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# A

## The validity and extent of the insurance

- A.1 For whom is the insurance valid?**  
The insurance is valid for the employees within the company, unless otherwise indicated in the insurance policy. The insurance is valid, unless otherwise agreed, only for persons who live in Scandinavia and who are insured in a Scandinavian general social insurance system. That which is stated about the Scandinavian countries in these conditions shall also apply to a person residing outside Scandinavia if a special agreement has been reached that the insurance shall apply to persons who do not live in Scandinavia.
- A.2 Where the insurance is valid**  
The geographical range of validity of the insurance is shown by the insurance documents, with the exception of that which is indicated under N10. The insuree /traveller is personally responsible to investigate the situation with respect to war and risk zones.
- A.3 What the insurance applies to**  
The insurance is valid, unless otherwise agreed, for a business trip which is intended to last for not more than one year and which is paid for by the employer or client. The business trip has started from the moment when the insuree leaves his/her residence or place of work and ends with his/her return to one of these places.
- A.4 The extent of the insurance**  
The items covered by the insurance are shown by the insurance policy or insurance papers.
- A.5 Excess**  
The insurance is valid without excess, unless otherwise agreed upon.

# B

## Compensation for medical and travel expenses

- B.1 What the insurance is valid for**  
The insurance provides compensation for necessary and reasonable medical costs if during a business trip the insuree contracts an acute illness, meets with an accident or suffers acute dental trouble.
- B.2 Costs for which the insurance is valid**
- B.2.1 Nursing during illness or in the case of an accident**  
If the insuree contracts an illness during the trip, all the necessary and reasonable medical costs will be compensated for during a maximum period of one year calculated from the first contact with the doctor. If the insuree meets with an accident during the trip, all the necessary and reasonable medical costs will be compensated for during a maximum period of three years calculated from the occasion of the accident. Medical costs refer to
- medical treatment
  - hospital treatment
  - medicines, treatment and aids which have been prescribed by a qualified doctor.

### B.2.1 Limitations

After a doctor has been called by Viator, the insurer has the right to request that the insuree travels to Scandinavia for continued treatment. If the insuree does not follow the insurer's decision, this can mean that the compensation for medical costs will be reduced or completely withdrawn.

### B.2.2 Dental care in the event of acute dental trouble or an accident

If the insuree suffers acute dental trouble during the trip, compensation is granted for temporary emergency treatment that must be carried out by a dentist outside the home district. If the insuree's teeth are damaged in an accident, compensation is also granted for treatment carried out by a dentist in the home district. In the case of an accident, the compensation period is maximized to 3 years from the date when the accident occurred.

Both the treatment and the cost shall, however, be approved in advance by the insurer or Nordic Assistance. With respect to implants and shell fronts, the insurance grants compensation only for the patient fee.

#### B.2.2.1 Limitations

In the case of dental damage which has arisen as a result of chewing or biting, compensation is granted only for the emergency treatment which has been carried out outside the home district. Compensation is granted in a sum amounting to no more than 0.1 basic units.

If, in the event of an accident, it is discovered that there is sickness or other changes which are abnormal for the age, compensation shall be granted only for the damage which can be assumed to have been the consequence if the changes had not existed when the damage occurred.

### B.2.3 Travel in connection with hospital treatment or dental care

Compensation is granted for necessary and reasonable travel expenses which are connected with the nursing required at the place of stay.

### B.2.4 Home transport

If a qualified doctor at the place of stay judges that the insuree must return home, compensation is granted for the reasonable additional costs for such a journey. Both the necessity and the mode of travel shall be prescribed by a doctor and with the approval of the insurer or Nordic Assistance.

Compensation can also be granted for an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.

### B.2.5 Home transport of a deceased person or burial in the locality

In the case of a death away from home, the insurance can cover the cost for transport of the deceased to the home district in Scandinavia. The costs of the arrangements necessary for the transport and the additional costs for the repatriation of accompanying joint-insurees can also be paid.

In the event of a death abroad, the insurer can, instead of home transport, pay for the costs for a burial in the locality. The highest compensation for a burial in the locality is 1 basic unit.

