

## Terms and conditions Holiday Insurance

Valid from November 1, 2022

Insurance provider for this insurance is: Europæiske Rejseforsikring, A/S, CVR no. 62 94 05 14 through Europeiska ERV Filial, hereinafter called Europeiska ERV. Org. no. 516410-9208  
Supervisory authority is the Danish Finanstilsynet. Europeiska ERV Filial Torshamnsgatan 35, 164 40 Kista, Sweden, Phone: +46 (0) 770-45 69 00, [www.erv.se](http://www.erv.se).

This is a translation from Swedish to English of the insurance conditions "Villkor för Europeiska ERVs Semesterförsäkring – gällande från och med 1 november 2022". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

### IMPORTANT INFORMATION - PLEASE READ BEFORE TRAVELLING

Before starting your trip, review your insurance coverage.

#### Supplementary travel insurance

- Prior to taking out the Holiday Insurance it is a requirement that you are a policyholder of a home and content insurance that includes travel protection coverage.
- The Holiday Insurance supplements your travel protection coverage available in your home and content insurance.
- Holiday Insurance is valid up to 45 days when travelling.
- If you fall ill, suffer an accident or if you are in need of acute dental care during the trip and the medical expenses will exceed SEK 1,500 you must contact the emergency center associated to the insurance company of your home and content insurance.

#### Separate travel insurance

- If you are away for more than 45 days, if you are not a policyholder of a home and content insurance or in case that your home and content insurance does not have an adequate travel protection coverage, you should take out a separate travel insurance with more extensive coverage that covers you in the event of illness, accident, repatriation, etc.
- Call Sales & Support on telephone + 46 (0) 770 457 971 and we will help you to find an insurance that suits you and your trip.

Certain requirements regarding standards of care, exclusions and limitations apply to this insurance. If you do not comply with these directives, this may result in partial or total reduction of the amount of compensation. Please also read the definitions at the start of the terms and conditions.

## I. DEFINITIONS

The wording of these policy conditions contains a number of technical insurance terms. These are marked in *italics* in the text, and the respective definitions are given in the "Definitions" section, which also serves as an introduction to these policy conditions.

**Public transportation** means transport by train, plane, bus or boat in regular traffic as well by taxi, i.e. means of transport that are intended to provide passenger conveyance to the general public.

**Luggage** is your private property, including property you have rented or borrowed, that you bring on your trip for your personal use.

Luggage is divided into:

- Money - valid coins and banknotes.
- Travel documents are travel ticket, passport, driver's license, ski-pass.
- Valuable/theft-prone property is e.g. cameras, watches, MP3 players, jewelry and mobile phones.
- Other private property.

**Daily rate** - A *daily rate* is the travel costs divided by all *travel days*. Travel costs are paid costs for travel and accommodation.

**A family** means two adult persons who are married/partners/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 the Holiday Insurance.

**Doctor**, unless otherwise specified in these terms and conditions, refers to the attending doctor at the destination for the trip, 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** refer to Sweden, Norway, Denmark, Finland, Iceland and the Faeroe Islands.

**Close relative** means spouse/partner/registered partner, children, stepchildren, siblings, parents, step-parents, grandparents, parents-in-law, grand-children, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a person who is registered at the same residential address as the insured. Under the terms and these policy conditions, the parents and siblings of the insured's partner and registered partner are deemed to be equivalent to parents-in-law, brother-in-law and sister-in-law.

**New trip** - Compensation is provided 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 compensated at most.

**Accidental injury** refers to bodily injury sustained involuntarily by the *traveller* as a result of a sudden external event, i.e. an assault on the body from external causes. Bodily injury due to frostbite, heat exhaustion or sunstroke are also regarded as equivalent to accidental injury. The date when such injury manifests itself, will be considered to be the date of the accidental injury.

**Travel day** refers to each commenced 24 hours of the originally booked travel period. Each full 24-hours is calculated from 00.00 hours through 24.00 hours.

**Traveller** refers to the person who has taken out Europeiska ERV'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 organized acts of violence directed at the civilian population for the purpose of creating fear and seriously destabilising or destroying the fundamental political, constitutional, economic or social structures of a country.

