person in capacity of traveler and is not valid for something that has a connection with your work or exercise of duty or other gainful employment. When working as an au pair or at a kibbutz is the insurance valid also during working hours.

# D. Excess

The insurance is valid without excess apart from the element I - Legal Protection. There is an excess of 20 % of the cost, no lower than SEK 1,000.

# E. Compensation for medical treatment

The insurance covers necessary and reasonable costs in the affect of acute illness, acute injury or accident. Costs that are covered are stated in E.1 – E.9 as follows.

You are recommended if possible to always contact Gouda's Emergency Center before a doctor is seen and medical treatment is started.

# E.1. Medical costs and hospital care

You will be reimbursed only for necessary and reasonable costs related to acute medical treatment, hospital treatment and medicines and for treatment and aids which the attending physician has prescribed for dealing with the acute illness, acute injury or accident, provided that this cannot wait until your return to Sweden.

You must contact a doctor where you are staying as soon as the illness or accidental injury occurs.

For treatment abroad from a physiotherapist, naprapath or chiropractor or for other treatment from a nonregistered practitioner, referral from a registered practitioner is required.

Gouda reserves the right to decide whether care should be given in the country of stay or whether you should return to Sweden for treatment.

# Medical care in sweden

For those who receive medical treatment in Sweden, and that are not able to receive compensation from the Regional Social Insurance Office in Sweden, is only the cost that would have been covered from the Regional Social Insurance Office, paid. For care and medical treatment in Sweden, you will be compensated only if the care or treatment is received from the public healthcare system, and compensation shall only be paid up to the level of high cost protection.

For hospital care in Sweden, you will be reimbursed for that part of the care fee which does not correspond to saved living costs. The normal living cost is calculated as 1,5 per millage of the price base amount per day.

#### Limitations

You shall as far as possible avail yourself of the public health service when residing in an EU/EEC country. The insurance shall not cover costs which could have been avoided by usage of the European health insurance card.

You will not be reimbursed for preventive healthcare, acupuncture, vaccinations, annual medical checkups, current check-ups during pregnancy, childbirth, cosmetic surgery or eye examinations carried out by an optician.

If morbid or other changes exist that are not normal for a person of your age at the time of the accident, you will receive compensation only for that injury which may be expected to have resulted if the changes had not been present when the injury occurred.

Check-ups and medication for earlier illnesses, injuries and accidents are not covered by the insurance.

# Compensation period

You are compensated for costs, in the case of acute illness or acute injury that occurs within 60 days from the first day of medical treatment and in the case of accident that occurs within three years from the date of the accident.

If you become acute ill due to the same illness you must have been free from symptoms, treatment and medicine for at least 60 days before a new compensation period is starting.

#### E.2. Dental treatment

# **E.2.1.** Dentaltreatment due to accident

You will receive payment for dental treatment costs as a result of an accident. Damage to permanent dentures will be compensated in accordance with the same regulations that apply to natural teeth. This also applies to removable dentures that were in the mouth when damaged.

You must visit a dentist at the place of stay immediately when an accident occurs.

With the exception of acute treatment, Gouda must approve both costs and treatment before treatment commences.

Accident above shall be taken to mean physical injuries suffered involuntarily through a sudden external event (external force).

# Limitations

You can only be compensated for treatment costs for injury that can be attributed to the accident.

Estimated costs must be approved by Gouda before treatment commences.

Dental damage caused by biting or chewing is not regarded as an accident and the policyholder will only receive compensation according to the conditions in E.2.2. as follows.

Dental care is not compensated if the accident has occurred due to your lack of care for your teeth and if you have not been to current dental treatments every 12 to 18 months. If an accidental injury may have aggravated due to your lack of care for your teeth and due to you not being to current dental treatments are you only compensated for the injury that can be assumed to be the consequence if you would have taken care of your teeth and been to current dental treatments every 12 to 18 months.

#### Compensation period

You are compensated for costs that occur within three years from the date of the accident.

#### **E.2.2.** Emergency dental care

You will receive compensation for necessary and reasonable costs relating to temporary emergency dental treatment for an emergency condition.

You are required to seek dentist at the place of stay without delay after the conditions arise.

#### Limitations

You will not receive compensation for normal and routine dental care and orthodontics. You will not be compensated for acute dental treatment that is due to inadequate oral hygiene or due to you not having regular dental treatment.

Dental care is only compensated if you are able to show that you have been taking care of your teeth by current dental treatments every 12 to 18 months.

# Compensation period

You are compensated for costs that occur within 60 days from the first date of the dental treatment.

# E.3 Travelling expenses for cae and treatment

You will receive compensation for necessary and reasonable travelling expenses in connection with, by the policy covered, visits to a doctor or nurse, for hospital treatment and physiotherapy.

You will also be reimbursed for travelling expenses to and from dental treatment covered by this policy.

Journeys made in a private car will be reimbursed based on the petrol cost per mileage. Health journeys in Sweden will be reimbursed with 18 SEK per mileage.

### Limitations

You will only be reimbursed for necessary and reasonable costs and the costs must be verified with original receipts.

# Compensation period

You are compensated for costs, in the case of acute illness or acute injury, that occur within 60 days from the first day of medical treatment and in the case of accident that occurs within three years from the date of the accident.

## E.4 Additional expenses for travel home

If the doctor who treats you at the place of stay concludes that you must interrupt the journey on medical grounds and return to Sweden, you will be reimbursed for additional expenses for travel home. The necessity for returning home and the means of travel must be prescribed by the treating doctor and preauthorized by Gouda or Goudas Emergency Centre.

By travel home Gouda mean transportation of the ill or injured person to the Nordic native country.

You will be reimbursed provided that you return home within 60 days from the first visit to the doctors.

The insurance also covers a return journey (maximum economy class) to the place of residence under the condition that at least 31 days was remaining of the journey and the policy period by the time of travel home and that you are declared healthy and no longer in the need of care due to the illness, injury or the accident that led to the travel home.

If the travel home takes place when less than 31 days remain of the journey and the policy period compensation may go out in some cases also for a return journey if you can show a straight purpose with the return journey, such as examination or a compulsory element needed for examination or similar.

Both travel home and return journey must be approved in advance by Gouda or Goudas Emergency Centre.

# E.5. Transport home in case of death

In the event that illness, injury or accident results in death, compensation will go out for transporting the deceased person to Sweden.

Instead of repatriation, Gouda can compensate costs for funeral at the place of stay.

#### Compensation period

Compensation will go out under the condition that, in case of death through illness, the repatriation takes place within 60 days from the first visit to the doctor and in case of death through accident, the repatriation takes place within three years from the date of the accident.

#### Limitations

The repatriation has to be approved in advance by Gouda or Gouda Emergency Centre. A death certificate from the involved local authorities must be given to Gouda.

There is a maximum compensation of SEK 20,000 for funeral at the place of stay.

# E.6. Travel expenses for next of kin to seriously ill, injured or deceased person

If a doctor assesses that your acute illness, acute injury or accident is so severe that he assesses it necessary will Gouda pay the costs for journey with economy class from the home country and return, including living, for maximum two next of kin. The same is valid if the insured dies.

#### Limitations

The journey must be approved in advance by Gouda or Goudas Emergency Centre and a certificate that validates the necessity of the journey has to be given to Gouda.

The difficulty alone for the insured to transport, take care of one's household or similar does not cause the right for such journey.

# Compensation period

Compensation will go out under the condition that, in case of acute illness or acute injury, the journey takes place within 60 days from the first visit to the doctor and in case of accident, the journey takes place within three years from the date of the accident.

# E.7. Changed accommodation

If acute illness, acute injury or accident, according to certificate of the treating doctor at the place of stay, certifies that you must change your accommodation or extend your stay will Gouda pay any additional costs for board and lodging for a maximum of 60 days from the first visit to a doctor.

If you miss your planed travel home due to hospitalization will compensation go out for you additional costs for the travel home.

#### Limitations

Certificate that proves the necessity of changed accommodations has to be given to Gouda.

Compensation for additional costs for travel home will go out under the condition that the travel home takes places as soon as it is possible medically.

# Compensation period

Compensation will go out for lodging for a maximum of 60 days from the first visit to doctor.

Compensation for additional costs for travel home will go out due to acute illness or acute injury if the travel home takes place within 60 days from the first visit to doctor and in case of accident if the travel home takes place within three years from the date of the accident.

# E.8. Expenses for travelling to next of kin who becomes seriously ill, injured or dies, or in case of substantial damage to your private property in sweden

If a next of kin in Sweden suffers an acute illness, acute injury or accident, and the attending physician deems it necessary, then compensation shall be provided for the additional cost entailed by your travel home to Sweden.

Compensation shall also be provided for the additional costs of your travel home if your private property in Sweden suffers substantial damage through a sudden and unforeseen event and your immediate presence there is required as a result.

The return journey to the departure point for your travel home shall also be borne (economy class at maximum).

### Limitations

In order for compensation to be paid, substantiating documentation is required from a doctor, the police or another competent authority. Gouda or Gouda's Emergency Centre must also be notified immediately of what happened, and Gouda must grant approval before the travel home is commenced.

All claims for costs must be substantiated by original receipts.

Return journey costs shall be reimbursed provided that at the time of the travel home at least 31 days remained of the study trip and coverage period. The return journey must occur within 60 days of the date of homecoming. If the journey home occurs when less than 31 days remain of the study trip and coverage period, compensation may in certain cases also be provided for the return journey if you can demonstrate that the return journey has a clear purpose, such as an examination, a compulsory element required for an examination or similar.

Only one travel home resulting from an illness or accident shall be compensated.

Where travel to a country other than a Scandinavian country occurs, you shall bear the additional costs thereof.

Both the travel home and the return journey must be approved in advance by Gouda or Gouda's Emergency Centre.

# E.9. Exceptions (concern items e1-e8)

The insurance does not cover medical costs, travel expenses or other expenses that are the result of a need for care that already existed when the journey started. If acute exacerbation of the condition occurs during the journey, the insurance will only cover those additional costs incurred as a result of such exacerbation.