**B.2.6****Travel of a relative to a seriously ill or deceased person**

If the insuree becomes ill or meets with an accident during a business trip away from home, and if a doctor judges the person's condition to be life-threatening, the insurance can cover the cost of the trip of at the most two relatives from Scandinavia and back, including living expenses

Both the necessity and the means of transport shall be approved in advance by the insurer or Nordic Assistance. The same applies in the case of a death abroad when the funeral takes place in the locality.

**B.2.7****Additional costs for food, lodging and home trip**

The necessary and reasonable additional costs for food, lodging and return journey which arise as a consequence of the injury incident described under B.2.1–B.2.2, can be paid by the insurance. The compensation is granted only for the time when the insuree is on a business trip away from home and for not more than 60 days. Compensation can also be granted for an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.

**B.2.8****Certificates and documents**

Compensation is granted for certificates and other documents which the insurer needs to regulate the injury.

**B.3****Joint exceptions and limitations****B.3.1****Deterioration in the state of health**

The insurance is not valid for a pre-existing illness or for an illness of a chronic nature unless an acute deterioration of the illness has set in after the beginning of the trip. In the assessment of an acute deterioration, consideration shall be given to the state of health prior to the beginning of the trip.

**B.3.2****Hazardous occupation**

Compensation is not granted for costs to which the insuree is subjected as the result of an accident which has occurred when the insuree has participated in

- skydiving, gliding, paragliding and hang-gliding, mountaineering, bungee jumping, off-piste skiing, expedition or other similar risk-filled occupation
- competitive sports or special training for these
- on board an aircraft during flight

**B.3.3****Joint exceptions**

The insurance does not provide compensation for

- costs which have been caused by the fact that a means of public transport has had to change its travel plan due to the injury or illness of the insuree
- the costs for an accident or illness if the insuree was influenced by alcohol, sleeping drugs or narcotics and the insuree cannot show that there is no connection between the influence and the injury
- the costs for home transport or other transport caused only by the fear/anxiety of the insuree of a risk of infection

- the costs in connection with a pregnancy after the 32nd week
- the costs for vaccination, preventive health care, pregnancy control and normal dental care and orthodontics
- loss of income from work
- costs for private medical care in the Scandinavian countries
- costs which can be paid by some other source in accordance with legislation, other statute, convention, insurance or damages.

**B.4****Claim settlement regulations****B.4.1****Measures in the case of injury**

A claim shall be submitted to the insurer immediately, but not later than within six months from the date when the injury occurred. The injury report shall be signed by the employer and in order to qualify for cost compensation of different kinds, the person who requests compensation shall

- be able to prove the injury which merits compensation
- submit a specified claim for compensation
- submit original verifications of repayable costs
- at the request of the insurer, submit information and provide evidence, medical certificates and other documents which the insurer needs to regulate the claim
- if another insurance is valid for the same injury, notify the insurer of this

**B.4.2****Compensation regulations**

For treatment at a hospital or at a health centre other than those which are run by the state, the municipal authority or the county council – or for treatment at a foreign hospital of a corresponding kind – compensation is granted only if an agreement has been reached in advance with the insurer or Nordic Assistance. All kinds of hospital treatment which are judged to be acute or of an intensive care nature may however be undertaken at a suitable foreign hospital if this is located in the immediate vicinity of the place of stay.

The insurer has the right, in each particular claim, to consult its doctor for an assessment of whether there is a right to compensation.

**B.4.3****Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be limited or completely withdrawn.

**B.4.4****Gross negligence and intent**

The insurer shall not be liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

**B.4.5****Reclaim**

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to claim compensation from the person who is responsible for the injury.

A claim against a private person may be presented only if

- he/she has caused the injury with intent or through gross negligence
- the injury is related to his/her employment

## C

### Disability allowance and death benefit

#### C.1 What the insurance is valid for

If the insuree meets with an accident and the accident leads to disability or death, compensation can be granted in the form of a disability allowance or a death benefit. An accident injury is a physical injury which the insuree suffers involuntarily through a sudden incident which cannot be influenced externally.

