

# TERMS AND CONDITIONS

APPLICABLE TO HOLIDAY INSURANCE  
(VALID FROM 1 APRIL 2010)

THIS IS A TRANSLATION FROM SWEDISH TO ENGLISH OF THE INSURANCE CONDITIONS "SEMESTERFÖRSÄKRING - GÄLLANDE FR O M 1 APRIL 2010".  
IN THE EVENT OF A DISPUTE REGARDING THE CONTENT AND INTERPRETATION OF THESE TERMS AND CONDITIONS, THE ORIGINAL SWEDISH WORDING SHALL ALWAYS PREVAIL.

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Europeiska is subject to the supervision of the Swedish Financial Supervisory Authority.

## IMPORTANT INFORMATION TO NOTE BEFORE YOUR TRIP COMMENCES

The insurance policy contains exceptions, standards of care and limitations. In order to receive full compensation, certain additional requirements are placed on you, which you can read about under the relevant section, under general terms and conditions and in legislation referred to in the insurance terms and conditions. If you do not fulfil the requirements, compensation may be reduced or withheld altogether. Read the definitions as well at the beginning of the terms and conditions.

## I. DEFINITIONS

**Public transportation** refers to trains, planes, buses or boats in regular service as well as taxis, i.e. means of travel that are intended to be used for public passenger traffic.

**Luggage** is your private property, including property you have rented or borrowed, which is taken on the trip for your personal use.  
Luggage is divided into:

- Money (current coins and banknotes).
- Travel tickets.
- Travel documents (passports, driving licences, ski lift passes and green fees).
- Valuable/theft-prone property (e.g. cameras, watches, MP3 players, jewellery and mobile phones).
- Other private property.

**Daily rate** is the compensation granted as per the Holiday Guarantee. The compensation is paid as a daily rate per ruined travel day. A daily rate is the travel costs divided by all travel days. Travel costs are actual paid costs for travel and accommodation.

**A family** is two adults who are married/cohabiting/registered partners and their children (age 0 to 19 years). "Children" means accompanying joint offspring or offspring of one of the adults who jointly booked the trip and took out Holiday Insurance.

**Doctor**, unless otherwise stated in these terms and conditions, refers to the doctor providing treatment at the destination, who must be qualified and impartial.

**Travelling companion** refers to someone who, together with the traveller, has booked the trip and purchased the Holiday Insurance.

**Natural disaster** refers to a natural event of considerable magnitude, at or close to the traveller's destination, and considered by local authorities to be a catastrophic situation requiring extraordinary efforts.

**The Nordic countries** refers to Sweden, Norway, Denmark, Finland, Iceland and the Faeroe Islands.

The terms and conditions stated for Sweden are also valid for each one of the other Nordic countries, if the traveller is a resident there.

**Close relative** refers to a spouse/partner/registered partner, children, stepchildren, siblings, parents, step-parents, grandparents, parents-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a person who is registered at the same address as the insured party. The parents and siblings of partners and registered partners, in these terms and conditions, are to be placed on a par with parents-in-law, brother-in-law and sister-in-law.

You are entitled to a **new trip** according to the Holiday Guarantee if more than half of your total travel days are ruined. Compensation is granted so that 65 % of the cost of the ruined trip is paid for in cash when settling the claim. If, within one year of the first payment, you book a new trip at a price exceeding the compensation already paid, compensation will be provided for the outstanding difference in price between the compensation paid and the price of the new trip. A total of 100 % of the price of the ruined trip will be refunded at most.

**Accidental injury** refers to physical injury involuntarily sustained by the traveller as a result of a sudden external event, i.e. through a violent external cause. Physical injury arising as a result of frostbite, heat stroke or sunstroke is ranked in the same category as accidental injury. The day on which such injury was sustained is to be regarded as the time of the accidental injury.

**Travel day** refers to each day or part thereof. A day is taken to be from 00.00 hours to 24.00 hours.

**Traveller** refers to the person who has taken out Europeiska's Holiday Insurance and who is covered by these terms and conditions.