## II. GENERAL INFORMATION ABOUT THE INSURANCE

### For whom the Holiday Insurance applies

- The Holiday Insurance can be purchased by persons who are permanent residents in Sweden.
- The insurance applies to *travellers* who are named on the insurance certificate or travel certificate and who have paid the premium for the Holiday Insurance before departure.

### Where the Holiday Insurance applies

- The geographical scope of validity of the insurance is set out in the insurance certificate or travel certificate.
- However the insurance does not apply in areas where the Swedish Ministry of Foreign Affairs has issued a travel warning. *Read more on [www.erv.se](http://www.erv.se).*

### Validity and payment of the Holiday Insurance

In order to take out the Holiday Insurance you must have a home and content insurance that includes travel protection coverage.

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

- If you purchase your Holiday Insurance on the same day it shall be valid, it only applies from the time when you paid for it. Europeiska ERV's responsibility only applies for events that occur during the validity period.
- The 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 been concluded (provided that insurance has been taken out for the entire duration of the trip).
- The trip is considered to have started when you leave your home or equivalent and to be concluded when you return to one of those places.
- The insurance is not renewed or prolonged automatically.
- If, as a result of a compensable event, you are forced to remain at the destination longer than expected, you can prolong the period of validity of the Holiday Insurance. Contact Europeiska ERV 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 separate travel insurance with more extensive coverage that protects you in case of illness, accident, transportation of the insured to the insured's home country etc.

## Excess

The Holiday Insurance applies without any excess.

## 1. MISSED DEPARTURE

### 1.1 This is what the Holiday Insurance covers

You will receive assistance in catching up with your journey

- if something sudden and unexpected happens on the way to the airport, e.g. a traffic accident, causing you to miss your pre-booked flight from the *Nordic countries* or from the point of departure of your homebound journey.
- if you miss a connecting flight in Europe on the outbound journey, due to e.g. technical fault, affecting the earlier connecting flight.
- if your flight is delayed when returning to the *Nordic countries* and you are therefore not on time for subsequent planned and booked connection on other public transportation.
- Compensation is provided for necessary and reasonable costs for new connection and accommodation.
- If it is not possible to catch up with your journey or you lose more than half of the planned travelling time, even if a new connection is arranged, Europeiska ERV will provide compensation equivalent to the price of the ruined trip.

### 1.2 The maximum compensation sum

- The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

### 1.3 However, bear in mind

- Contact Europeiska ERV or our assistance company immediately before booking a new ticket.
- All additional costs must be verified 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.
- 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.
- You must take into account any prevailing or expected weather or traffic 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 longer time, as specified in the carrier/organizer's written instructions. At the departure point for your homebound journey 3 hours before planned departure applies or if longer time, the number of hours specified in the carrier/organizer's written instructions.
- In the case of a missed connecting flight on the outbound journey, the journey must be booked with at least a 2 hour margin when changing flights in the *Nordic countries* and at least a 3 hour margin for changing flights elsewhere in Europe.

### 1.4 Exclusion

You don't receive compensation for

- Costs that can be refunded by the carrier or organizer

- In the event of a delay caused by bankruptcy or intervention by authorities
- For events that you already, before starting the journey, were or should have been aware of, e.g. weather conditions.

## 2. PERSONAL DELAY

### 2.1 This is what the Holiday Insurance covers

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

#### Compensation is provided as fixed amounts:

- If the delay exceeds 3 hours, compensation will be provided at a rate of SEK 200 per *traveller*.
- If the delay exceeds 12 hours, compensation will be provided with an additional SEK 500 per *traveller*.

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* or SEK 100,000 per *family*.

### 2.2 However, bear in mind

- The delay must be unforeseen.
- The delay must be confirmed by a certificate from the organizer, the carrier or a relevant authority.
- The *public transportation* must be booked and paid prior to departure.

### 2.3 Exclusion

- 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 prior to departure/journey home are not considered to be a delay under these terms and conditions.