#### C.2 Insurance sum

The insurance sum is shown in the insurance policy.

#### C.3 Disability allowance

##### C.3.1 Medical disability

For an established medical disability, compensation is granted with that part of the disability sum which corresponds to the established degree of medical disability. The disability is considered to be established when it can be confirmed by the attending doctor. The insurer reserves the right to wait for a period of time of at least twelve months from the injury occasion before a medical disability is established. It shall be possible to determine the degree of medical disability objectively. If a lost part of the body can be replaced by a prosthesis, the degree of disability is determined taking into consideration the prosthesis function. As a guidance in the assessment on the injury occasion, the current collection of tables "Grading of medical disability" published by the Swedish Insurance Association can be used

##### C.3.1.2 Limitation

The insurance sum is reduced by 10% when the insuree reaches the age of 65 years and thereafter by a further 10% each year. The insurance amount is reduced by at the most 50%. If injuries to several parts of the body have arisen through the same accident, compensation is granted according to a calculated degree of disability with at most 100%.

##### C.3.2 Disability with respect to gainful activity

The assessment of an employment disability is based on the degree of inability to work which the insuree suffers as a result of the accident. The payment of compensation for an employment disability presupposes that at least half of an early retirement pension is granted as a consequence of the accident, and that a doctor judges that there is a relation between the granted pension benefit and the consequences of the accident. The following table shall be used as a guidance in this assessment:

Size of the early retirement pension	Corresponding degree of disability	Compensation (percentage of the insurance sum)
1/2	50-65%	50%
2/3	66-84%	75%
1/1	85-100%	100%

##### C.3.2.1 Limitation

For an insuree who has reached the age of 60 years at the time of the early retirement, no compensation shall be granted for employment disability. This applies regardless of when the accident occurred.

##### C.3.3 Aids in the case of disability

In addition to the compensation for disability which is set in accordance with the degree of disability, compensation can be granted for aids and other measures which a doctor prescribes as being necessary to relieve the state of disability.

##### C.3.3.1 Limitation

Compensation for aids for disability shall be granted in a total sum not exceeding 1 basic unit and for expenses approved in advance by the insurer.

##### C.3.4 Scar compensation

The right to compensation for a disfiguring scar does not begin until after a completed treatment and after it has been judged that the scar will remain in the future, but not earlier than one year from the date of the accident. The size of the compensation shall be fixed in accordance with a table which has been established by the insurer.

#### C.4 Death benefit

If the insuree dies during the travel period or within three years from the date when the injury occurred, a death benefit shall be granted. Compensation shall be granted with the insurance sum for death which is shown in the insurance policy.

##### C.4.1 Beneficiary

The beneficiary is, unless a special beneficiary clause has been submitted to the insurer before the accident, the husband/wife/common-law partner/registered partner and child of the insuree or, if such relatives are lacking, the legal heirs.

#### C.5 Joint exceptions and limitations in the case of disability and death

##### C.5.1 Hazardous occupation

Compensation shall not be paid for accidents which have occurred when the insuree has participated in

- sky-diving, gliding, paragliding and hang-gliding, mountain-climbing, bungee jumping, off-piste skiing, expedition or other similar risky occupation
- competitive sports or special training for this or carries out/has carried out tasks
- on board an aircraft during flight

##### C.5.2 Joint exceptions

The insurance does not grant compensation for

- an accident or illness which the insuree has suffered in connection with the influence of alcohol, sleeping-drugs or narcotic drugs and the insuree cannot show that there is no connection between the influence and the injury
- an injury which has arisen due to infection through bacteria, virus or other infectious agent
- an injury which has arisen through the use of medical preparations or through an operation, treatment or examination which has not been caused by an injury covered by this insurance

- injury which the insuree has suffered in the event of attempted suicide or suicide.