**Partner** refers here to any person with whom the traveller is cohabiting under conditions resembling marriage and who is registered at the same address. In order to count as a partner, neither of the parties may be married or registered as being in a partnership with someone else.

**Acts of terrorism** refers to organised acts of violence directed at the civilian population for the purpose of creating fear and seriously destabilising or destroying the fundamental political, constitutional, economic or social structures of a country.

## II. GENERAL INFORMATION ABOUT THE HOLIDAY INSURANCE

### Parties covered by the Holiday Insurance

The Holiday Insurance covers travellers who are named on the insurance certificate or travel certificate and who have paid the premium for the Holiday Insurance before departure.

### Geographical coverage of the Holiday Insurance

The geographical scope of the validity of the insurance is set out in the insurance certificate or travel certificate.

### Validity and payment of the Holiday Insurance

The period of validity of the Holiday Insurance is set out in the insurance certificate or travel certificate. It must be purchased for the entire duration of the trip, but no more than 45 days, and must be paid for before departure.

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

The Holiday Insurance comes into force once the trip has commenced, but not before 00:00 hours on the day specified on the insurance certificate or at the time evident from the circumstances. The Holiday Insurance ceases to apply once the trip has concluded (provided that insurance has been taken out for the entire duration of the trip). The trip is considered to have commenced when you leave your home or equivalent and to have concluded when you return to one of those places.

The insurance is not renewed or extended automatically. If, as a result of a compensable event, you are forced to remain at the destination longer than expected, you can extend the period of validity of the Holiday Insurance. Contact Europeiska to obtain an extension. However, the Holiday Insurance cannot be extended past 45 days from your date of departure. For any subsequent period, you must take out a complete travel insurance policy.

## A. MISSED DEPARTURE

### A. 1 This is what your insurance covers

- If something sudden and unexpected happens on the way to the airport, causing you to miss your pre-booked flight from Sweden or from the departure point for your journey home, you will receive assistance in catching up your journey.
- A missed connecting flight in Europe on the outward journey, due to a technical fault, weather-related delays affecting earlier flights, etc.
- If it is not possible to catch up on your journey or you lose more than half of the planned travelling time, Europeiska will provide compensation equivalent to the price of the ruined trip.
- Connection protection in the Nordic countries on the journey home if your flight is delayed when returning to Sweden or the Nordic countries and you are therefore not on time for subsequent planned and booked connections on other public transportation. Compensation is provided for necessary and reasonable costs for new connections and accommodation.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

### A. 2 However, bear in mind

- The reason for being late must be a sudden event that occurred during the direct journey to catch the flight and you yourself must not have been able to anticipate or prevent the event, e.g. traffic accident, unforeseen weather-related problems or delayed bus/boat.
- You must take into account any prevailing or expected weather or travel conditions.
- You must plan the journey so that you set off early enough to be at the check-in desk at least 2 hours before planned departure or as specified in the carrier/organiser's written instructions. At the departure point for your journey home 3 hours before planned departure is the valid period or as specified in the carrier/organiser's written instructions.
- In the case of a missed connecting flight on the outward journey, the journey must be booked with at least a 2-hour margin for changing planes in the Nordic countries and at least a 3-hour margin for changing planes elsewhere in Europe.
- Contact Europeiska or EuroAlarm immediately before booking a new ticket.
- All additional costs must be supported by original receipts.
- You must be able to document the reason why you missed the flight, by original copy of a police report, garage/breakdown bill or certificate of delay from the train/bus company or airline, for example.

### A. 3 You do not receive compensation for

- Costs that can be refunded by the carrier or organiser.
- In the event of a delay caused by bankruptcy or official intervention.