For a person who receives care in Sweden and who is not entitled to compensation from a Regional Social Insurance Office in Sweden, only those costs shall be paid which would have been paid if this entitlement had existed.

The insurance does not apply in the following cases:

- An accident or acute illness which is attributable to the fact that you used drugs, alcohol, narcotics or comparable substances.
- Costs which are associated with suicide or attempted suicide.
   N.B.: This exception shall not apply in the case of section E.5. Transportation home in the event of death.
- Costs associated with abortion, sterilization, fertility treatment and fertility investigations.
- Costs associated with current check-ups due to pregnancy or giving birth. N.B.: The insurance covers reasonable and necessary costs for medical care due to pregnancy until the 32nd pregnancy week if complications occur during the insurance period.
- Costs resulting from the fact that, as a result of your injury, a ship or airplane must alter course or flight plan.
- Costs for staying at hydropathical, nursing or convalescent home and associated travelling expenses.
- $\bullet \quad \mbox{Costs}$  for private medical treatment in Sweden.
- Additional costs for trips to and from studies/work which have arisen as a result of acute illness or an accident.
- Costs which have been refunded from another quarter in accordance with the provisions of laws, statutes or conventions or under the terms of other insurance.
- Costs in the case of acute illness and accident resulting from a nuclear process connected with military activity in which the insured is engaged.
- Costs resulting from an existing medical condition which has exhibited symptoms later than 6 months before the insurance entered into force.

- Costs of transportation home or other transportation due simply to your fear of/anxiety about the risk of infection or some other risk.
- Costs which could have been avoided by utilizing the European health insurance card.
- Costs associated with the exceptions enumerated in G.2 Group 3 below
- Costs of care in the country of stay if the insured chooses to remain in that country despite the fact that the coverage period has expired and that no extension has been taken out, even though the compensation period (90 days or 3 years respectively) continues to run.
- Additional costs which arise as a result of the fact that you have travelled to Sweden and/or undertaken a return trip to the study destination without the approval of Gouda.
- Additional costs which arise as a result of the fact that a next of kin of yours has travelled to your country of stay without the approval of Gouda.

# F. Disability and death benefit due to accidents

#### **Extent**

The insurance covers medical or financial disability for accidents that lead to permanent disability and for death suffered by you during the insurance period.

### F.1. Amount insured

- Medical disability: For total, 100 %, medical disability the amount paid is SEK 400,000.
- Economic disability: For total, 100 %, economic disability the amount paid is SEK 400,000.
- For death: For death the amount paid is SEK 25,000.
- Means of assistance at disability: The maximum amount paid for means of assistance is SEK 25,000.

# F.2. When accident occurs

In the case of an accident which may result in entitlement to compensation, you must immediately contact Gouda or Gouda's Emergency Centre. The injury must be reported as soon as possible, and not later than within three years of the date on which you learned that your claim could be upheld.

# What qualifies as an accident?

Accident shall be deemed to mean physical injuries suffered as a result of sudden external force. For frostbites, heatstroke and sunstroke the requirement for "sudden" is disregarded. The day any such injury is first apparent will be regarded as the time of the accident.

# **Exceptions**

The following are not regarded as accidents:

- Great exertion that causes for example muscle rupture or lumbago. This cannot be regarded as an accident because it lacks the external force that characterises an accident.
- Injury brought about by the use of a doping or narcotic substance.
- Injury brought about by infection by bacteria, a virus or other infectious matter.
- Injury brought about by the use of medical substances or through operation, treatment or examination not brought about by the injury covered by this insurance.
- Such a condition even if diagnosed after an accident cannot, according to medical experience, be regarded as being due to the accident but to illness, disablement or unhealthy changes.

#### F.3. Disability

In case of disability, Gouda will pay compensations in accordance with the degree of disability.

When determining the degree of disability, an assessment is made based on the financial disability if such exists, followed by the medical disability. The assessment must however always be based on the disability that gives the highest compensation.

Payment can never be made for both medical and financial disability.

#### F.3.1. Medical disability

Medical disability means future permanent reduction of bodily functions resulting from the accident.

Medical disability also includes disfiguring scars, permanent aches and pains and loss of senses and/or internal organs.

You are entitled disability payment if the injury caused by the accident causes disability within three years of the accident, and at least twelve months have passed since the accident. When the definite degree of disability has been established, payment will be made with an amount of the full value of the policy that corresponds to the degree of disability. Please note the restrictions stated in G1-G3.

If the degree of disability can be established within twelve months of the accident, the right to compensation shall apply and compensation will be paid once the degree of disability has been established.

The definite degree of disability should, if possible, be determined within three years of the accident. It can, however, be postponed if, according to medical expertise, this is necessary.

#### F.3.1.1. Assessing medical disability

Assessment is made irrespective of how much the capacity for work has been reduced due to the accident.

Physical injuries caused by the accident and which can objectively be verified will form the basis assessing the degree of disability. The medical degree of disability is determined in accordance with a table drawn up by the Swedish insurance line of business – "Gradering av medicinsk invaliditet".

If the accident causes multiple injuries, payment will be made based on one degree of disability and will not exceed the full amount.

If the functioning level of the injured body part was already reduced before the accident, the previous medical degree of disability will be deducted.

#### F.3.2. Financial disability

Financial disability means a future permanent reduction in the insured party's working capacity of at least 50% as a result of the accident.

You are entitled to financial disability when the accident causes a permanent reduction in your working capacity of at least 50% and the Regional Social Insurance Office grants early retirement of at least 50%.

You, however, are not entitled to claim until at earliest the day his/ her early retirement pension is paid.

Your working capacity is regarded as being reduced when all possibilities for work in other occupations have been explored and the Regional Social Insurance Office has approved early retirement in accordance with the Swedish National Insurance Act. In addition, before the financial disability comes into force and within three years from the date of the injury, you shall have received payment for medical disability.

If at the time of the accident you are receiving partial sickness benefit or partial early retirement pension you can only claim financial disability up to a maximum amount that corresponds to the loss of your remaining working capacity.

If at the time of the accident you are receiving full sickness benefit or full early retirement pension, then you are not entitled to financial disability.

#### F.3.3. Death benefit

Death benefit is payable provided the accident leads to death within three years from the date of accident.

Please note the restrictions stated in G1-G3.

Death benefit is paid to the estate of the deceased.

Should death occur prior to commencement of disability allowance the disability allowance will not be paid.

Should death occur after the commencement of disability allowance but before the final payment is made, payment will be made to the deceased person's estate to the amount that

corresponds to the medical disability secured before death occurred.

# F.4. Means of assistance for disability

As well as disability compensation you can also claim compensation for means of assistance and other medical measures prescribed by a doctor as necessary in order to relieve the discomfort caused by your disability and for which you are not receiving compensation from elsewhere in accordance with legislation or special statutes. Reimbursement will only go out for costs that have been approved by Gouda in advance.

#### F.5. Re-examination

Should the injury caused by the accident cause significant worsening of bodily functions or working capacity after the final settlement has been reached, you are entitled to have your degree of disability examined again. Re-examination cannot, however, take place until 10 years after the accident occurred.

# G. Limitations

#### G.1. Flying

The following applies to people who are undergoing pilot training:

This insurance covers flying accidents during training when you are the pilot or are performing another function on board, under the condition that a instructor with a valid flying certificate is commander and responsible for the flight.

#### G.2. Sporting activities

Below follows a list of the sporting activities fully covered by the insurance, those with reduced cover and those that are not covered by this insurance.

# **Group 1**

# Sporting activities with normal coverage:

Ballooning (organized excursions)

Basketball

Mountain biking (not the extreme form)

Cricket

Cycling

Diving with tubes (no deeper than 25 meters)

Rafting

Soccer

Fencing

Go-cart

Golf

Cave descending

Cave walking

Ice hockey

Canoeing

Running

Cross-country running

Horseback riding

Rowing

Windsurfing

Sailing (organized, not solo)

Ice-skating

Hiking/mountain hiking

Water skiing

Winter sports (officially marked slopes/tracks)

Wall climbing (with ropes)

#### Group 2

Examples of dangerous sporting activities covered by the insurance but with the limitation that it will not go out any compensation for disability or in case of death:

American football

Other types of skiing activities

Ski jumping

Mountain climbing (with ropes)

Bobsleighing

Bungee jumping

Skydiving

Kite surfing

Flying (without a ticket) (also look at G.1)

Hang-gliding

Jet skiing

Micro light flying

Off-piste skiing (with a guide)

Toboggan

Rugby

Gliding

Wave surfing

PLEASE NOTE! These are examples of activities. Activities similar to these examples are also classified as group 2 activities.

#### **Group 3**

### Dangerous sporting activities not covered by this insurance:

Exceptionally risky sports

Combative sports / self defense sports

Hunting / Usage of fire or weapons

Mountain climbing expeditions / free climbing / climbing without ropes

Deep sea diving

Single-handed sailing / extreme forms of sailing (e.g. sailing over the Atlantic)

Ice climbing

Motor sports

Off-piste skiing (without a guide)

Competitive sports (speed and record-breaking activities etc.)

Other dangerous sports

PLEASE NOTE! These are examples of activities. Activities similar to these examples are also classified as group 3 activities.

#### G.3. Atomic nuclear process

The insurance does not cover accidents caused by an atomic nuclear process if the process is connection with military activities in which you are involved.

If you have several accident policies in one or several insurance companies are the insurance amounts, in case of disability due to atomic nuclear process, limited so that they together will not go over SEK 250,000.

The amounts are divided among the different policies in reference of their responsibility according to the actual element.

# H. Liability

The insurance is valid for you as a private individual in your capacity as a traveler and not in relation to anything connected to your work or official duties or other gainful employment. If the insurance has been taken out for working as an Au-pair or for work on a kibbutz is the insurance valid also during working hours.

In the event of somebody claiming damages for personal injury or material damage caused by you during the insurance period, the insurance policy will pay if said damages are covered by the policy.