### C.5.3 Joint limitations

- a general rule for both medical disability and employment disability is that a disability which the insuree already had at the time of the injury shall not be included in the assessment or calculation of compensation in accordance with the regulations in this item.
- the insuree can, for the same injury incident, receive compensation only under one of the two classifications of medical disability or employment disability. The alternative which is most favourable for the insuree shall apply.
- if a lump-sum for a disability has already been granted by the insurer for the same accident, or if the right to such compensation exists but a claim has not yet been submitted, the death benefit shall be reduced by the disability allowance paid.
- compensation shall not be granted for a cost which can be repaid from some other source according to the law, other statute, convention, insurance or damages.
- for all the business travel insurances mediated through the insurer, not more than SEK 40 million shall be paid for disability and death for the same injury incident.

## C.6 Claims settlement regulations

### C.6.1 Measures in the case of an injury

A claim shall be submitted to the insurer immediately, but not later than within six months from the date when the accident occurred. The injury report shall be signed by the employer and for the right to compensation the person who has a claim towards the insurer shall, on request, submit information and supply evidence, medical certificates and other documents which the insurer requires in order to regulate the injury.

The insurer has the right, for each individual injury claim, to ask its doctor for an assessment of the disability or for an assessment of whether there is a right to compensation.

### C.6.2 Payment

The compensation for disability is determined by the basic unit which applies at the time when the compensation is determined. The compensation in the case of a death is set in terms of the basic unit which applies for the month of January in the year when the injury occurred.

### C.6.3 Fraudulent information

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be limited or be completely withdrawn.

### C.6.4 Gross negligence and intent

The insurer shall not be liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

# D

## Compensation for interruption of trip

### D.1

#### Repayment of unused travel expenses

The insuree can receive compensation for unused travel expense if the trip is interrupted or cannot be completed in the way which the insuree has planned due to illness or accident and if this has meant that

- the insuree, according to a medical certificate, has been admitted for medical care, ordered stillness, rest indoors or the like and this has been prescribed by a qualified doctor at the trip's destination. The date of the first contact with the doctor is counted as the first day of illness.
- the insuree must return to Scandinavia prematurely as described in items B.2.4 or D.4 in these regulations.
- the insuree must take care of an accompanying traveller, who is covered by a business travel or travel insurance taken out with the insurer, due to illness or accident and this can be confirmed with a medical certificate issued by a qualified doctor at the trip's destination.

### D.1.1

#### How the compensation is calculated

The insuree shall receive compensation calculated as the average daily cost of the trip for each unused day of travel. Travel expenses means the amount actually paid for travel and lodging before the departure.

In the case of travel with one's own car, compensation is granted for the shortest travel route calculated from the start of the trip to the place where the trip is interrupted and back. Compensation is granted in accordance with the standards of the National Swedish Tax Board for tax-free travel expenses. Compensation is paid for not more than 10 000 km and is calculated per car.

### D.2

#### Substitute travel

Instead of the repayment of travel expenses, a substitute trip can be granted if the trip is interrupted or if it cannot be used as planned because

- the insuree, according to a medical certificate, has been admitted for medical care, ordered stillness, rest indoors or the like for a time longer than half the travel time and if this can be confirmed with a certificate issued by a qualified doctor at the destination. The date for the first contact with the doctor is counted as the first day of illness
- the insuree has had to return to Scandinavia prematurely in accordance with items B.2.4 or D.4 in these regulations, and the trip is interrupted during the first half of the trip.

### D.2.1

#### How compensation is granted

The substitute trip is granted in the form of a new arrangement. The substitute trip is based on the price of the interrupted trip including any additions for bathroom, single room etc. On the other hand, no compensation is given for expenses for tours or other services.

The offer of a substitute trip is valid for not more than one year from the date of the injury and only for trips which do not exceed 45 days. A substitute trip is personal and cannot be transferred.

#### **D.2.2 Accompanying traveller**

On the same conditions, a substitute trip can also be offered to an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.

#### **D.3 The departure and/or new departure of a substitute in connection with a business trip**

If the insuree, in the opinion of a doctor, cannot carry out his/her work due to illness or injury, compensation is granted for the necessary and reasonable travel expenses for the departure of a substitute, if the employer for business reasons must replace the insuree.

If the insuree shall resume his/her work after the recovery, the necessary and reasonable travel expenses for a new departure are also paid.