## 3. LUGGAGE DELAY

### 3.1 Delayed luggage on outbound journey

#### 3.1.1 This is what the Holiday Insurance covers

The insurance covers reasonable and necessary costs for:

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

### 3.2 The maximum compensation sum

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

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

If you have receipts for costs during the delay, these can be reimbursed even if you have made the purchases earlier than 2 or 3 days, respectively, have passed. It is a requirement that the actual delay is longer than 2 or 3 days, respectively.

### 3.3 Limitations / Exclusions

The insurance does not apply:

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

### 3.4 Precautions / Security directives

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

## 4. ILLNESS AND ACCIDENTAL INJURY

### 4.1 Medical costs during travel in the event of acute illness, acute dental problems or accidental injury

#### 4.1.1 This is what the Holiday 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 or

- the excess cost to the insurance company of your home and content insurance if your claim has been reimbursed by the insurance company of your home and content insurance.

#### 4.1.2 The maximum compensation sum

- The Holiday Insurance covers medical expenses and/or acute dental care up to SEK 1,500 per *traveller*.
- If your claim has been settled by the insurance company of home and content insurance, the Holiday Insurance reimburses the excess cost that you have paid to the insurance company of your home and content insurance. The excess cost is reimbursed up to SEK 1,500 per claim event.

#### 4.1.3 However, bear in mind

- 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.
- Before compensation is payable for the excess cost, your claim for damages must have been settled in accordance with the terms and conditions for the travel protection coverage in respective homeowner's/houseowner's/insurance.

#### 4.1.4 Limitation

- Medical expenses or expenses for acute dental care exceeding SEK 1,500 are settled by the insurance company of your home and content insurance or the emergency-center that is associated to the insurance company of your home and content insurance.

### 4.2 Compensation per day or new trip

#### 4.2.1 Compensation if you fall ill or suffer an accidental injury during your trip

- If you due to medical reasons are ordered by a *doctor* at the destination to completely refrain from the intended activity of your trip, e.g. sunbathing, swimming or excursion, you will receive compensation for the *travel days* that are lost.
- Compensation can also be paid if you, due to medical reasons and advised by a *doctor*, are forced to interrupt your trip and return home to Sweden.
- Compensation is paid in the form of *daily rates* based on the price of the trip, however with a maximum of SEK 400 per day.

#### 4.2.2 Compensation for your travelling companion

- If you due to medical reasons and according to a care certificate from a doctor need care and supervision by your travelling companion, compensation is paid to one (1) travelling companion as carer.
- If the patient/injured party is under 12 years of age, compensation will be provided, even without a care certificate, to one (1) co-insured parent or, in the absence of such a party, another adult travelling companion.
- If you were admitted to hospital according to a medical certificate compensation is paid to one (1) travelling companion for the days you were admitted.
- If you, on the advice of a doctor are forced to interrupt the trip and return to Sweden, compensation will be provided to one (1) travelling companion or the entire family if they also have to interrupt their trip and return home to Sweden.
- The same 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, however with a maximum of SEK 400 per day.

#### 4.2.3 New trip

- If, according to a medical certificate, you were admitted to hospital or prescribed bed rest/rest in your room for more than half of your total travel days, compensation may be provided for a new trip for you and one (1) travelling companion or the entire family.
- If more than half of your total travel days were lost due to that you, on the advice of a doctor, were forced to interrupt the trip and return to Sweden, compensation will be provided to one (1) travelling companion or the entire family if they also had to interrupt their trip and return home to Sweden.

#### 4.2.4 Maximum compensation for 3.2

The maximum compensation sum for 3.2 is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 4.2.5 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 care/supervision by a travel companion due to medical reasons is required, a care certificate must show the total number of full days of care.
- 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 interrupt 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.
- 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.
- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of accidental injury or acute illness. If the insured does not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

#### 4.2.6 Limitations

- A new trip cannot be offered for trips that have already been paid for by Europeiska ERV.
- If you are entitled to compensation in the form of compensation per day or new trip according to another section in these terms and conditions you will not receive more than one (1) daily rate per lost travel day, maximum SEK 400 per day.

#### 4.2.7 If the medical certificate contains no information on the number of sick days

Compensation can be provided to the patient/injured party as per the following number of *daily rates* as prepared in consultation with medical experts.