#### H.1. Gouda deals with claims as follows

If claims are made against you:

- Gouda investigates whether you are liable to pay damages.
- Gouda negotiates with those claiming damages.
- Gouda will speak on your behalf in court and also pay the costs of the court proceedings if these cannot be obtained from the counterpart.
- Gouda will pay any damages that you are liable for in compliance with current laws relating to claims for damages.

# H.2. Maximum amount

The maximum compensation for each individual case of damages is SEK 10,000,000. This also applies if several injuries or cases of damage occur at the same time for the same reason.

During Au-pair- and kibbutz work is the insurance valid also during working hours, but the maximum amount is then SEK 1,000,000.

# H.3. Damage to rented premises

The insurance covers damage caused by you to hotel rooms or other rented premises and fixtures and fittings thereof.

#### Restrictions

Damage due to wear and tear or neglect is never paid and neither is damage caused by gross negligence or willful actions.

#### H.4. What the insurance does not cover limitations

The insurance does not cover liabilities over and above current Swedish Law on Damages.

# **Exceptions**

The insurance does not cover:

- Damage to property that you have rented, borrowed, modified, repaired or in any other way occupied on more than a temporary basis (does not apply to rent premises, H.3).
- Damage you could be made liable for as owner of a property, as possessor of a ground lease or as owner of an apartment abroad.
- Damage arising from overt acts by you which, according to Swedish law, could lead to imprisonment.
- Damage you could be made liable for towards next of kin, or
- Damage you could be made liable for as owner, user or driver of:
  - 1. a motor vehicle where damage is caused when using the vehicle in traffic.
  - steam ship, motor ship, water scooter, sailing ship (not surfing board), hovercraft or hydro copts.
     Note: The policy covers injury if the boat is equipped with a maximum 6hp outboard engine or a sail with a sail area of maximum 7.5 square meters. This also applies to a wind surfing board regardless of sail area.
  - 3. aircraft, balloon, screen air, hang glider or similar craft.

# H.5. If damages claims are made against the policy holder

If damages are claimed against you and you accept liability, approve the amount of damage or pay the damages without Goudas consent, then this will not be binding on Gouda.

If you have to go to court you must immediately inform Gouda and follow the instructions, otherwise the verdict will not be binding on Gouda.

You shall, as soon as you get knowledge of that a claim has been directed towards you, inform Gouda of the claim. To Gouda you have to attach a written claim directed towards you, from the injured. If the claim concerns a personal injury must the injury be verified by a medical certificate. If the claim concerns a property damage must the damaged, or lost, property be verified by original receipts, service report or similar. Damaged property must be saved until the claim is handled in full.

### H.7. Policy holder responsibility

A written claim, directed against you by the affected party, shall be handed in to Gouda.

# I. Legal protection

The insurance covers you as a private individual in your capacity as traveler and not in relation to occupation, exercise of duties or other gainful employment.

### I.1. When the insurance applies

You can get legal protection if the insurance is valid when the dispute arises or if the events or circumstances that underlie the claim have happened during the insurance period.

If you no longer have a legal protection insurance when the dispute arise, due to that the need for insurance has stopped, are you able to get legal protection thru this insurance if the insurance was in force when the events or circumstances that underlie the claim happened and if no longer than ten years has passed since the happening of the claim.

#### I.2. Maximum amount

- In every dispute is maximum amount payable SEK 250,000.
- If you and another insured stand on the same side in a dispute is the dispute considered as one dispute and the maximum amount payable is one insured amount. Evan if you have several disputes shall they be considered as one dispute if the claim is based on the essential same events or circumstances (thus can only one dispute exist even if the claims do not support the same legal ground).

# I.3. Disputes covered by the insurance

The insurance covers disputes that can be settled by a district court, real estate court, resident court, the VA-board of the State or water court or dispute that after settlement in those courts can be settled in court of appeal or the Supreme Court. In thus cases is the insurance also valid for new trial, but only if the new trial is granted.

#### Note

The insurance does not cover criminal action or disputes that can only be tried by Administrative Authorities or Special Courts such as Property Registration Authorities, Social Insurance Court, Rent Tribunals, Administrative Courts of Appeal, County Administrative Boards, County Administrative Courts, County Tax Courts or the Supreme Administrative Court.

If the dispute at first shall be settled in another authority, such as changing man, board of rental or hiring, are only costs that arise after the settlement paid.

### I.4. Disputes not covered by the insurance

The insurance does not cover:

- Disputes that, in the case of legal settlement, shall be handled according to the first chapter, third paragraph, first piece in the Penal Code (minor causes). This exception shall not however be applicable to a dispute arising from the insurance agreement.
- Disputes regarding divorce proceedings or other issues surrounding divorce such as custody, maintenance, division of joint property and ownership rights and corresponding issues surrounding separation.
- Disputes regarding occupational or official duties or other forms of gainful activity.
- Disputes connected to a guarantee obligation of the policyholder for the benefit of other persons in their gainful employment.
- Disputes which concern financial measures which are of unusual character or extent for a private person.
- Disputes concerning claims or demands transferred to you.
- Disputes that concerns you as owner of an apartment, house, property, real estate or site-leasehold.
- Disputes that concerns you as owner, user or driver of a motor vehicle, caravan or other trailer, aircraft, ship, steam, motor or sailing boat with the exception of a rowing boat.
- Disputes which concern damages or other claims against you due to actions that gives rise to suspicion of, or prosecution for, crimes of a punishable character.
- Disputes where you have no justifiable interest in being processed. Such an interest shall not, for example, be deemed to exist if a court or legal aid authority rejects an application for legal aid or decides that legal aid should cease.
- Concern a reduction of a purchase sum or of damages in accordance with the Code of Land Laws forth chapter, nineteenth paragraph (latent defects etc.) when the disputed amount falls below one price base amount according to the Social Insurance Act.

# I.5. Legal representation

In order for the insurance to be valid, you must be legally represented in a dispute.

# Requirements for legal representation

Legal representation must be suitable in respect to your domicile and the nature of the matter in hand and must:

- Be an advocate or lawyer employed in a lawyers' office.
- Be able to show that he/she has at some time during the last three years been appointed counsel in accordance with the Legal Aid Act in a dispute of a similar nature and continues to be appropriate as such.
- In some other satisfactory way has demonstrated that he/she is especially suited to the task.

Verification of a legal representative's suitability in accordance with the second and third points above shall be effected by the Swedish Insurance Companies' Legal Protection Commission.

The legal representative engaged must be approved in advance by Gouda.

#### Verification of fees

A legal representative whose suitability has been examined by the Swedish Insurance Companies' Legal Protection Board must undertake to accept the Board's decision regarding fees and expenses for the case.

If the legal representative is a lawyer, Gouda is entitled to demand arbitration at the Swedish Bar Association concerning the reasonableness of fees and expenses.

# I.6. Costs covered by the insurance

In the first instance, you should engage legal aid, as Gouda will not pay costs which may or may have been paid by public funds if an application had been made.

The number of hours spent on the dispute and fee shall be preapproved by Gouda.

You can receive compensation for the following costs if they are necessary and reasonable and if you cannot recover them from the counter party or the State. This means that Gouda will not repay costs if you, in or out of court, waives your rights to receive compensation from counter party. If damages to you may be considered also to include compensation for your advocates' expenses, no benefit will be paid for such costs under this insurance.

- Fees and expenses for legal representation are paid for a reasonable period of time and in accordance with the hourly expenses applied by the Swedish National Courts
   Administration
- Costs of investigation prior to a court case will be paid, provided that the investigation is ordered by the legal representative or that the National Board for Consumer Complaints has found it clear that the Board cannot settle the dispute without such an investigation.
- Cost will be paid in order to prove your case in court, or costs of arbitration proceedings.
- Court administrative costs will be paid.
- Costs will be paid for legal proceedings in court that you have been ordered to pay to the other party or to the state after the dispute has been dealt with in the court or via arbitration.
- Costs will be paid for legal proceedings in court which you, in a settlement in the course of the hearing, have undertaken to pay to the other party, provided that it is clear that the court would have ordered you to pay a higher amount in costs for the case if the dispute had been concluded in court.

# I.7. Costs not covered by the policy

- Own work, loss of income, travel expenses, board and lodgings or other out-of-pocket expenses for you or other policy holder.
- The execution of a verdict, decision or agreement.
- Additional costs which arise if you engage several representatives, or changes representatives.
- Remuneration to arbitrators.
- Costs not reimbursed by the government on grounds that the
  question of legal aid may be deferred while another similar case
  is heard under §10 subs. 9 of the Legal Aid Act, or if it may be
  assumed that a similar judgment would have been made if the
  student otherwise had been entitled to legal aid.
- Costs of representation that is not reimbursed via legal aid because you have changed your representative or chosen a representative who, in view of the circumstances, is not considered suitable.
- Gouda will not pay compensation if the damages can be compensated through another insurance policy.

# I.8. Recourse

To the extent compensation has been provided under this insurance, Gouda will act for you in enforcing your rights vis-à-vis a third party.

#### I.9. Excess

The insurance is valid with an excess of 20% of the cost, minimum SEK 1,000.

# I.10. Actions to be taken in the case of dispute

As soon as you get knowledge of a dispute, compensated by the insurance, are you to contact Gouda. You shall send a claim form to Gouda together with all the documentation there is about the dispute and contact information to the legal representation you have engaged. Be aware of that Gouda must approve your legal representation, his/hers fee and the amount of hours he/she calculate is needed for the actual dispute.

# J. Personal injury in the event of an assault

The insurance provides coverage during the period it is in force.

Gouda shall provide compensation for personal injury which you suffer as a result of ill-treatment or deliberate violence, if the perpetrator is unknown and/or it has been established that he/she is unable to pay damages. Compensation shall be calculated in accordance with Chapter 5 of the Liability of Damages Act.

If the ill-treatment or deliberate violence results in death, compensation shall also be payable in accordance with Chapter 5 section 2 of the Law of Damages Act.

Should you die as a consequence of the injury, the insurance shall nevertheless cover those damages to which your estate and survivors may be entitled under Swedish law.

If the insured suffers personal injury or loss as a result of a relative being deliberately killed, Gouda shall through assault insurance cover pay those damages for personal injury to which the insured is entitled under the provisions of Chapter 5 of the Law of Damages Act. The Law of Damages Act refers to the Swedish Law of Damages Act.