## B. DELAY

### B. 1 Delayed arrival at the destination and delayed journey home

#### B. 1.1 This is what your insurance covers

- Compensation is provided if the public transportation you are using is so delayed that you arrive more than 3 hours late at your destination or back at the departure point of your journey.
- Compensation is provided as standard compensation.
- If the delay exceeds 3 hours, compensation will be provided at a rate of SEK 200 per adult traveller and SEK 100 for children who have not paid full price for the insurance.
- If the delay exceeds 12 hours, compensation will be provided at a rate of an additional SEK 500 per adult traveller and SEK 250 for children who have not paid full price for the insurance.
- If more than half of your total travel days are ruined, you are entitled to a new trip instead.
- The maximum compensation sum for a new trip is SEK 30,000 per traveller and SEK 100,000 per family.

#### B. 1.2 However, bear in mind

- The delay must be unforeseen and unplanned.
- If the delay is due to a strike, industrial action or lockout, the insurance must have been purchased before the dispute began or notice was given in order for compensation to be granted.
- Timetable changes announced before departure/journey home do not count as delays as per these terms and conditions.
- The delay must be confirmed by a certificate from the organiser, the carrier or a relevant authority.
- The public transportation element must be booked and paid for prior to departure.

### B. 2 Delayed luggage on outward journey and journey home

#### B. 2.1 This is what your insurance covers

- Compensation is provided if your outbound luggage is delayed by more than 3 hours after you arrived at your destination or back at the departure point of your journey.
- Compensation is provided as standard compensation.
- If the luggage delay exceeds 3 hours, compensation of SEK 200 per delayed item of checked-in luggage will be provided.
- If the luggage delay exceeds 12 hours, compensation of SEK 500 per delayed item of checked-in luggage will be provided.
- If the outbound luggage delay exceeds 24 hours, compensation of a further SEK 500 per delayed item of checked-in luggage will be provided.

## **B. 2.2 However, bear in mind**

- If the luggage delay is due to a strike, industrial action or lockout, the insurance must have been purchased before the dispute began or notice was given in order for compensation to be granted.
- The delay must be confirmed by a certificate from the organiser, carrier or a relevant authority.

## **C. ILLNESS AND ACCIDENTAL INJURY**

### **C. 1 Medical and dental treatment costs**

#### **C. 1.1. Medical costs in the event of acute illness or accidental injury during travel**

##### **C. 1.2 This is what your insurance covers**

- Doctors', hospital and treatment costs, prescribed medication and necessary transport in connection with medical care.
- The costs for temporary treatment in the event of emergency dental problems.
- The maximum compensation sum is SEK 2,000 per traveller.

##### **C. 1.3 However, bear in mind**

- Compensation is provided for a maximum of 60 days.
- The day of the first visit to the doctor counts as the first sick day.
- You must be able to confirm the events with an original certificate from a qualified and impartial doctor at the destination.
- All costs must be verified by original receipts.

##### **C. 1.4 You do not receive compensation for**

- Costs associated with treating conditions that arose within the 6 months prior to departure.

### **C. 2 Holiday Guarantee**

#### **C. 2.1 Compensation if you fall ill or suffer an accidental injury during your trip**

##### **C. 2.2 This is what your insurance covers**

If your trip does not turn out as planned or intended due to medical reasons, you will receive compensation in the form of daily rates based on the price of the trip if you:

- are ordered by a doctor to completely refrain from the intended non sports related activity of your trip (e.g. sunbathing/swimming or excursions).
- are admitted to hospital,
- are ordered by a doctor to rest in your room, or
- on the advice of the doctor providing treatment at the destination are forced to cut short your trip and return home to Sweden.
- if more than half of your total travel days are lost, compensation will be provided for a new trip instead.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

##### **C. 2.3 Compensation for your travelling companion if you fall ill or suffer an accidental injury during your trip**