#### **D.3.1 Limitation**

The departure shall be approved in advance by the insurer. If the insuree does not follow the decision of the insurer or Nordic Assistance, this can mean that the compensation is reduced or is completely withdrawn. The total compensation which can be granted for the departure of a substitute and a new departure is limited to 0.7 basic units.

#### **D.4 Return journey due to an emergency**

If the insuree is on a business trip abroad, compensation can be granted for the necessary and reasonable additional costs for the return journey to the home district, if a return journey is considered to be necessary and if the insuree is forced to interrupt the stay earlier than planned because

- a close relative in a Scandinavian country has fallen ill or has met with an accident, where a doctor judges the condition to be life-threatening, or has died
- the insuree must remedy or reduce the effects of considerable damage to which the insuree's private property in a Scandinavian country has been subjected through fire or other unexpected event

Compensation is also granted for an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.

The insuree can receive compensation for unused travel expenses or a substitute trip in accordance with items D.1–D.3 in these regulations.

#### **D.4.1 Limitation**

The return journey shall be approved in advance by the insurer. If the insuree does not follow the insurer's decision, this can mean that the compensation will be reduced or be completely withdrawn.

#### **D.5 Joint exceptions and limitations**

##### **D.5.1 Deteriorated state of health**

The insurance does not grant compensation for an interrupted trip due to a pre-existing illness or to an illness of a chronic nature unless an acute deterioration in the illness has set in after the beginning of the trip.

roration in the illness has set in after the beginning of the trip.

In the assessment of acute deterioration, consideration shall be given to the state of health before the beginning of the trip.

##### **D.5.2 Hazardous occupation**

Compensation is not granted for an interruption to a trip to which the insuree has been subjected as the result of an accident which has occurred when the insuree has participated in

- skydiving, gliding, paragliding and hang-gliding, mountain-climbing, bungee jumping, off-piste skiing, expedition or other similar risky occupation
- competitive sport or special training for this or carries out/has carried out tasks
- on board an aircraft during flight

##### **D.5.3 Other joint exceptions**

The insurance does not grant compensation for the interruption of a trip

- due to an accident or illness if the insuree was influenced by alcohol, sleeping-drugs or narcotic drugs and the insuree cannot show that there is no connection between this influence and the injury
- due to attempted suicide or suicide
- due to an accident which has arisen due to infection through bacteria, virus or other infectious agent
- due to a return journey caused only by the insuree's fear or anxiety of a risk of infection
- which is related to a pregnancy after the 32nd week
- which can be paid from some other source according to the law, other statute, convention, insurance or damages

#### **D.6 Claim settlement regulations**

##### **D.6.1 Measures in the case of an injury**

A claim shall be submitted to the insurer immediately, but not later than within six months from the date of the injury. The injury report shall be signed by the employer and to qualify for cost compensation of different kinds, the person who has a claim towards the insurer shall

- submit a specified claim for compensation
- submit original verifications over repayable costs
- at the request of the insurer, submit information and supply evidence, medical certificates and other documents which the insurer needs to regulate the claim
- notify the insurer if another insurance is valid for the same injury.

In each separate injury claim, the insurer has the right to consult its doctor for an assessment of whether there is a right to compensation.

##### **D.6.2 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be completely withdrawn or limited.

### D.6.3 Gross negligence and intent

The insurer is not liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

### D.6.4 Reclaim

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to compensation from the person who is responsible for the injury.

A reclaim against a private person may be presented only if

- he/she has caused the damage with intent or through gross negligence
- the damage is connected with his/her employment

## E

### Compensation for crisis therapy

#### E.1 What the insurance is valid for

Compensation for crisis therapy can be granted if the insuree has been subjected to an acute mental crisis during a business trip due to

- robbery, threat or assault which has been reported to the police at the place of the injury
- a serious injury which is covered by this insurance
- a traffic accident
- other traumatic incident such as fire, explosion, hijacking or terror attack

The insurance is also valid for a husband/wife/common-law partner/registered partner and child, if the insuree dies as a result of one of the above events during a business trip.