Diagnosis	Maximum of daily rates
Cold/upper respiratory tract infection with fever	3
Intestinal infection/stomach illness	2
Tonsillitis	5
Influenza	5
Sinusitis	3
Otitis with fever	3
Pneumonia	7
Sunburn injuries	3
Bronchitis	4
Urinary tract infection with fever	2
Lumbago/sciatica	3
Chicken pox	7
Inflammation of the eye	3
Tooth ache	2
Severe allergic reaction due to insect bite	3
Sprained foot/ankle	4

#### 4.2.8 Exclusion

You will not receive compensation for ruined *travel days* or a *new trip*:

- If symptoms were shown or treatment was already required in the last 6 months prior to departure.
- For sexually-transmitted diseases.
- For planned operations and treatment and any subsequent complications.
- If compensation can be received from elsewhere by law, statute, convention or damages.
- If compensation has been received from other insurance or equivalent protection.

## 4.3 Refunding of unutilized activity costs

### 4.3.1 This is what the Holiday Insurance covers

- If compensation has been provided as per 3.2.1, compensation will also be provided for any unutilized portion of prepaid non-sports related activity costs (e.g. course fees or excursion fees).

### 4.3.2 Maximum compensation

Compensation will be provided at a maximum rate of SEK 10,000 per *traveller* and per event during the trip.

### 4.3.3 However, bear in mind

- The activity costs must be verified by original receipts.

### 4.3.4 Exclusion

You don't receive compensation for

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

## 5. LUGGAGE - STOLEN, LOST OR DESTROYED

### 5.1 Luggage

#### 5.1.1 This is what the Holiday Insurance covers

- For property that you bring on your trip, the insurance will provide compensation if the property has been stolen, lost or damaged through burglary, robbery, theft, vandalism, traffic accident, fire, leakage or *natural disaster*.
- For other property than travel documents and money the insurance also provides compensation if the property is lost or damaged due to other sudden and unforeseen event or
- the excess cost to the insurance company of your home and content insurance if your claim has been reimbursed by the insurance company of your home and content insurance.

#### 5.1.2 Maximum compensation

- The Holiday Insurance will provide compensation for stolen, destroyed or lost luggage up to SEK 1,500 per *traveller*. Maximum compensation for money is however SEK 5,000 per family.
- Expenses exceeding SEK 1,500 are reimbursed by the insurance company of your home and contents insurance or by the emergency-center associated to the insurance company of your home and content insurance.
- In case that the claim has been settled by the insurance company of your home and content insurance, the Holiday Insurance reimburses the excess cost that you have paid to the insurance company of your home and content insurance. The excess cost is reimbursed up to SEK 1,500 per claims event.
- For travel documents compensation will be provided up to a maximum of SEK 10,000 per *traveller*.

Compensation is granted for direct financial loss. The compensation is affected by the object's age, wear and tear, modernity and usefulness.

#### 5.1.3 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.
- 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 with original receipts.
- Before compensation is payable for the excess cost, your claim for damages must have been settled in accordance with the terms and conditions for the travel protection coverage in your homeowner's/ houseowner's/insurance.

#### 5.1.4 Exclusion

You don't receive compensation for

- Narcotics, motorized vehicles, valuable documents or animals.
- Losses that may arise as a result of use of debit/credit cards, cheques, bills of exchange and utilization of accounts.

## 5.2 Supplementary luggage cover

### 5.2.1 This is what the Holiday Insurance covers

If you are affected by a *luggage* claim due to burglary, robbery, theft, vandalism, traffic accident, fire, leakage or *natural disaster* and the maximum compensation sum as per your home and contents insurance is not sufficient to cover the loss, Europeiska ERV can pay compensation for the portion of the compensation exceeding what has been reimbursed by the home and contents insurance.

### 5.2.2 Maximum compensation

The maximum compensation sum is SEK 10,000 per *traveller*, up to a maximum of SEK 30,000 per *family* and claim.

### 5.2.3 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 valuable/theft-prone property.
- The compensation is affected by the object's age, wear and tear, modernity and usefulness.
- Before compensation is payable from Europeiska ERV your claim must have been settled in accordance with the terms and conditions in your homeowner's/houseowner's/insurance.