###### **Compensation will be provided for a travelling companion for the days you:**

- were admitted to hospital according to a medical certificate, or
- according to a care certificate from a doctor, needed care and supervision provided by your travelling companion. If the patient/injured party is under 12 years of age, compensation will be provided, even without a care certificate, to a jointly-insured parent or, in the absence of such a party, another adult travelling companion.
- If, on the advice of the doctor providing treatment, you are forced to cut short the trip, compensation will be provided to a travelling companion or the entire family if they also have to cut short their trip and return home to Sweden. Similar terms apply in the event of the death of the insured party at the destination.
- Compensation will be provided in the form of daily rates based on the price of the trip. If more than half of your total travel days are lost, compensation will be provided for a new trip instead.
- If, according to a medical certificate, you were admitted to hospital or prescribed bed/room rest for more than half of your total travel days, compensation may be provided for a new trip for the entire family or a travelling companion.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

##### **C. 2.4 However, bear in mind**

- You must immediately consult a doctor. The day of the first visit to the doctor counts as the first sick day.
- To enable compensation to be provided, a medical certificate must be enclosed with the claim form. The medical certificate must be issued by a qualified and impartial doctor providing treatment at the destination, showing diagnosis and confirming the number of full days for which you were ill, were prescribed rest in your hotel room or were unable to undertake your planned activity.
- If bed rest or rest in your room were prescribed, this must be shown on the medical certificate.
- If, for medical reasons, you were ordered by a doctor to cut short your trip, this must be shown on the medical certificate.
- You must be able, in a satisfactory manner, to confirm what is/was the principal purpose of your trip by means of a certificate from your tour operator or similar.
- If several family members/jointly-insured travelling companions are affected by acute illness or accidental injury during the trip, the number of sick days will not be added up.
- The offer of a new trip is valid for up to one year from Europeiska's decision date. If you receive any compensation from another source, this will be deducted when Europeiska provides compensation for a new trip.
- In the case of sunburn injuries as a result of too intensive sun exposure, compensation will only be provided if a doctor, according to a medical certificate, ordered you to completely avoid being in the sun.
- Compensation as per the Holiday Guarantee can never exceed the price of the trip.
- A new trip cannot be offered for trips that have already been paid for by Europeiska.

##### **C. 2.5 If the medical certificate contains no information on the number of sick days**

Compensation can be provided to the patient/injured party as per a standard prepared in consultation with medical experts. Example of standard compensation:

- Cold/upper bronchial infection with fever: maximum of 3 daily rates.
- Intestinal infection/stomach illness: maximum of 2 daily rates.
- Tonsillitis: maximum of 5 daily rates.
- Influenza: maximum of 5 daily rates.
- Sinusitis: maximum of 3 daily rates.
- Inflammation of the ear with fever: maximum of 3 daily rates.
- Pneumonia: maximum of 7 daily rates.
- Sunburn injuries: maximum of 3 daily rates.
- Bronchitis: maximum of 4 daily rates.
- Urinary tract infection with fever: maximum of 2 daily rates.
- Lumbago/sciatica: maximum of 3 daily rates.
- Chicken pox: maximum of 7 daily rates.

## **C. 2.6 You do not receive compensation for**

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

- If treatment was already required in the 6 months prior to departure.
- For sexually-transmitted diseases.
- For planned operations and treatment and any subsequent complications.
- If medical conditions, acute illness or accidental injury have been caused by the influence of alcohol, other intoxicants, sleeping tablets or narcotics or by serious mental disturbance.
- If compensation is received from elsewhere by law, statute, convention, insurance or equivalent protection or damages, compensation is not provided as per these terms and conditions.

### **C. 3 Refunding of unutilised activity costs**

#### **C. 3.1 This is what your insurance covers**

- If compensation is provided as per C.2.1, compensation will also be provided for any unutilised portion of prepaid non sports related activity costs (e.g. course fees or excursion fees).
- Compensation will be provided at a maximum rate of SEK 10,000 per traveller and per event during the trip

#### **C. 3.2 However, bear in mind**

- The activity costs must be confirmed by original receipts.