#### E.2 Insurance amount and extent

The insurance includes crisis therapy limited to a maximum of 10 treatment occasions per insuree per injury. The treatment shall be provided in Scandinavia by a registered psychologist and the time during which compensation can be given for treatment shall be limited to twelve months calculated from the injury occasion. The highest compensation amount is however 0.4 basic units.

#### E.2.1 Limitation

Compensation shall be granted in accordance with the applicable fees for a psychologist in the insuree's country of residence. The cost shall be approved in advance by the insurer or by Nordic Assistance.

#### E.3 Exceptions

##### E.3.1 Hazardous occupation

The insurance does not grant compensation for crisis therapy if the insuree is subjected to an acute mental crisis due to an accident which has occurred when the insuree has participated in

- skydiving, gliding, paragliding and hang-gliding, mountain-climbing, bungee jumping, off-piste skiing, expedition or other similar risky occupation
- competitive sports or special training for this or carries out/has carried out tasks
- on board an aircraft during flight

#### E.3.2 Other exceptions

The insurance does not grant compensation for crisis therapy if the insuree is subjected to an acute mental crisis due to

- an injury which the insuree has suffered in connection with the influence of alcohol, sleeping-drugs or narcotic drugs and the insuree cannot show that there is no connection between this influence and the injury
- an injury which has arisen due to infection through bacteria, virus or other infectious agent
- an injury which the insuree has suffered due to attempted suicide or suicide
- that the insuree has been assaulted, threatened or injured in some other way by a close relative or an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.
- that the insuree has without good reason exposed himself/herself to the risk of being injured.
- through an injury which has arisen in connection with the fact that the insuree has carried out or co-operated in an intentional act which is punishable according to the Swedish law.

Compensation is not granted for a cost which can be repaid from some other source according to the law, other statute, convention, damages or other insurance.

#### E.4 Claim settlement regulations

##### E.4.1 Measures in the case of an injury

A claim shall be submitted to the insurer immediately, but not later than within six months from the date of the injury. The injury report shall be signed by the employer and to qualify for compensation, the person who claims compensation shall

- submit a specified claim for compensation
- submit original verifications of repayable costs
- at the request of the insurer, submit information and supply evidence, medical certificates and other documents which the insurer needs to regulate the claim

In each separate injury claim, the insurer has the right to consult its doctor for an assessment of whether there is a right to compensation.

##### E.4.2 Fraudulent information

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be reduced or completely withdrawn.

##### E.4.3 Gross negligence and intent

The insurer is not liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

## F

### Compensation in the event of kidnapping

#### F.1 What the insurance is valid for

If the insuree is kidnapped during a business trip, compensation shall be granted for physical and mental suffering for the time during which the illegal deprivation of liberty has lasted.

**F.2 Insurance amount**

Unless otherwise indicated in the insurance policy, compensation shall be granted with 0.014 basic units per day, but for not more than 90 days.

**F.3 Exceptions**

The insurance is not valid if the insuree has been deprived of his/her liberty by a close relative or an accompanying traveller who is covered by a business travel or travel insurance taken out with the insurer.

**F.4 Claim settlement regulations****F.4.1 Measures in the case of an injury**

An injury which leads to a compensation claim shall be reported to the insurer as soon as possible, but not later than within six months from the date when the insuree has received information about the incident. The injury report shall be signed by the employer and the person who claims compensation shall verify the deprivation of liberty with a document from the police authority at the place of the injury or other authority concerned such as e.g. the Ministry for Foreign Affairs.

- at the request of the insurer, the insuree shall submit information and supply other documents which the insurer needs to regulate the injury

**F.4.2 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be limited or may be completely withdrawn.

**F.4.3 Gross negligence and intent**

The insurer is not liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

**G****Assault protection****G.1 What the insurance is valid for**

Compensation shall be granted for a physical injury as a result of assault or other intentional physical violence. Compensation shall be paid according to the regulations in chapters 1 and 5 of the Liability for Damages Act - this applies also if the insuree has been granted a higher compensation than which follows Swedish damages practice.