### 5.2.4 Exclusion

You don't receive compensation for

- Compensation is not provided for money
- Deductions made by the insurance company of your home and content insurance due to standards of care, age, wear and tear, modernity and usefulness.

## 5.3 Compensation per day or new trip for serious event at the destination

### 5.3.1 This is what the Holiday 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 (1) daily rate based on the price of the trip, however with a maximum of SEK 400.
- If you, after approval by Europeiska ERV our assistance company interrupt 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*. Compensation will be provided in the form of daily rates based on the price of the trip, however a maximum of SEK 400 per day.

### 5.3.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

### 5.3.3 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.

### 5.3.4 Limitation

- If you are entitled to compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will not receive more than one (1) *daily rate* per lost travel day, maximum SEK 400 per day.

## 6. ACTS OF TERRORISM AND NATURAL DISASTERS

### 6.1 Additional costs

#### 6.1.1 This is what the Holiday Insurance covers

- If you, due to acts of *terrorism* or *natural disaster*, 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.

#### 6.1.2 Maximum compensation

The maximum compensation sum is SEK 10,000 per *traveller*.

### 6.1.3 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 ERV or to our assistance company.

## 6.2 Compensation per day/new trip

### 6.2.1 This is what the Holiday Insurance covers

- If you, due to a *natural disaster* or acts of *terrorism*, have to interrupt 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 for the actual days lost.
- 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.

### 6.2.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

### 6.2.3 However, bear in mind

- It must be possible to confirm the event with relevant original documents and it must immediately be reported to Europeiska ERV or to our assistance company.

### 6.2.4 Limitation

- If you are entitled to compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will receive compensation for the same *travel day* with one (1) *daily rate*.

### 6.2.5 Exclusion

You don't receive compensation for

- Compensation is not provided where assistance is available from other sources, e.g. through a tour operator, carrier or relevant authority.
- If compensation has been provided from other insurance.

Anxiety or fear alone do not constitute grounds for compensation. Europeiska ERV complies with the recommendations of the Ministry of Foreign Affairs or local authorities.

## 7. EVENTS AT HOME

### 7.1 Compensation per day or new trip for events at home

#### 7.1.1 This is what the Holiday 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, however maximum SEK 400 per day.
- 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, up to a maximum of SEK 400.
- If the trip is interrupted, compensation will be provided for the number of days actually lost.
- If your trip is interrupted and more than half of your total *travel days* are lost, compensation may be provided with a *new trip* instead.

#### 7.1.2 Maximum compensation

The maximum compensation sum is SEK 30,000 per *traveller* or SEK 100,000 per *family*.

#### 7.1.3 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.

#### 7.1.4 Limitation

- If you are qualified for compensation in the form of compensation per day or *new trip* according to another section in these terms and conditions you will not receive more than one daily rate per lost travel day, maximum SEK 400 per day.

## 8. EXCESS COVER

### 8.1 Home and contents insurance

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.

### 8.2 Car insurance

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.

#### 8.2.1 Limitations

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

#### 8.2.2 Exclusions

You don't receive compensation for

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

### 8.3 Personal liability cover, personal assault cover or legal expenses cover

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 insurance, compensation will be provided for the excess incurred according to the travel protection cover provided by your home and contents insurance. The maximum compensation sum is SEK 10,000 per claim.

### 8.4 Excess on rented car, boat, motorcycle, moped or bicycle

If a car, boat, motorcycle, moped, bicycle or sports equipment rented 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.

#### 8.4.1 Limitation

An insurance for the rental car, boat, motorcycle, moped or bicycle must have been taken out in connection with the rental.

### 8.5 However, bear in mind

Before compensation is paid according to section 8 Excess cover, the claim must have been settled in accordance to the terms and conditions of your home and contents, car or rental insurance.

## 9. EMERGENCY BUTTON - SAVE THE TRIP

### 9.1 This is what the Holiday Insurance covers

- Compensation can be provided for necessary and reasonable extra costs due to sudden and unforeseen claim events/emergencies during the trip which are not regulated by any other insurance clause in the terms and conditions.
- Without action taken the event must make it impossible to undertake or complete the trip as planned.

#### 9.1.1 Maximum compensation

The maximum compensation sum is SEK 5,000 per *traveller*.