If the injury leads to an indictment, you shall, if Gouda so desire, plead the case for damages in court, in which case Gouda will defray the legal costs.

# J.1. What the insurances does not cover restrictions

Compensation shall not be paid:

- If you were under the influence of alcohol, a hypnotic, a narcotic or a drug, if you cannot show that there is no connection between this influence and your injury.
- If without reasonable cause you exposed yourself to the risk of being injured.
- If damages are related to you committing a deliberate act which under Swedish law may lead to a fine or more severe punishment.

- For damages which are only based upon consent.
- For damages which are based upon transfer from the person who is directly entitled to compensation.
- If you cannot show that you are entitled to damages and that the person who injured you is unknown or unable to pay damages.

#### Note

The first exception listed above is not applicable to rape or other sexual coercion.

# J.2. Actions to be taken in the case of injury

Injury which may lead to claims for damages must be reported to Gouda as soon as possible. You must also contact a doctor and as soon as possible report the matter to the police at the location where the injury took place and subsequently send the doctor's certificate and police report to Gouda.

If you are injured you must demonstrate that you are entitled to compensation and that the person who injured you is unknown or unable to pay damages.

# J.3. Maximum amount of compensation

The maximum amount of compensation payable for each instance of injury is SEK 500,000.

# K. Crisis thearapy

The insurance provides for crisis therapy if you, during your journey, are subjected to robbery, assault, rape, attempted rape, threat, accident, fire, burglary, traffic accident, natural disaster or other serious event covered by the insurance.

If the incident is a result of a crime, the incident must be reported to the police at the place of stay and a police certificate must be sent to Gouda.

Maximum compensation is SEK 10,000 per injury and policy holder. Crisis therapy must be carried out by a registered psychologist or psychotherapist within 12 months from the time of the incident.

To be entitled to compensation, you must contact Gouda before commencing treatment.

# L. Reimbursement of education costs

This event is only valid for policyholders that have taken out insurance to study abroad.

If you miss an examination as a result of acute illness, acute injury or an accident which entails hospitalization during the examination, you will be compensated as follows.

Examination refers to a scheduled written examination in an examination hall; home exams, hand-in assignments or similar are not considered examinations.

If more than one course is examined at the same time, compensation may only be granted for one of these, and then for that course that corresponds to the highest number of credit points. Compensation can consequently not be paid for double courses, even if these are examined simultaneously.

#### L.1. Insurance amount

The insurance amount shall correspond to SEK 1,841 for each week of revision prior to the examination.

One course credit point corresponds to one week of studies. In total however maximum compensation shall amount to SEK 25,000.

# L.2. Compensation levels and examples

Compensation shall be provided as a proportion of the insurance amount, as indicated in % in the table below:

Hospitalization during main examination session 50%
Hospitalization during the next available scheduled re-sit 50%
Hospitalization during both the main examination and the re-sit 100%

# Example 1

Due to hospitalization you miss the main examination session which corresponds to 15 points. The examination thus corresponds to (15/1,5) 10 weeks' of study, which gives an insurance amount of (10x1,841=) SEK 18,410. When the main examination session is missed, compensation is paid at the rate of 50% of the insurance amount, which gives compensation of (0.5x18,410=) SEK 9,205.

# Example 2

Due to hospitalization you miss a main examination session as well as the next available re-sit. The missed sitting includes examination of two courses, one of which is equivalent to 30 points and one to 10 points, together 40 points. The exam thus corresponds to (40/1,5) 26,67 weeks' of study, but compensation can only be provided for one course, and more specifically that course offering the highest number of points, that is to say, the course of 30 points which corresponds to 20 weeks' of study, which gives an insurance amount of (20x1,841=) SEK 36,820. The maximum compensation which can be granted however is SEK 25,000, so this last figure constitutes the relevant insurance amount. When both a main

examination session and a re-sit are missed, compensation is provided at the rate of 100% of the insurance amount, which means that the final compensation will be SEK 25,000.

#### L.3. Restrictions

A precondition for awarding compensation is that acute illness, acute injury or accident which leads to hospitalization must also be covered by the insurance. The exceptions and restrictions indicated in section E – "Compensation for medical treatment" are also applicable in this section.

# L.4. Responsibility of the insured

You must report a missed examination to Gouda as soon as possible. A claim form must be submitted together with a certificate from the attending physician to substantiate the claim of hospitalization as well as documentation from the school that confirms the date of the missed examination.

# M. Repayment of education costs

This event is only valid for policyholders that have taken out insurance to study abroad.

If you are forced to interrupt your studies, the insurance entitles you to compensation in the form of a refund up to a maximum of SEK 50,000 per academic year, of which a maximum of SE 25,000 shall be payable per term, provided that the cost of education cannot be repaid from another quarter. The cost of education refers to the paid term fee or similar. The cost of accommodation, board, travel, study literature or similar is not included in the cost of education.

Interruption of studies means that studies are interrupted without being resumed during any part of the remaining insurance and study period. An occasional break in studies shall not thus be regarded as interrupted studies.

# M.1 Amount of compensation

The insurance is valid for an insurance amount of SEK 50,000 for one study period lasting one academic year (100 %). The insurance amount for a half year, that is to say one term, shall be SEK 25,000 (50 %).

The insurance amount is thus directly related to how long the study period is in relation to a whole academic year and is consequently dependent upon the length of the study period. The compensation shall be determined pro rata, that is to say that compensation shall be provided for as large a proportion of the cost of education as corresponds to the time which remains of the educational period at the time of interruption of studies.

#### Example 1

You have paid an educational fee of SEK 10,000 for one term of 6 months. Interruption of studies qualifying for compensation occurs after 3 months, that is to say after half of the planned study period. The maximum compensation for a half term is (0.5x25,000=) SEK 12,500. Your cost for the remaining half of the educational period corresponds to (0.5x10,000=) SEK 5,000. Compensation can thus be provided in the sum of SEK 5,000.

#### Example 2

You have paid an educational fee of SEK 30,000 for one term of 6 months. Interruption of studies qualifying for compensation occurs after 3 months, that is to say after half of the planned study period. The maximum compensation for a half term consists of (0.5x25,000=) SEK 12,500. Your cost for the remaining half of the educational period corresponds to (0.5x30,000=) SEK 15,000. This amount however exceeds the maximum amount of compensation offered by the insurance for a study period of 3 months, and compensation can thus be provided in the sum of SEK 12,500.

# M.2. When the insurance applies

Compensation shall be provided if you are forced to interrupt your studies for any of the following reasons:

- If you or a next of kin of yours suddenly and unexpectedly suffer(s) an acute illness, acute injury or accident or die(s). A medical certificate which provides evidence of the necessity for the interruption of studies on medical grounds, issued by the attending physician at the place of study, shall be produced. For a next of kin, a certificate is required from the attending physician. A precondition for the granting of compensation is that the acute illness, acute injury or accident is covered by the insurance. The exceptions and restrictions specified in section E "Compensation for medical treatment" also apply in this
- If you are accepted on an educational course in Sweden for which you have applied at the same time as you applied to attend the educational course abroad. A certificate of acceptance must be produced.
- Events occur which cause substantial damage to your permanent residence in Sweden which means that you cannot reasonably carry on with your studies. Documentation from the police, an insurance company or another concerned authority must be produced.
- Your educational establishment, a school for example, is closed as a consequence of a decision by the authorities or as a result of war, political unrest or a natural disaster or for some other comparable reason or there is a recommendation from the Swedish Ministry of Foreign Affairs that you should not travel to

the country where your studies are to take place. Substantiating documentation from the competent authority is required and this shall be procured by you and sent to Gouda. The insurance is in this case secondary, that is to say that the repayment protection shall not apply if another insurance policy or authority or another party provides compensation.

 Your educational establishment is closed as a result of bankruptcy or suspension of payments. Substantiating documentation from a court or another concerned authority shall be procured by you and submitted to Gouda. The insurance is in this case secondary, that is to say that the repayment protection shall not apply if another insurance policy or authority or another party provides compensation.

#### M.3. Restrictions

The exceptions and restrictions indicated in section E – "Compensation for medical treatment" shall also apply to this section.

Nor shall compensation be provided for interruption of studies related to pregnancy.

# M.4. Measures to be taken in the event of injury

If you have to interrupt your studies you must:

- Immediately contact Gouda.
- Report your injury by submitting a claim form, documentation in accordance with N.2 above, documentation from your school indicating how large a proportion of the cost of education can be refunded by the school, a document which clearly shows what amount you have paid towards the cost of education and the start and finish date for your study period.

# N. Delay

# N.1. Travel start protection at outbound and journey home

If you get delayed to the departure basis in the Nordic region or to the journey home basis on the place of stay are you entitled to compensation for you necessary and reasonable costs due to connecting to your journey.

Maximum compensation is SEK 25,000 per injury.

#### N.1.1. Generaltransport

You will get compensated if the general transports you travel with to the departure basis in the Nordic region or to the journey home basis on the place of stay get delayed due to weather conditions, technical failure or traffic accident.

#### N.1.2. Private or rented car/motorcycle

You will get compensated if your private r rented car/motorcycle that you travel with to departure basis in the Nordic region or to the journey home basis on the place of stay gets delayed and the delay depends on an unexpected traffic barrier on the direct travel to the basis.

#### Limitation

When transport with car/motorcycle shall calculation of running time be done with consideration of season and current climate and with consideration of earlier weather reports. Compensation will not go out in the case of delay due to technical failure or punctured tire if this depends on lack of care of the car/motorcycle.

#### N.1.3. Ruined journey

If a connection from the departure basis in the Nordic region is not possible or if you lose more than half of the planned traveling time can Gouda instead leave compensation or for ruined journey with an amount that corresponds to the journeys price, however maximum the cost for the ticket.