If the insurer requests that the insuree shall conduct his/her own case against the offender in a trial, the insurer shall pay the litigation costs which are not covered by general legal aid.

**G.1.1 Limitation**

If a court or arbitration board should grant higher damages than is the practice in accordance with the Liability for Damages Act, compensation shall be granted with at most the amount which would have been granted according to the regulations in the Swedish Liability for Damages Act.

**G.2 Insurance sum**

The highest compensation sum for each injury is 14 basic units. Several injuries are considered to be a single injury if they have arisen on the same occasion.

**G.3 Exceptions**

Compensation shall not be granted

- to the extent that the offender is able to pay the damages
- if the insuree was influenced by alcohol, sleeping-drugs or narcotic drugs, and if the insuree cannot show that there is no connection between this influence and the injury
- if the insuree without good reason has exposed himself/herself to the risk of being injured
- for injuries which the insurees have caused each other
- for an injury which has arisen in connection with the fact that the insuree has carried out or co-operated in an intentional act which is punishable according to Swedish law
- if the insuree has been injured by a close relative
- for damages which are based on consent
- for damages which are based on a transfer from the person who is directly entitled to payment
- if the damages/cost compensation is paid by some other Government/ municipal authority or other insurance/insurance company

**G.4 Claim settlement regulations****G.4.1 Measures in the case of an injury**

An injury which leads to a compensation claim shall be reported to the insurer as soon as possible, but not later than within six months from the date of the injury. The injury report shall be signed by the employer and to qualify for compensation, the insuree shall

- supply the insurer with documentation which shows that the insuree is entitled to damages and that the offender is unknown or lacks solvency
- make a report to the police at the place of injury and send the police report to the insurer
- submit a specified claim for compensation
- submit original verifications of repayable costs
- at the request of the insurer, submit information and supply evidence, medical certificates and other documents which the insurer needs to regulate the injury claim for damages.

In each separate injury matter, the insurer has the right to consult its doctor for an assessment of whether there is a right to compensation.

**G.4.2 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the injury, the compensation can be reduced or completely withdrawn.

**G.4.3 Gross negligence and intent**

The insurer is not liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

#### G.4.4

#### Reclaim

To the extent that the insurer has paid compensation, the insurer takes over the right of the insured to claim compensation from the person who is responsible for the injury.

A reclaim against a private person may only be presented if

- he/she has caused the injury with intent or through gross negligence
- the injury is connected with his/her employment

## H

### Legal protection

#### H.1

#### What the insurance is valid for

Legal protection is valid for the insured as a private person on a business trip. The insurance is valid in a dispute if the events or circumstances which provide the basis for the claim occur during the period when the insurance is in force.

If the insurance is no longer in force when the dispute arises, legal protection is granted through this insurance if a period of time shorter than ten years has elapsed since the events or circumstances occurred which provide the basis for the claim.

#### H.2

#### Insurance sum

In each dispute, case or matter, the obligation of the insurer is limited to 4 basic units. A dispute is considered to exist if the insured or some other insured are on the same side. Even if the insured is involved in several disputes, they shall be counted as a single dispute if the claims have essentially the same basis. If, in the same dispute, the insured is able to receive compensation from several insurances in one or several companies, the compensation shall be limited so that, in addition to the compensation from other insurances, it amounts to no more than the amount indicated in the insurance policy.

#### H.3

#### Undertakings - representative and litigation costs

Compensation shall be granted for the necessary and reasonable representative and litigation costs for which the insured cannot receive payment from the adversary or from the state. Compensation shall also be granted for the adversary's litigation costs which the insured has been ordered to pay. The insurance is not valid for costs which would have been paid from public funds if the insured had applied for general legal aid.

The insurance can also repay the costs of an investigation prior to a trial, on condition that the investigation has been ordered by the representative of the insured, or if the National Board for Consumer Complaints has found it evident that the Board cannot decide the dispute without such an investigation.

To the extent that the insurer has paid compensation, the insurer takes over the rights of the insured to claim compensation from an adversary, state or other person. The insured shall cooperate in ensuring that any right of recourse is maintained.