#### **C. 3.3 You do not receive compensation for**

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

## **D. LUGGAGE - STOLEN, LOST OR DAMAGED**

### **D. 1 Luggage**

#### **D.1.1 This is what your insurance covers**

- For property taken with you, the policy will provide compensation if the property has been stolen, lost or damaged during the trip.
- Compensation will be provided up to a maximum of SEK 2,000 per traveller.
- For travel tickets and travel documents lost through theft, vandalism, traffic accident, fire, leakage or natural disaster, however, compensation will be provided up to a maximum of SEK 10,000 per traveller.

#### **D. 1.2 However, bear in mind**

- In order to receive full compensation and to prevent the risk of it being reduced, you must take care with your property and not unnecessarily expose it to the risk of damage.
- Be particularly careful with money and valuable/theft-prone property. For example, money, travel tickets, travel documents and valuable/theft-prone property should be locked inside a safe, suitcase, cupboard, drawer or similar whenever you leave your temporary residence.
- Forgetfulness means not having been careful and may result in reduced compensation.
- Loss of money due to a sudden and unforeseen event will be reimbursed at a maximum rate of SEK 500 per traveller and SEK 1,500 per family.
- Money that is lost or destroyed through theft, vandalism, transport, traffic accident, fire, leakage or natural disaster will be reimbursed at a maximum rate of SEK 2,000 per traveller and SEK 5,000 per family.
- Mobile phones and sunglasses respectively will be reimbursed at a maximum rate of SEK 1,000 per claim.
- Compensation for commercially available recorded CDs and DVDs is paid at the current value, up to a maximum of SEK 90 per disc/film.
- Report the loss/theft to the police, airline or authority at the destination. You must be able to confirm the events with original certificates/reports.
- All costs must be verified by original receipts.
- Compensation will be provided for direct financial losses. If the property is damaged or lost, the level of compensation is affected by the object's age, wear and tear, modernity and usefulness.

#### **D. 1.3 You do not receive compensation for**

- You will not receive compensation for narcotics, motorised vehicles, valuable documents or animals.
- Losses that may arise as a result of use of debit/credit cards, cheques, bills of exchange and utilisation of accounts.

### **D. 2 Supplementary luggage cover**

#### **D. 2.1 This is what your insurance covers**

- Compensation will be provided for compensable luggage claims involving theft, vandalism, transport, traffic accident, fire, leakage or natural disaster and exceeding the maximum compensation sum as per your home and contents insurance for the portion of the compensation not reimbursed by any of these policies.
- The maximum compensation sum is SEK 10,000 per traveller, up to a maximum of SEK 30,000 per family and claim.

#### **D. 2.2 However, bear in mind**

- Before compensation is paid as per these terms and conditions, the claim must be adjusted as per the terms and conditions of your home and contents insurance.

#### **D. 2.3 You do not receive compensation for**

- Compensation is not provided for money.

### **D. 3 Holiday Guarantee for serious events at the destination**

#### **D. 3.1 This is what your insurance covers**

- If you suffer a burglary, robbery, assault, fire or water damage to personal property, compensation will be provided in the form of one daily rate based on the price of the trip.
- If, after approval by EuroAlarm/Europeiska, you cut short your trip, compensation will be provided for the number of days actually lost; if more than half of your total travel days are lost, compensation will be provided for a new trip.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

#### **D. 3.2 However, bear in mind**

- You must be able to show original documents from the police, the hotel or another body confirming that a burglary, robbery, assault, fire or water damage has occurred.
- You cannot receive more than one daily rate per lost travel day as per the Holiday Guarantee.

## E. ACTS OF TERRORISM AND NATURAL DISASTERS

### E. 1 Additional costs

#### E. 1.2 This is what your insurance covers

- If, due to acts of terrorism or natural disaster, you find yourself in a sudden and unforeseen emergency situation where there is an immediate danger to life and limb, compensation can be paid for necessary and reasonable costs for travel to a safer location and changed accommodation.
- The maximum compensation sum is SEK 10,000 per traveller.

#### E. 1.3 However, bear in mind

- It must be possible to confirm the event with relevant documents, and the costs must be verified by original receipts.
- The event must be immediately reported to Europeiska or our emergency centre EuroAlarm.