#### 9.1.2 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 ERV or our assistance company.

#### 9.1.3 Exclusion

Compensation is not payable

- for costs that are anticipated or have arisen as a result of your own actions or failure to act
- if compensation can be received from elsewhere e.g. tour operator, law, statute or convention or equivalent protection
- if compensation has been paid from other insurance or equivalent protection.

## 10. PERSONAL LIABILITY AND LEGAL EXPENSES

### 10.1 Personal liability

#### 10.1.1 This is what the Holiday Insurance covers

The insurance covers situations where you, as a private individual, are liable for causing personal injury or property damages to a third party under the statutory provisions on non-contractual liability in the country where the incident has occurred. The incident must have been caused by you during a trip.

The insurance covers:

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

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

#### Europeiska ERV's undertakings

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

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

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

#### 10.1.2 Maximum compensation

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

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

Regardless of whether one and the same injury event causes both personal injury and property damage, the maximum amount of compensation is SEK 10,000 000.

The maximum amount that Europeiska ERV may be responsible for paying compensation for an injury event is SEK 10,000,000 if several insured persons travelling together are required to pay compensation, even if the event is covered by one or more policies purchased from Europeiska ERV.

If multiple injuries or accidents occur at the same time, it is assessed this as one injury if they are caused by the same liability action/incident.

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

#### 10.1.3 Limitations / Exclusions

Liability coverage does not apply for:

- a) Claims arising from or incidental to contracts (with the exception of section 10.1.1 c) regarding rented accommodation/hotel);
- b) Claims arising in connection with your occupation or work;
- c) Pure economic loss, i.e. economic losses that have occurred, and that have no connection with personal injury or property damages;
- d) Loss, damage or injury for which you has assumed liability, which is over and above the statutory provisions governing non-contractual liability;
- e) Damage/injury that you have inflicted on a *close relative*;
- f) Loss of or damage to property that the you have rented, leased, borrowed, manufactured, processed, repaired, stored or has dealt with other than purely temporarily.
- g) Loss, damage or injury that are due to wear and tear;
- h) Loss, damage or injury caused by animals;
- i) Claims arising as a consequence of that you have transmitted disease to another person by infection or otherwise;
- j) Loss or damage for which you may be held liable as the owner of property or apartment or the owner of leasehold rights;
- k) Liability for damages caused while using motor vehicles, caravans, trailers or aircraft, paragliders, hanggliders or other similar devices;
- l) Liability for damages caused while using marine crafts which are 3 meters or more in length with sail or motor or marine craft less than 3 m in length whose engine power exceeds 3HP;
- m) Fines or similar demands imposed on you;
- n) Random accidents;
- o) Such nuclear damages for which you may be held liable under the provisions of the Swedish Nuclear Liability Act, or equivalent foreign law;
- p) Damages, the course or extent of which, directly or indirectly, have been caused by or are connected with war, war-like event, civil war or revolution;
- q) Expenses that have been incurred because a ship or aircraft was required to alter its travel route due your injuries.
- r) Disputes that can be brought before an approved Consumer Complaints Board in either Sweden or in the country where you have been met with a claim.

#### 10.1.4 Precautions / Security directives

##### 10.1.4.1 Notification of claim

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

##### 10.1.4.2 Obligation to provide information

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

### 10.1.4.3 Obligation to take appropriate measures

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

This means, amongst other things, that:

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

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

### 10.1.4.4 Summons and legal counsel

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

### 10.1.4.5 Settlement out of court

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

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

### 10.1.4.6 Penalty interest

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

## 10.2 Legal expenses

### 10.2.1 This is what the Holiday Insurance covers

The insurance applies to specific and ongoing legal disputes arising during your trip abroad which could be brought before a county court, or equivalent court/panel or which, after trial in such a court, can be tried by the Courts of appeal or the Swedish Supreme Court or equivalent court(s) abroad.

The insurance covers *necessary and reasonable* expenses for:

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

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

### 10.2.1.1 Choice of representative

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

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

Examination of Item c) or Item d) concerning the legal representative's suitability to the task, is performed in Sweden by the Insurance Companies' Legal Expenses Committee (Försäkringsbolagens Rättskyddsämnd). The insured, and Europeiska ERV, reserve the right to demand arbitration from the Swedish Bar Association, or similar professional foreign association, concerning the reasonableness of the lawyer's fees and costs.