#### N.1.4. Joint limitations to n.1

If compensation is to be paid you will have to follow the instructions given by the transporter/organizer and connection to the basis has to be planned so you are on place no later than an hour before departure or any other time informed by the transporter/organizer. At a direct subsequent connection within Europe on the going out journey shall you have at least three hours margin for change of means of transportation. If the delay depends on strike, union measures or lock out the insurance has to be bought before the strike breaks out or is given notice for compensation to be paid. Compensation will not go out in the event of bankruptcy or authority actions.

#### N.1.5. Responsibility of the insured

As soon as a delay occurs shall you contact Gouda. Delayed or missed departure shall be verified by certificate from the transporter. Costs shall be verified by original receipts.

### N.2. Connecting travel protection

If the general transportation is delayed at the return to the journeys basis within the Nordic region and you are therefore not able to make it in time to a planned connection with other means of public transport, the policy will compensate for necessary and reasonable additional costs for travelling expenses and board and lodging. The delay shall be due to technical failure, weather obstacle or a natural disaster, authority actions or actions by another person thru unlawful constraint (for example hijack).

#### N.2.1. Insurance amount

Maximum amount of compensation is SEK 1,000 per injury.

#### N.2.2. Limitations

If compensations are to be paid you will have to follow the instructions given by transporter/organizer and the connection to the basis in the Nordic region has to be planned so you are on place no later than an hour before departure or any other time informed by the transporter/organizer. At a direct subsequent connection on the journey home shall you have at least three hours margin for change of means of transportation. If the delay depends on strike, union measures or lock out the insurance has to be bought before the strike breaks out or is given notice for compensation to be paid. Compensation will not go out in the event of bankruptcy or authority actions.

#### N.2.3. Responsibility of the insured

You shall be able to verify your costs by original receipts. You shall be able to verify the delay by certificate from the organizer, airline or other transporter.

# N.3. Delay, public transport

If the public transport you travel with, or are going to travel with, get delayed more than four hours is compensation paid for necessary and reasonable costs that occur during the delay. After 24 hours of delay is additional compensation paid.

#### N.3.1. Insurance amounts

Compensation will go out in the event of:

- more than four hours delay, with SEK 500.
- more than 24 hours delay, with SEK 1,000.

Maximum amount is SEK 1,000 per injury.

# N.3.1. Limitations

The delay must be unforeseen and unplanned. Alterations to timetables made public before the departure from your place of domicile or equivalent is not regarded as a delay in accordance with these terms and conditions. If the delay depends on strike, union measures or lock out the insurance has to be bought before the strike breaks out or is given notice for compensation to be paid. Compensation will not go out in the event of bankruptcy or authority actions.

Compensation is not paid for alcoholic beverages.

# ${\bf N.3.2.}$ Responsibility of the insured

You shall verify your costs by original receipts. Purchases shall be done during the time of the delay and on the place where the delay occurs. You shall be able verify the delay by certificate from the organizer, airline or other transporter.

# O. Property cover (optional)

To exclude this Property Cover, you must chose not to take out Property cover when taking out the insurance. If have chosen to exclude Property cover, claims cannot be made for damage to your property.

The insurance policy will tell whether or not the travel insurance excludes Property cover.

# O.1. Luggage delay

The insurance is valid in case of luggage delay when the luggage is delayed on the going out journey from Sweden. The luggage has to be delayed more than six hours from arrival to the destination. Compensation is paid for purchase of clothes and hygiene articles and other necessary and reasonable additional costs.

#### Insurance amount

- Delay more than 6 hours: SEK 750.
- Delay more than 24 hours: SEK 1,000.
- Delay more than 48 hours: SEK 1,500.

#### Limitations

- Compensation is only paid if the luggage delay can be verified with a PIR-report from the responsible carrier.
- Compensation is only paid if you can verify your purchases and additional costs with original receipts.
- If the luggage never gets back and compensation is given for lost luggage will the compensation that has been given for luggage delay be deductable from the compensation for lost luggage.
- Compensation is only paid for luggage delay on the going out journey from Sweden.

### O.2. Damage to or loss of insured property

The insurance is valid for personal property which belongs to you or which you have hired or borrowed and which is primarily reserved for your personal use and for which you cannot obtain compensation through another insurance policy or agreement.

# Maximum amount of compensation

Personal property - maximum SEK 25,000, of which:

- Property that is especially liable to be stolen maximum SEK 20,000.
- Cash maximum SEK 2,000.
- Bicycle maximum SEK 8,000.
- Sunglasses maximum SEK 1,000.
- Mobile telephone maximum SEK 2,000.
- Snowboard or skiing equipment maximum SEK 6,000.

- Property bought during the trip maximum SEK 10,000.
- Compensation for expenses maximum SEK 2,000.

# Property for which the insurance does not apply

- Motor driven vehicle (an electrical driven vehicle is also regarded as a motor driven vehicle), a caravan or other trailer. The insurance shall however apply to an electrically powered wheelchair. Nor shall the insurance apply to parts or accessories for the above mentioned vehicles and crafts.
- Steamers, motor boats, water scooters, sailing boats (apart from sail boards), hovercraft or hydro copters, aircraft, air balloons, par gliders, wind gliders, hang gliders or similar craft. Nor shall the insurance apply to parts or accessories for the above-mentioned vehicles and craft.
- Drawings and manuscripts.
- Stamps, coins and notes with a collector's value.
- Animals.
- Property which under Swedish law and in accordance with legislation in the country of stay is unlawful to possess or use.

# Defenition of property that is especially liable to be stolen

- Cash, travel documents and other types of valuable document.
- Objects consisting wholly or partly of precious metal, genuine pearls or jewels.
- Antiques, artwork, authentic oriental carpets, pocket and wrist watches, furs.
- Apparatus/equipment/instruments (also accessories and software for these) for the production, storage, processing, transmission or reproduction of sound, text, figures or images.
- Binoculars and telescopes, musical instruments.
- Wines and spirits.
- Computers, computer accessories, diskettes, CD-ROMs and other accessories.
- Mobile telephones with accessories.
- Sunglasses.
- Sports equipment and other special equipment such as diving equipment, climbing gear etc.

### Requirements of care

The insurance applies to damage to your personal property caused by sudden and unforeseen events, provided that you have observed due care and prudence.

The property shall be handled and stored so that theft is as far as possible prevented. This is particularly important where the property concerned is especially liable to be stolen, highly valuable or of such a nature that under the circumstances it is clearly quite natural to devote special attention to it.

In order to ensure that the level of compensation is not reduced, the requirement of care stipulated in the insurance conditions must be fulfilled. The general deduction for inadequate care is 50%. The deduction may however be greater or less than this, depending upon how gross the negligence.

**O.2.1.** Theft or damage in your residence at the place of studying The insurance is valid for theft and damage in your residence when another person unlawfully enters the premises. The term residence shall not include cellars or basements and storage rooms in flat blocks, nor shall it include free-standing garages, outhouses, caravans, tents or similar.

#### Restriction

The insurance is not valid if the theft or damage is carried out by someone who has been given permission to stay in the residence. This shall apply even if someone has entered with the use of a key which he/she has had permission to use.

#### Requirement of care

Windows, doors, etc. shall be locked when the residence is left. Likewise, keys should not be left or hidden in the vicinity of the residence or marked and kept in such a way that an unauthorized person is able to determine where the key goes. If the insured shares a residence with others, the door to his/her own room shall be locked with a key to which only the insured has access, when the insured leaves the room.

If you have failed to satisfy these care requirements, the compensation may be reduced or denied completely.

#### **0.2.2.** Theft of carried property

The insurance is valid for theft of property which is brought outside the home

Registered property, which you yourself accompany on a trip, and which according to documentation from

the carrier has not been found within 30 days, shall be regarded as stolen carried property.

#### Restriction

The insurance does not apply to loss in conjunction with comprehensive damages.

# Requirement of care

Carried property shall be handled so that theft is as far as possible prevented.

The higher the value of the object, the stricter the requirement of care. Property that is especially liable to be stolen, money and valuable documents shall be kept in such a way that the insured has the property under supervision.

If you leave money, valuable documents, travel documents or property that is especially liable to be stolen in a hotel room or similar place, the room shall be locked and the property shall be stored in a lockable storage space, for example a chest or cupboard.

If you have not satisfied these requirements of care, the compensation may be reduced or completely withheld.

### **O.2.3.** Theft of or damage to a bicycle

You will receive compensation for a bicycle which was locked in an appropriate manner. For 'locked in an appropriate manner', see below under requirement of care.

The insurance also applies to theft of and damage to a bicycle which has been brought out of the dwelling.

# Requirement of care

When you leave the bicycle it must be locked with a bicycle lock which is fixed to the bicycle, with a padlock and chain or with a shackle lock or similar.

If you have not satisfied these requirements of care, the compensation may be reduced or completely withheld.

**O.2.4.** Property damage other than theft fire and explosion The insurance applies to damage to personal property as a result of fire. The same shall apply if the damage has arisen through explosion, sudden sooting or corrosive gas which has been formed as a result of accidental heating of plastic.

### Leakage

The insurance applies to damage to personal property caused by liquid or steam which has unexpectedly leaked, if the outflow has occurred from a cistern or piping system for water or oil situated within the house as well as an aquarium or water bed.

The insurance shall also apply to damage caused by leakage from flues, ventilating ducts, drainage systems, down pipes, roofs and gutters.

# Natural elements damage

The insurance also applies to damage caused by water or cold or some other unavoidable consequence of the fact that the dwelling where personal property is kept is damaged by:

- Storms with a wind speed of at least 21 m/s.
- Hail.
- Lightning.
- Cloudburst; rain with an intensity of at least 1 mm per minute or 50 mm per 24 h.
- Earthquake (at least 4 on the Richter scale), landslide, landslip, rock fall, avalanche or volcanic eruption.
- Dam breakthrough.

 Snow pressure; damage caused by the fact that the roof of a dwelling (not a terrace, balcony, ceiling or roof-like device) collapses as a result of pressure from snow.

#### Aeroplane which crashes

The insurance applies to damage caused by an airplane or other aircraft which has crashed or by parts that have fallen from the craft

#### Damage caused by wild animals

The insurance applies to damage to personal property caused by wild animals which have entered the dwelling. The insurance applies to damage caused by rats, mice and other rodents or insects, if their attack on the property was sudden and their ability to attack was unforeseen.