### E. 2 Holiday Guarantee

#### E. 2.1 This is what your insurance covers

- If, due to a natural disaster or acts of terrorism, you have to cut short your trip to temporarily stay at a destination of a significantly lower standard than at the pre-booked destination, or if you are forced to return to Sweden early, compensation will be provided in the form of daily rates based on the price of the trip for the actual days lost.
- If more than half of your total travel days are lost, compensation will be provided for a new trip instead.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

#### E. 2.2 However, bear in mind

- It must be possible to confirm the event with relevant original documents and it must be immediately reported to Europeiska or our emergency centre EuroAlarm.

#### E. 2.3 You do not receive compensation for

- Compensation is not provided where assistance is available from other sources, e.g. through a tour operator, carrier or relevant authority.
- Anxiety or fear alone do not constitute grounds for compensation. Europeiska complies with the recommendations of the Ministry for Foreign Affairs or local authorities.

## F. EVENTS AT HOME

### F. 1 Holiday Guarantee for serious events at home

#### F. 1.1 This is what your insurance covers

- If a close relative in Sweden suddenly and unexpectedly becomes seriously ill or dies, compensation will be provided in the form of two daily rates based on the price of the trip. If the trip is cut short, compensation will be provided for the days actually lost.
- If your private property in Sweden suffers significant damage as a result of a sudden and unforeseen event, compensation will be provided in the form of one daily rate based on the price of the trip. If the trip is cut short, compensation will be provided for the number of days actually lost.
- If your trip is cut short and more than half of your total travel days are lost, compensation may be provided for a new trip instead.
- The maximum compensation sum is SEK 30,000 per traveller and SEK 100,000 per family.

#### F. 1.2 However, bear in mind

- It must be possible to confirm the event with the original copy of a medical certificate or police report, for example.
- The offer of a new trip is valid for up to one year from Europeiska's decision date.

## G. EXCESS COVER

Before compensation is paid as per these terms and conditions, the claim must be adjusted as per the terms and conditions of your home and contents, car or hire car insurance.

### G. 1 Home and contents insurance

#### G. 1.1 This is what your insurance covers

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

### G. 2 Car insurance

#### G. 2.1 This is what your insurance covers

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

#### G. 2.2 However, bear in mind

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

#### G. 2.3 You do not receive compensation for:

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

### G. 3 Travel cover provided by home and contents insurance policy

#### G. 3.1 This is what your insurance covers

- For claims compensated as per the travel cover provided by your home and contents insurance policy and not compensated in any other way by Europeiska as per these terms and conditions, compensation is provided for the excess up to a maximum of SEK 2,000 per claim.

### G. 4 Personal liability cover, personal assault cover or legal expenses cover

#### G. 4.1 This is what your insurance covers

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

## G. 5 Excess on hire car, boat, motorcycle, moped or bicycle

### G. 5.1 This is what your insurance covers

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

## H. EMERGENCY BUTTON - SAVE THE TRIP

### H. 1 This is what your insurance covers

- Compensation is provided for necessary and reasonable extra costs that have arisen due to a sudden and unforeseen emergency event during the trip, which makes it impossible to undertake the planned trip and is not covered by any other insurance clause in the terms and conditions.
- The maximum compensation sum is SEK 5,000 per person. Children who have not paid full price for the Holiday Insurance will receive maximum compensation of SEK 1,000.

#### H. 1.2 However, bear in mind

- It must be possible to confirm the event with relevant documents, and the costs must be verified by original receipts.
- The costs must be approved in advance by Europeiska or our emergency centre EuroAlarm.

#### H. 1.3 You do not receive compensation for

- Costs that are anticipated or have arisen by reason of your own actions or failure to act.
- Costs that can be compensated from other sources by law, other statute, convention, damages or through other insurance or equivalent protection.

## I. GENERAL TERMS AND CONDITIONS

### I. 1 Rescue obligation

When an insured event occurs or may be feared to be imminent, you must take action to the best of your ability to prevent or reduce the damage. If anyone else is liable for damages, you must take action to preserve any rights Europeiska may have to this.