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

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

### 10.2.2 Maximum compensation

The maximum compensation is SEK 100,000 per trip.

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

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

### 10.2.3 Limitations / Exclusions

The insurance does not cover:

- a) Civil court cases arising from disputes between you and the travel agency, the trip organizer, the transport provider or Europeiska ERV.
- b) Legal disputes that are directly or indirectly related to the execution of your business, including work placement matters.
- c) Family and inheritance matters.
- d) Criminal cases
- e) Damage for which you may be held liable as the owner, user or driver of motor vehicles, caravans, trailers or aircraft, para-gliders, hang-gliders or other similar devices.

## 11. GENERAL TERMS AND CONDITIONS

### 11.1 Rescue obligation

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

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

### 11.2 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 in the terms and conditions. You must also:

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

### 11.3 Payment of compensation

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

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

### 11.4 Reduction of compensation in the event of a claim

#### 11.4.1 Causing an insured event

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

The same applies if you must otherwise be assumed to have acted or failed to act in the knowledge that this meant a significant risk for the injury or damage occurring. For example may the use of drugs, alcohol or other intoxicants in such a way that the insured person exposes himself to the risk of injury imply that the rules for causing an insured event applies.

#### 11.4.2 Safety directives

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

Safety directive is intended to mean a directive about certain determined ways of acting or arrangements that are dedicated to preventing or limiting damage or certain determined qualifications with the insured, or his/her employees or other assistants.

#### 11.4.3 When a reduction cannot take place

The compensation cannot be reduced according to this chapter due to

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

### 11.5 Supplier's guarantee

The Holiday Insurance does not apply for damages for which a supplier or other party holds responsibility according to law, guarantee or similar undertaking. However, the insurance does apply if you can show that the party that has made a commitment is not able to fulfil this commitment.

### 11.6 War damages

The insurance does not apply in respect of damages associated with war, war-like events, civil war, revolution or insurrection. However, the Holiday Insurance applies if you are staying in the affected area at the time of the outbreak and the claim arises within 14 days of the outbreak of the troubles. You may not participate in the war or act as a reporter or similar.

### 11.7 Nuclear damages

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

### 11.8 Limitation period

A person who wants to claim compensation, or any other insurance cover, must initiate action against Europeiska ERV within a period of ten years from the date when such circumstance in the insurance contract that entitles to insurance coverage occurred. If actions are not brought within that period, the right to insurance cover will be lost.

If the person who intends to claim for insurance cover has reported the claim to Europeiska ERV within the prescribed period, as specified in the first sentence, the period to initiate actions against Europeiska ERV is always at least six months from the date when Europeiska ERV declared that it has passed a final decision regarding compensation.

### 11.9 Force majeure

The Holiday Insurance does not cover losses that may occur if the claims investigation, repairs or payment of compensation is delayed due to war, war-like conditions, civil war, revolution or insurrection or due to natural disaster, intervention by authorities, strikes, lockouts, blockades or similar events.

### 11.10 Common exclusions

The insurance does not apply with respect to injuries or damages resulting from illegal act by the insured, his/her beneficiary or legitimate heir.

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

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

### 11.11 Double insurance and recovery of compensation

If the same interest has been insured against the same risk with several insurance companies, each insurance company shall have a liability towards you as if that company alone had provided the insurance.

However, the insured party is not entitled to receive higher total amount of compensation from the companies than is appropriate to the claim. If the total sum of the liability amounts exceeds the actual loss, the liability will be divided between the insurance companies in proportion to the respective liability amounts.

To the extent that the insured has received compensation, Europeiska ERV assumes the right to recover compensation paid by the person responsible for the damages or from any other insurance or party.