# Robbery or bag snatching

The insurance shall apply to property which has been stolen or damaged in connection with robbery or which has been forcibly snatched from you. A condition of the insurance is that the theft must be immediately perceived.

The insurance shall also apply to property which has been damaged in connection with assault.

#### Traffic accident

The insurance shall apply to property which has been lost or damaged in conjunction with a traffic accident in which you yourself were involved or injured.

**0.2.5.** Compensation for costs connected with reimbursable damage

The insurance gives compensation with maximum SEK 2,000 for necessary and reasonable additional costs that are a direct following from a reimbursable damage.

Compensation is given for costs for transportation to a police station to report the event, costs for making telephone calls to block a stolen mobile phone/credit card, costs for an interpreter, translation, transporting costs to maintain a new banking card or similar costs.

All costs have to be verified by original receipts.

# O.3. Events for which the insurance does not apply

The insurance does not apply to:

- Loss in connection with comprehensive damages.
- Damage through wear and tear, use, degradation, or change due to ageing.
- Superficial damage to suitcases and the like such as dents, scratches and so forth without any fundamental impact upon usability.

- Damage which has arisen through deficient or unsuitable packing.
- Damage through staining, soiling, battering or tearing. Note:
   Such damage as occurs in conjunction with the insurance events specified in O.2.4 will be compensated however.
- Damage which has arisen through registration or another type of forwarding or delivery where you yourself have not been a passenger on the means of transport involved.
- Damage through the effects of weather.
- Damage due to the ingress of carried liquid or lubricant.
- Damage to sporting equipment during use.
- Loss which may arise as a consequence of the use of debit cards/credit cards, cheques, bills of exchange and similar.
- Loss of property (including cash and valuable documents)
   which have been left behind, lost or mislaid, even though it is
   later stolen. If the property has disappeared without it being
   possible to say, with any probability, how it has disappeared,
   and then it will be regarded as having been forgotten, lost or
   mislaid.
- Loss in terms of one's own work, lost income, travel and accommodation or other expenses for you or another insured.
- Damage which can be compensated through other insurance policies, transport companies, hotels or similar.
- Theft from hotel rooms, passenger cabins or similar which are left unlocked.
- Theft from cars, boats, caravans or similar which are left unlocked.
- Theft/loss of property which is especially liable to be stolen, such as:
  - 1. that which may be found in boats, tents, cars, caravans, trailers or similar.
  - 2. that which may be found in or on motor vehicles.
  - 3. that which may be found in hotel rooms, passenger cabins or similar without having been stored in a specially locked space such as a cupboard, chest or case.
  - 4. that which has been registered.

# O.4. How objects are valued and compensated

# **O.4.1** Rules for compensation

Gouda reserves the right, instead of paying cash compensation for an item, to provide a new or used item in its place, or, if the item has been broken, to have it repaired. Gouda is also entitled to determine where repurchasing or repair shall occur. If an item for which Gouda has provided compensation subsequently reappears, you must send it to Gouda immediately. If however you wish to keep the item, you may do so, provided that you return the compensation which you received for that item.

Deduction from compensation shall be made if compensation has been paid from another quarter, for example by a transport company or hotel.

**0.4.2** How compensation is calculated

The item shall be valued and compensation determined with regard to its age, wear and tear, its novelty, usability and other circumstances, but without regard to its sentimental value.

# According to market value

The property shall be valued at market value, that is to say at what it costs in general commerce to purchase equivalent property of the same type and in the same condition as that which was damaged. This may entail significant depreciation where computers, sound recording devices, computer accessories and mobile telephones are concerned.

#### According to fixed depreciation

If property cannot be valued in accordance with the above, the value will be depreciated as follows:

- 0-2 years: no age depreciation
- up to and including 3 years: -20% in age depreciation
- up to and including 4 years: -40% in age depreciation
- up to and including 5 years: -60% in age depreciation
- older than 6 years: -80% in age depreciation

A deduction of more than 80% shall never be made if the property was in working order at the time of damage.

#### Example

You are robbed of a camera that is 2 years and 2 months old and which cost SEK 4,000 when purchased.

An age depreciation of -20% is thus applicable and your compensation will be 80% of the price when new, that is to say SEK 3,200.

# Consumer goods

Consumer goods such as cosmetics, perfumes, after-shave, toilet requisites and sanitary products etc. will be compensated at the rate of 50% of what it costs to purchase a new equivalent item.

#### Restriction

Data media, photographs, film and tape recordings and homemade items, for example hand-sewn clothes, home-prepared food and models which lack market value shall at maximum be compensated at the cost for the raw material.

# O.5. Responsibility of the insured

All damage to luggage/personal property shall be reported in writing. The following documents must be submitted to Gouda:

- Completed claim form
- Police report
- Original receipt or equivalent

Theft, robbery or assault must immediately, or as soon as possible, be reported to the police at the place where the incident occurred, and the original police report must be sent to Gouda. Damage which occurred during transportation or at a hotel must be reported to the transport company or to the hotel.

You must also submit an itemized claim for compensation to Gouda as well as provide any information and documents – for example purchase receipts, medical certificates – which Gouda requests in order to settle the loss.

Upon the loss of an insured object, you must be able to substantiate both the fact that you owned the lost object, what the object was worth and how old it was. The requirement related to such substantiation is stricter in the case of property which is especially liable to be stolen or other property of a high value.

Regarding loss of property which has been purchased secondhand, it must be possible to produce the original purchase receipt or equivalent which supports the original purchase price and date of purchase of the object. Where the insured cannot satisfactorily prove ownership of the lost object, compensation may be reduced or completely withheld, depending upon the nature of the property and other circumstances.

You are responsible for informing Gouda if there is any insurance that covers the same damage. If there is, you shall not be entitled to any higher level of compensation than that which corresponds to the damage overall.

Repair may only be carried out on Gouda's approval. Damaged goods must be kept so that Gouda is able to inspect them. You are responsible for co-operating in the inspection of both damaged and undamaged property.

# P. General provisions

# P.1. Validity period of the insurance and payment

The period of validity shall be the period for which you have taken out the insurance. The period shall commence when the trip begins, but not earlier than 0000 hours on the date indicated on the certificate of insurance or at the time apparent from the circumstances. The insurance shall only be valid provided that you have paid for it before the period of validity has commenced. If you have taken out insurance on the initial day, it shall not be valid until the hour that payment arrives to Gouda. Gouda's liability shall apply only to events which occur during the validity period.

# P.2. Mentally deficient individuals and children

If the requirement of care or another provision has been neglected by someone whose mental condition is indicated in Chapter 30 section 6 of the Criminal Code or who is under 12 years of age, no deduction shall be made from his/her compensation. On the other hand, deductions may be made from the compensation payable to a person who may be regarded as having consented to the action.

# P.3 Information on processing of personal data

Processing of your personal data is required in order for Gouda Reseförsäkring to enter into an insurance agreement with you and to fulfill its obligations to you. The information will be processed by renewal of your agreement, claims handling and to handle our customer relations with you. We will also process your personal data if there is a legitimate cause by our side to do so.

This is valid for customer follow-up, market-and customer surveys, by development of new and existing services and also when we log visits on our websites.

With regard to complaints, subrogation cases and legal proceedings we process your data in order to determine, claim and defend legal claims. We also process personal data with regard to other legal obligations that are incumbent for Gouda to fulfill in accordance to other legislation.

In case of the processing involves special categories of personal data such as I, health information, information on trade union membership, which are required to enter into an insurance agreement, we will ask for your consent to do so.

Automated decisions, on individual level, may be used by purchase of an insurance and by claims handling. In these instances of decisions personal profiling may be included. In the event of that the results of the automated decisions will affect you significantly, you may have the right to, in certain situations, to have the

decision processed manually. In the cases this may occur, you will be informed about it.

Gouda Reseförsäkring may make your personal data available for others, for example internally in the Gjensidige Group (Gouda Reseförsäkring is part of Gjensidige), to service partners, business partners, agents, travel agencies, insurance brokers, other insurance companies and to common registers of insurance companies. This will only be made to the extent it is permitted in accordance to current law and is not violating our professional secrecy.

In case of that your personal data is required by authorities, the professional secrecy, will be overruled, and may can share personal data without your consent.

Your personal data will be processed as long as you have an insurance with us.

After a cancellation of an insurance we will store the data until the has term of limitation of the actual products has expired. This is for the purpose that future claims may be made with reference to the contractual agreement.

# Data protection and Data protection officer

The Data Protection Regulation gives you greater control over your personal data. This means for, for example that you have the right to ask for access to, correction or deletion of your personal data. In certain situations, you have the right to protest against the processing and the right to ask for it to be limited in scope. You can also oppose to have personal data processed within the context of direct marketing, and you can recall your consent for that purpose. You have also the right to have the personal data, that you have provided to us, furnished to you and you have the right to complain to regulators.

You can exercise your rights on data protection by visiting our homepage gouda-rf.se and fill in the online form. You can also access the specific homepage directly by clicking on this link:

Begäran om insyn

You can also contact our Data Protection Officer via e-mail on dataskyddsombudet@gjensidige.se or by postal mail: Gjensidige Försäkring, Dataskyddsombudet, Box 3031, SE-103 61 Stockholm, Sweden.

# Integrity policy

Our complete integrity policy is available on <u>gouda-rf.se</u>. You can also ask for it to be sent to you by postal mail, by submitting a written request to us.

# Responsible for personal data

Responsible for personal data for Gouda Reseförsäkring is:

Gjensidige Forsikring ASA Norge, svensk filial Karlavägen 108, Plan 5 SE-115 26 Stockholm Sweden

Organisation number: 516407-0384

#### Postal address

Gjensidige Försäkring Box 3031 SE-103 61 Stockholm

# P.4. Limitation of damage or injury

You shall to the best of your ability attempt to limit damage or injury which has already occurred or to avert damage or injury which may immediately occur.

If you deliberately or through gross negligence overlook an opportunity to limit the injury, and this proves to be to the detriment of Gouda, the related compensation may be reduced or completely withheld.