If you have intentionally neglected your responsibilities according to the first paragraph, compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your situation and other circumstances. The same applies if you have neglected your responsibilities through gross negligence or when you were aware that there was a significant risk of damage or injury occurring.

### I. 2 Action in the event of a claim

If you should have a claim, you must fulfil the requirements placed on you under the relevant section of the terms and conditions. You must also:

- report the event to Europeiska as soon as possible,
- submit an itemised request for compensation and provide the information and documents required by Europeiska to process the case, e.g. original purchase receipts, medical certificate from a qualified and impartial doctor, authorisation to access medical case notes or a certificate of delay,
- inform Europeiska if there is any other insurance or equivalent cover valid for the same event,
- submit damaged items for inspection if requested by Europeiska.

### I. 3 Payment of compensation

Europeiska shall pay the compensation no later than one month from when you reported the event and provided the information needed in order to process the claim.

If you are entitled to a specific amount, Europeiska shall pay this as soon as possible. The amount is deducted from the final settlement. Should the payment be delayed by more than one month, for any reason, you will receive penalty interest according to the Interest Act. Interest pursuant to these terms and conditions is not paid if it is less than SEK 100.

### I. 4 Reduction of compensation in the event of a claim

If you have intentionally brought about an insured event, compensation is not provided by this insurance policy. The same applies to the extent you have intentionally worsened the consequences of an insured event. If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced based on what is reasonable, taking into consideration your situation and other circumstances. The same applies if you must otherwise be assumed to have acted or failed to act in the knowledge that this entailed a significant risk of injury or damage occurring.

### Compensation may not be reduced due to:

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

### I. 5 Supplier guarantee

The Holiday Insurance does not cover claims for which a supplier or another party is responsible according to law, a guarantee or similar undertaking. However, the Holiday Insurance applies if you can show that the party that gave such an undertaking cannot fulfil this.

### I. 6 War damage

The Holiday Insurance does not cover claims that are linked to war, warlike events, civil war, revolution or insurrection. However, the Holiday Insurance applies if you are staying in the affected area at the time of the disturbance and the claim arises within three months of the outbreak of the troubles. You may not participate in the war or act as a reporter or similar.

### I. 7 Nuclear damage

Compensation is not granted for claims where the damage is directly or indirectly caused by nuclear processes (nuclear reaction, e.g. fission, fusion or radioactive decay).

### I. 8 Limitation period

Anyone who wants to make a claim for insurance compensation must start proceedings against Europeiska within three years of becoming aware that a claim could be asserted and, in all cases, within ten years of the earliest time that the claim could be asserted. Otherwise, the entitlement to compensation is lost. If a claim has been presented to Europeiska within this time, the deadline in the first instance is always at least six months from when Europeiska has declared that it has made a final decision about the claim.

### I. 9 Force majeure

The holiday insurance does not cover losses that may arise if investigation of the claim, repair measures or payment of the compensation is delayed due to war, war-like events, civil war, revolution or insurrection or due to natural disaster, official action, strikes, lockouts, blockades or similar events.

### I. 10 Common exceptions

The insurance does not cover injury or damage arising from illegal actions by the insured party, his/her beneficiary or legal heir.

The insurance does not reimburse costs that can be compensated from other sources by law, other statute, convention, damages or through other insurance or equivalent protection.

### I. 11 Double insurance

If the same interest has been insured against the same risk with several insurance companies, each insurance company is responsible to you as if that company alone had provided the insurance. However, the insured party is not entitled to higher compensation in total from the companies than is equivalent to the loss. If the total of the liability amounts exceeds the loss, the liability is divided between the insurance companies based on the ratio between the liability amounts.

### I. 12 Right of recourse

Europeiska assumes your right to claim damages, to the extent that this is covered by the insurance and has been compensated by the company.