### 11.12 Right of recourse

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

### 11.13 Other legislation

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



### 11.14 The right of withdrawal

In accordance with the Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59), the following applies:

For insurance policies that provide cover for a period of more than one (1) month, the policyholder has the right to withdraw the purchase of the insurance within fourteen (14) days of entering into the agreement. The deadline is calculated from the date when the insurance contract was concluded, that is, when the policyholder receives the policy and terms and conditions for the insurance. The right of withdrawal does not apply to insurance policies with an insurance period of one month or less. If the policyholder wishes to exercise the right of withdrawal, Europeiska ERV must be informed in writing before expiry of the deadline.

### 11.15 Personal data processing and disclosure of information

Europeiska ERV values your privacy. We will only use your personal data for legitimate legal insurance related purposes and only retain your data for the duration required by our operational purposes and applicable law.

Europeiska ERV will only disclose your personal data to third parties when it has a legal purpose, for example, when it is needed to fulfil our agreement with you. You also have the right to request, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europeiska ERV in writing if you do not want your personal data to be processed for purposes that concern direct marketing.

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

Read more on our web page [www.erv.se](http://www.erv.se)

The address is: Europeiska ERV, Dataskyddsbudet, Torshamnsgatan 35, 164 40 Kista.

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

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

## 12. APPLICATION FOR COMPENSATION

The simplest way for you to claim is through our online service via our website, [www.erv.se](http://www.erv.se). On weekdays, you can also contact Europeiska ERV directly. We are pleased to help you with advice and to answer your questions. Telephone hours: 09.00-16.00 Telephone: +46 (0) 770-45 69 18 E-mail: [privatskador@erv.se](mailto:privatskador@erv.se)

When you contact us, please always quote your policy number.

If you are in need of urgent help at the destination of your trip, you can contact our assistance company Europeiska ERV Alarm 24/7 on telephone number +46 (0) 770-456 920.

In the event of serious illness, accident, admission to hospital or if you have to return home early, please contact the emergency-center associated to the insurance company of your home and content insurance.

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

At Europeiska ERV, our aim is to give you personal service and establish good personal relations. If anything happens to you, we wish to provide swift handling of your claim and to ensure that you receive the compensation you are entitled to according to the terms and conditions of the insurance.

If you are not satisfied with the handling of your claim, you can have your claim re-examined. Speak to your claims adjuster again. There might simply have been a misunderstanding. New circumstances may have been presented that can be of some significance in the case.

If you are still not satisfied with the handling of your claim, you can request to have your case examined by Europeiska ERV's Customer Ombudsman.

Visiting address: Torshamnsgatan 35, Kista, Sweden;  
Telephone: +46 (0) 770-456 900;  
E-mail: [info@erv.se](mailto:info@erv.se)  
Corporate ID number: 502005-5447;  
Registered office: Kista

## ADVISORY AND REVIEW SERVICES OUTSIDE EUROPEISKA ERV

### Various insurance boards

#### The Personal Insurance Board

(Personförsäkringsnämnden)

This board will, in its capacity as a consumer advisory board, provide statements of expert opinion at the request of the policyholder in disputes between the policyholder and the insurance company in respect of health-, accident- and life insurance.

Address: Box 24067 (Karlavägen 108),  
104 50 Stockholm, Sweden,  
Telephone: +46 (0) 8-522 787 20

#### The National Board for Consumer

(Allmänna reklamationsnämnden, ARN)

The Board reviews complaints from private individuals, including matters relating to insurance.

Such reviews are free of charge.

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

### Court of law

Even if your case has been reviewed by any of the aforementioned boards, you may approach a court of law. Assistance costs connected with a court hearing can be obtained through:

- State legal aid which can provide a means-test contribution to litigation costs.
- The majority of homeowner's comprehensive policies include a legal expenses clause that the policyholder can use in case of disputes which can be referred to a court.

### The Swedish Consumers' Insurance Bureau

(Konsumenternas försäkringsbyrå)

The Bureau is run jointly by the insurance companies, the Swedish Financial Supervisory Authority (Finansinspektionen) and the Swedish Consumer Agency (Konsumentverket). The function of the Bureau is to provide advisory services and assistance, free of charge, concerning different insurance matters to private individuals (consumers), and to certain persons in trade and industry.

Address: Box 24215 (Karlavägen 108),  
104 51 STOCKHOLM, Sweden,  
Telephone: +46 (0) 200-22 58 00.