#### P.5. Vaccination and medicines

It shall be incumbent upon the insured person, prior to departure to his/her destination, to undergo prescribed vaccinations. If the insured suffers from a complaint which calls for special medication, it shall be incumbent upon the insured to take this medication with him/her for the whole of the coverage period.

If the insured has failed to do this, then compensation for the costs which arise and which are directly connected with such failure shall be reduced or completely withheld.

# P.6. Payment of compensation

The compensation to which you are entitled shall be paid not later than one month after you have done that which it was incumbent upon you to do. If you are manifestly entitled to at least a certain amount, we will pay this on account in settlement of the final compensation.

When the issue involves property that has been repaired or where a new replacement purchase has been made, we will pay compensation not later than one month after the date on which the property was repaired or the replacement purchase was made.

#### P.7. Interest

Should payment of compensation be delayed longer than the period indicated above for any reason, you will receive penalty interest in accordance with the Interest Act for the period of delay. If the delay is due to a police investigation, however, you will only receive interest in accordance with the official minimum lending rate of the Riksbank (Central Bank of Sweden).

#### P.8. False information

If you fraudulently state, conceal or withhold anything of importance for assessing damage or injury, your compensation shall be forfeited. The same applies if you have deliberately provoked the occurrence of the insured event.

#### P.9. Provocation of an insurance event

If you have deliberately provoked the occurrence of an insurance event, you for your part shall receive no compensation. This also applies if the action was carried out by another person who acted with your consent, or who is in an essentially economic partnership with you (e.g. your spouse).

# P.10. Supplier's guarantee

For damage for which a supplier or another party is responsible under guarantee or through a similar undertaking, you will receive compensation only if you can show that the party with the undertaking is unable to discharge his/her obligations.

The restriction does not apply to consequential damage to a functional unit other than the one that was faulty.

#### P.11. War damage

The insurance does not apply in Sweden to damage that is connected to war, warlike events, civil war, revolution or insurrection.

If damage through war or as a result of other disturbances mentioned here has occurred outside Sweden, the insurance shall apply – with the exception of personal injury as a result of assault – if the damage has occurred within three months of the outbreak of disturbances and if you were staying in the affected area at the time of the outbreak. Another condition is that you must not have participated in the events or have been involved there as a reporter or similar.

On the same conditions, Gouda shall also pay any necessary additional expenses for your journey home – but not for those persons participating in such travel tours as indicated in the Travel Guarantees Act. Gouda shall also pay for the loss of luggage when the loss is due to the property being confiscated or if, on evacuation, you were forced to leave it behind.

If you travel to a country where war, warlike events, civil war, revolution or insurrection has/have already broken out, the insurance shall not apply to damage or injury which occurs there.

Gouda follows the Swedish Ministry of Foreign Affairs recommendations as to which places or countries you should not travel.

# P.12. Additional costs due to delay in the case of war damage

Where there is unavoidable prolongation of one's overseas stay in excess of 24 hours, compensation shall be provided for the period thereafter to defray additional costs of board and accommodation caused by the delay, at a maximum rate of 200 kronor per 24-hour period or part thereof, but not however for any period longer than 30 days nor if the insurance has been valid for a period longer than three months at time of the outbreak.

# P.13. Nuclear damage

The insurance does not apply to damage to property or where there is liability to pay damages if the damage is directly or indirectly attributable to a nuclear process.

# P.14. Force majeure

The insurance shall not apply to loss which may arise if a damage investigation, repair measure or payment of compensation is delayed as a result of war, warlike events, civil war, revolution or insurrection or official action, strike, lockout, blockade or a similar event.

# P.15. Double protection

If the same interest has been protected against the same risk with a number of insurance companies, each company shall be answerable to you as if it alone had granted such protection. However, you are not entitled to higher compensation from the companies than corresponds in total to the damage. If the sum of the various amounts of liability exceeds the damage, the liability shall be shared between the companies in accordance with the relationship between the amounts of liability.

# P.16. In the event of dispute

If we are unable to agree on the value of the damage to personal property and if we are unable to agree on any other procedure, a statement shall be requested from a claims assessor who is authorized by the Swedish Chamber of Commerce. He/she shall apply the valuation rules of the insurance terms and conditions.

Your cost for this valuation shall be 500 SEK plus 10% of the excess amount, but no higher than half of the fee payable to the claims

assessor. Should the claims assessor arrive at a higher amount than Gouda has offered, Gouda shall bear the full cost of valuation.

#### P.17. Recovery

To the same extent that Gouda pays compensation for damage or injury, Gouda shall assume the right to demand compensation from the party responsible for the damage or injury. If this is a private individual, Gouda shall demand such compensation only if he/she has caused the damage or injury deliberately or through gross negligence or if the damage or injury is connected with his/her gainful activity.

# P.18 Legal provisions

This insurance shall be subject to the provisions of the Insurance Agreement Act (2005:104) and of Swedish law in general. Disputes arising from the insurance agreement or this insurance condition shall be resolved in accordance with Swedish law in a Swedish court unless otherwise agreed upon or stipulated in the insurance policy.

#### P.19. Limitations of claims

Damage or injury which may give entitlement to compensation shall be reported to Gouda as soon as possible and within three years of the date on which you became aware that the claim could be enforced.

Assessment of limitation shall be subject to the provisions of Chap.7 section 4 of the Insurance Agreement Act 2005:104 (FAL).

You will lose your right to insurance compensation if you fail to bring an action against Gouda within three years of the date on which you became aware that the claim could be enforced and in any case within ten years of the date on which the claim could at the earliest have been enforced. If you have reported the damage or injury to Gouda within the time specified here, however, you always have six months in which to bring an action against Gouda, calculated from the date on which Gouda informed you of its final decision on the issue of compensation.

# P.20. Repayment of premiums

Premiums shall be repaid in full, without an administrative charge, in the following cases:

- When premiums have been paid twice (only one or two paid premiums will be repaid)
- If you choose not to begin your trip and your studies
- If the school/college does not approve the insurance and the trip has not started.

Premiums shall be partially repaid in the following cases:

 If you have begun your trip, but subsequently interrupt it and return to Sweden ahead of time.

Repayment may then occur for that part of the insurance premium which corresponds to that part of the coverage period which still remained at the time of your return to Sweden. In these cases Gouda will extract an administrative charge of SEK 100.

For premium repayment, you must send in a written notice of cancellation to Gouda. If cancellation is due to you returning to Sweden ahead of time you must be able to prove when you returned to Sweden, with the aid of a boarding card or similar, for example.

# P.21. Processing of damage or injury claims

The information which is submitted for the settlement of damage or injury claims will be recorded and processed using information technology.

# P.22. Compensation from other insurance policies

In those cases you are entitled to compensation from another quarter on the basis of laws or statutes or from other insurance, you will not receive compensation from this insurance.

# P.23. Review and appeals

If you have received a decision from Gouda about which you have questions or which you feel is out of proportion to the damage or injury suffered or inconsistent with the insurance terms and conditions in general, Gouda would like you to contact the company as soon as possible. Gouda wishes to assure itself that a misunderstanding has not occurred or that its decision was not taken on the basis of faulty or incomplete information.

Gouda asks you in the first instance to gather your views and submit a written request for a review to Gouda. A new case administrator will then re-examine your case and within a short space of time provide an answer to your questions and views.

If after an internal review you still have views on Gouda's decision, you can apply to the following authorities for further advice and review:

# The Swedish Consumers' Insurance Office

This office is jointly run by insurance companies and the Swedish Financial Supervisory Board and the Swedish National Board for Consumer Policies. The function of the Office is to give free advice and assistance in various insurance matters to private individuals and certain business people.

Address:

# Konsumenternas Försäkringsbyrå (The Swedish Consumers' Insurance Office)

Klara Norra Kyrkogata 33 111 222 Stockholm Sweden

Telephone: +46 8-22 58 00

# The Swedish National Board for Consumer Complaints (ARN)

ARN has a special department for insurance issues for private individuals. If you want to request that ARN examine your case, you should apply to the ARN office: Allmänna Reklamationsnämnden (ARN) Box 174, 101 23 Stockholm, Sweden telephone +46 8-555 017 00. The examination is free of charge. The Board does not deal with negligence issues and personal injuries related to traffic accidents. Nor does the Board deal with assessment of medical disablement.

#### Court

As in all disputes, one may also apply to the court to have one's case tried. Contact your nearest Swedish district court to find out more about, for example, simplified court proceedings. Within the framework of the terms and conditions, legal protection insurance shall also apply in disputes with Gouda. Observe however that if the dispute concerns valuation, this shall be tried in accordance with the General Provisions of the insurance terms and conditions, Q.16. 30

# Q. Definitions

#### Acute illness

Acute illness refers to a morbid condition which arises during the coverage period. For the illness to be regarded as having arisen during the coverage period, the symptoms must have occurred and the first contact with a doctor must have taken place after entering into the insurance.

#### Acute injury

Acute injury refers an injury which arises during the coverage period which by definition is not an accident.

In order for the injury to be regarded as having arisen during the coverage period, the injury must have occurred, the symptoms must have arisen and the first contact with a doctor must have taken place after the insurance went into effect.

# Acute dental problems

Acute dental problems refers to dental problems which the insured suddenly and unexpectedly suffers and which are not attributable

to deficient oral hygiene or do not have any connection with the insured person's failure to undergo routine dental check-ups at least every 18 months.

#### Comprehensive damages

Comprehensive damages refers to damage to your property which arises through a sudden and unforeseen event. For example, if you stumble and drop your camera on the ground and your camera is then damaged, or if you drop it in the sea so that it disappears, this damage will be regarded as comprehensive damages.

# Gouda Alarm (24h Emergency Centre)

#### Gouda Alarm

A.C Meyers Vænge 9 DK-24550 København SV Denmark

Telephone +45 33 15 60 60 E-mail: alarm@gouda-rf.se

# Home country

Home country refers to one's country of residence, that is to say the country where you were registered and where you were living at the time prior to your departure.