### I. 13 Other legislation

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

#### The Personal Data Act (SFS 1998:204), (PuL)

The personal data that Europeiska collects about you in connection with taking out our insurance and in connection with our settlement of claims is necessary in order for us to administer the insurance as well as to satisfy our contractual obligations and in general satisfy your wishes as a customer.

We also have a certain duty to provide information to the authorities. This means that we must provide the information that the authorities request. You also have the right to request once a year, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europeiska in writing if you do not want your personal data to be processed for purposes relating to direct marketing.

The address is: Europeiska, Personuppgiftsombudet, Box 1, SE-172 13 Sundbyberg, Sweden.

Requests for amendment of personal details can be made to the same address."

### CLAIMS

#### At the destination

If something happens during your trip, Europeiska can often help you immediately on the spot via either your tour leader or Europeiska's service network. In the event of an emergency, contact Europeiska's emergency centre EuroAlarm on telephone: +46 (0)8-454 34 34 or fax: +46 (0)8-454 34 49.

If you are admitted to hospital or, according to a doctor, you need to cut short your trip, contact your home insurance company's emergency centre instead, as your insurance from us is supplementary to your home insurance.

#### After your return home

A claim form is available on our website [www.europeiska.se](http://www.europeiska.se) or can be requested through our telephone answer service +46 (0)770-45 69 00.

The folder enclosed with the claim form shows what documents must be enclosed with your claim to us. Complete all personal details and describe in detail what happened and what compensation you are requesting. Don't forget to sign the claim, and post it to Europeiska Försäkrings AB, Box 1, SE-172 13 Sundbyberg, Sweden.

For assistance with the claim form, contact Europeiska's head office: [privatskador@europeiska.se](mailto:privatskador@europeiska.se).

NB: Always include the reference details shown on your insurance certificate or travel documents.

Office address: Allén 6 A, Sundbyberg, Sweden  
Telephone: +46 (0)770-45 69 00, Fax: +46 (0)8-20 14 84  
Corporate ID no.: 502005-5447  
Registered office of the company: Sundbyberg

### If you are not satisfied with our settlement of the claim

At Europeiska, we want to provide you with personal service and good personal contact. If you should have a claim, we want your claim to be processed promptly and for you to receive the compensation to which you are entitled according to the terms and conditions.

If you are not satisfied with our settlement of the claim, you can have your case reappraised. Talk to the claims adjuster again. There may have been a misunderstanding or new circumstances may have arisen that may affect the case. If you are still not satisfied, our claims adjuster is obliged to take up your claim for reappraisal by a higher body within Europeiska.

### ADVICE AND REAPPRAISAL OUTSIDE OF EUROPEISKA

#### Various insurance boards

##### The Personal Insurance Board

The board, at the request of the policyholder, in its capacity as consumer advisor, gives opinions in disputes between policyholders and insurance companies concerning illness, accident and life insurance.

Address: Box 24067 (Karlavägen 108), SE-104 50 Stockholm, Sweden  
Telephone: +46 (0)8-522 787 31

##### Liability Insurance Personal Injury Board

Tries claim settlement issues concerning compensation due to personal injury within liability insurance and other insurance that does not constitute traffic insurance.

Address: Box 24067 (Karlavägen 108), SE-104 50 Stockholm, Sweden  
Telephone: +46 (0)8-522 787 31

##### The National Board for Consumer Complaints

The board hears complaints from private individuals, including insurance issues. The proceedings are free of charge.

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

##### Public court

Even if you have had your case heard by one of the above boards, you can turn to the courts. You can obtain help with the costs associated with legal proceedings either through:

- public legal aid, which provides a grant towards legal costs after a means test, or
- legal expenses insurance.

##### The Consumers' Insurance Bureau

The bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority and the Swedish Consumer Agency. The purpose of the bureau is to provide free advice and assistance on various insurance matters to private individuals (consumers) and to certain business people.

Address: Box 24215 (Karlavägen 108)  
SE-104 51 Stockholm, Sweden  
Telephone: +46 (0)8-22 58 00