# Next of kin

Close relative refers to a husband, wife, partner, registered partner, child, brothers and sisters, parents, paternal grandparents, maternal grandparents, parents-in-law or another person with whom the insured is living. Brothers and sisters refer to children of biological parents and adoptive parents. See definition of partner below.

#### Necessary and reasonable costs

Necessary and reasonable costs refers to costs which Gouda, with regard to the circumstances in the particular case in question, might reasonably expect as customary and usual, both as regards the magnitude and the nature of the costs.

#### **Accident**

An accident refers to physical injury suffered involuntarily by the insured as a result of a sudden and unexpected external event (external violence). Where frostbite, heat stroke and sunstroke are concerned, the requirement as to suddenness shall be overlooked. The date on which such injury manifests itself shall be regarded as the date when the accidental injury occurs. Chewing and biting injuries shall not be regarded as accidents.

#### Price base amount, PBB

The price base amount stipulated by the General Insurance Act (1962:381). It is worked out on the basis of changes to the general price level. According to current provisions, this is indicated by the development of the consumer price index and is fixed for an entire calendar year.

#### Pir-report

Property Irregularity Report. The report that is taken by responsible transporter in the event of delayed or lost luggage.

# Registered property

Registered property refers to property which is handed over to a transport business, airline or another party for forwarding (checked in luggage), even if the insured individual is travelling on the same transport means.

#### Premium area

Premium area refers to the geographical area for which the insurance has been taken out (Europe or World Wide)

### Start and finish of trip

The trip will be regarded as having begun when the insured person leaves home or the equivalent in order to begin his/her trip, and it will be regarded as having finished on his/her return to any of these places.

### **Travel Guarantee Act**

Those persons who are covered by the Travel Guarantee Act are those who have purchased an individual trip which has been marketed with a pre-arranged programme and which includes costs for the journey and accommodation. Those who are covered by the Travel Guarantee Act are also those who have purchased a trip which has been designed for a group of travelers.

#### Travel documents

Travel documents refers to travel tickets, travelers' cheques, passports, petrol and restaurant coupons, lift and green fee cards and similar.

# Robbery

Robbery constitutes violence against the person or the use of threats which involve imminent danger. Also included herein is less severe violence against a person provided that the violence and theft are immediately perceived by the person who is exposed to the violence, and he/she has done what may reasonably be expected of him/her to prevent or reduce the injury, and provided that the event can be substantiated through reliable investigation.

#### **Partner**

Partner refers to the person with whom the insured lives in a quasimarital relationship and who is registered at the same address. In order to be considered a partner, it is required that none of the partners be married or have a registered partnership with anyone other than the person with whom he/she lives.

#### Claim form

Gouda's special form for the damage/injury report, which can be found on the Gouda website at www.gouda-rf.se. The form may also be requested by telephoning +46 8-615 28 00. There is a separate form for cancellation losses, and a common form for other damage/injuries.

# Property which is especially liable to be stolen

Property which is especially liable to be stolen refers to cash, travel documents or other types of valuable documents, objects wholly or partly made of precious metal, genuine pearls and jewels, antiques and artwork, genuine oriental carpets, pocket and wrist watches, furs and pelts, apparatus/equipment/instruments (including accessories and software for such property) for the production, storage, processing, transmission and reproduction of sound, text figures or images, telescopes and binoculars, musical instruments, wines and spirits, computers, computer accessories, diskettes, CD-ROMS and other accessories, mobile telephones with accessories, sunglasses, special equipment such as diving equipment, climbing gear etc.

# **Disputes**

A dispute refers to a legal disagreement which cannot be resolved without the involvement of judicial authorities. In order for a dispute to be considered existent, all non-judicial possibilities of resolution must have been exhausted.

#### Valuable documents

Valuable documents refer to shares, bonds, bank books, promissory notes, stamps, value coupons, tickets etc.

#### Assault

Assault refers to injury through violence against the person.

# R. Measures to be taken when Injury/damage occurs

If you suffer an injury which entitles you to compensation under the insurance terms and conditions, please read these instructions carefully. Observe that there are instructions for each section of the insurance terms and conditions, which are not accounted for in this section.

Report your injury/dameg to:

#### Gouda Reseförsäkring

Box 3031 SE-103 61 STOCKHOLM Sweden Telephone +46 8 615 28 00 E-mail: claims@gouda-rf.se

The claim form must always be completed and sent to Gouda. You can order the claim form from Gouda's website at www.gouda-rf. se, or ring Gouda on +46 8-6115 28 00 and Gouda will send you the injury report form. Injury shall be reported to Gouda as soon as possible and within three years of the date on which you became aware that your claim could be enforced. Chap.7 section 4 of the Insurance Agreement Act (2005:104) shall apply to limitation of claims.

In all cases of injury, the original receipt, original medical certificate, original police report etc. must be sent Gouda. You must also provide Gouda with an itemized claim for compensation and give Gouda the information and documents, for example purchase receipts, medical certificate etc. which Gouda requires in order to settle the injury claim. You are responsible for informing Gouda if there is any other insurance which is valid for the same injury. In such cases, you are not entitled to higher compensation than that which in total corresponds to the injury.

# R.1. Responsibility of the insurd person

Below is a guide outlining how the insured person should respond in the event of damage/injury, depending upon the type of damage/ injury which has occurred. The guide is general and shall be read together with the provisions which can be found under the respective compensation sections in the insurance agreement.

Event/damage/injury Action by the insured

# **Medical treatment**

If medical treatment is required, Gouda's Emergency Centre must be contacted as soon as possible, if possible before a doctor is visited. In such cases Gouda is able to provide advance information regarding cover and to investigate the possibility of issuing a payment guarantee to care providers who accept these.

If the insured has visited a doctor without contacting Gouda's Emergency Centre, the insured can ask the care provider to invoice Gouda directly or pay for the visit and then submit the original receipt and other medical documents to Gouda together with an injury report, and Gouda will then subsequently decide the extent of insurance coverage.

#### Hospitalization

Should an acute illness, acute injury or accident require hospitalization, Gouda's Emergency Centre must be contacted.

#### Death

In the event of death, contact Gouda's Emergency Centre. Our personnel, in consultation with the concerned authorities, can attend to the necessary arrangements Summons to return home/ Summons to the insured individual's location If the insured needs to go home as a result of the illness/injury/death of a close relative or due to damage to his/her private residence or if a close relative has to travel to the insured on account of the latter's illness/injury/death, Gouda's Emergency Centre must be contacted to assess the entitlement to compensation and to attend to the travel arrangements. If the insured himself/herself or his/her close relative makes arrangements for the trip, the injury report must be sent to Gouda together with original receipts for incurred costs and Gouda will then subsequently decide the extent of the insurance coverage.

#### Transportation home

If for medical reasons the insured person needs to be transported to Sweden, Gouda's Emergency Centre must always be contacted, and the latter in consultation with the attending physician shall assess the necessity of the trip and when and in what way it should occur.

# Trauma therapy

If an event occurs which entitles compensation and entitles the insured to trauma therapy, Gouda or Gouda's Emergency Centre must be contacted. All treatment must be approved by Gouda in advance. The event must be substantiated with documentation obtained from the authority involved and costs must be substantiated with original receipts.

# Compensation for disablement/death

Contact Gouda for further instructions.

# Delay

Delay always has to be reported to Gouda as soon as possible. A claim form should be send to Gouda, together with a certificate from the transporter/organizer and original receipts of the costs the delay has caused.

# Luggage delay

A claim form should, as soon as possible, be sent to Gouda together with a PIR from the responsible transporter and original receipts of the costs that has occurred in connection with the luggage delay.

# Theft/Other property damage

Theft, robbery, burglary and the like must be immediately reported to the local police authority at the place where you are staying directly after the event. Damage/injury/theft during transportation must be reported to the transport company and the insured must be able to produce documentation obtained from the transport company regarding any compensation which such company granted. A damage/injury report shall be sent to Gouda as soon as possible together with a police report/documentation from the transport company and original receipts to support loss of property.

# **Liability protection**

Gouda must be contacted immediately on the occurrence of any injury/damage which incurs liability to pay damages. A damage/injury report must be submitted together with a detailed description of the course of events in addition to a written claim for damages addressed to the insured from the injured party.

# Legal protection

As soon as a dispute, or suspicion of an impending dispute, arises, Gouda must be contacted for further instructions.

#### **Assault**

The insured shall, immediately after the event, notify the police of the event at the place where it happened and visit a doctor or hospital there for treatment and assessment of the injuries caused by the assault. An injury report together with the original police report and original medical certificate must be sent to Gouda.

# R.2. Gouda emergency centre

Acute injury which requires immediate assistance must be reported to:

# Gouda Alarm (24h Emergency Centre)

Telephone +45 33 15 60 60 E-mail: alarm@gouda-rf.se

#### Postal adress:

A.C Meyers Vænge 9 DK-24550 København SV Denmark

#### **USA & CANADA**

In the event of damage/injuries in the USA/Canada: Telephone:+1 86668 GOUDA E-mail: alarm@gouda-rf.se

Gouda's Emergency Centre is available 24 hours a day, 365 days a year. If the injury involves acute illness or an accident, doctors are

available to act in the matter and establish contact with the attending physician at the place of injury.

Gouda recommends that, before contacting Gouda's Emergency Centre, you collect all relevant information (insurance number, name, address and telephone number for the attending physician, diagnosis and so forth), so that Gouda can as quickly as possible begin working on the matter.

#### S. Insurer

Insurer is Gjensidige Försäkring, Swedish branch, org.no 516407-0384, which is part of Gjensidige Forsikring ASA, org.no 995 568 217. Gouda Reseförsäkring is part of Gjensidige Försäkring, Swedish branch.

# T. Sales, information and administration

For information on the insurance, price information, purchase and extension, e-mail: info@gouda-rf.se or visit our website at www. gouda-rf.se. Always contact Gouda in the event of injury.

# Gouda Reseförsäkring

Box 3031 SE-103 61 STOCKHOLM Sweden

Telephone +46 8 615 28 00 E-mail: claims@gouda-rf.se

Web: gouda-rf.se

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