#### H.3.1

#### Limitation

The insurance is not valid if the insured fails to appoint a representative or if the insured refrains from

his/her possibility to receive compensation from a counterparty with or without a trial.

#### H.3.2

#### Dispute without a trial

The legal protection is valid for the insured's own representative costs in a dispute which can be tried by a District Court or corresponding court/board or a Court superior to these in Sweden, or corresponding court(s) in other countries. The legal protection is also valid in a dispute with arbitration proceedings if the dispute would otherwise have been tried as above. The legal protection does not however cover the fees to the arbitrators.

#### H.3.2.1

#### Limitation

If the dispute is such that it shall first be tried by another instance (e.g. a regional rent tribunal or leasehold property tribunal), only those costs which arise after such an examination shall be paid.

#### H.3.3

#### Dispute with a trial

In the case of a dispute, the insurance shall compensate the insured's own litigation costs and such adversary costs which he is obliged to pay after a court trial and which have arisen at the courts indicated in H.3.2.

If a settlement is reached during a trial, the legal protection shall cover the costs which the insured has undertaken to pay to an adversary, on condition that it is obvious that the insured would have been sentenced to pay litigation costs in a higher amount if the dispute had been tried in a court of law.

#### H.4

#### Exceptions

#### H.4.1

#### Certain disputes

The legal protection does not apply for a dispute or matter

- which concerns a criminal case
- which is related to the performance of professional or official duties or other employment
- which concerns economic measures which are of an unusual kind or extent for a traveller
- which concerns a guarantee engagement
- which concerns the field of the family rights
- which concerns a claim or demand which has been transferred to the insured
- where a member of the insured's family is the adversary
- which concerns the insured in his/her capacity as owner, user or driver of a motor-driven vehicle, caravan or other trailer, aircraft, steamship, motorboat or sailing boat, or sailing-board.

The insurance is, however, valid for the categories of craft mentioned if the insured has temporarily borrowed or rented these outside Scandinavia.

- which refers to damages or other claim against the insured due to an offence which has given rise to a suspicion of or prosecution for an offence which is not punishable without intent
- if the insured has no justified interest in having his/her matter dealt with
- which refers to the insured in his/her capacity as the buyer or owner of real estate, a leasehold site or apartment.

#### H.4.2 Certain costs

The insurance does not grant compensation for

- own work, loss of income, travel and living or other expenses for the insuree
- the enforcement of a judgement, decision or agreement
- additional costs which arise if the insuree appoints several representatives or changes representative
- is guilty of negligent litigation or has proceeded negligently in some other way
- arbitrator fees
- the additional charge which shall be paid in accordance with the Legal Aid Act
- costs which are not repaid by the state, because the question about legal aid in accordance with § 8 of the Legal Aid Act can wait while a similar case is tried, or if it can be assumed that such a judgement would have been made if the insuree had otherwise been entitled to legal aid.
- representative costs which are not repaid through the legal aid because the insuree has changed representative or has chosen a representative who has not been considered suitable by the insurer

#### H.4.3 Miscellaneous

The insurance shall not grant compensation if the injury/costs can be repaid from some other source according to the law, other statute, convention or other insurance or for a cost which would have been paid from public funds if the insuree had applied for general legal aid.

#### H.5 Claim settlement regulations in civil actions

##### H.5.1 Measures in the case of a claim

A dispute shall be reported and a compensation claim shall be presented immediately, but not later than three years from the beginning of the dispute.

The insuree shall also

- at the request of the insurer, submit information and documents which the insurer needs to regulate the claim
- if another insurance is valid for the same claim, inform the insurer of this

##### H.5.2 Choice of representative

The insuree must appoint a representative. If the insuree does not appoint a representative or if he/she appoints a representative other than as mentioned below, the insurance is not valid. A representative shall be chosen who is suitable, taking into consideration the nature of the matter and the place of residence of the insuree, and who is

- a lawyer (a member of the Swedish Bar Association) or a person with legal training employed by a lawyer, or
- a person who, after an examination by the Legal Protection Board of the Swedish Insurance Companies, can be found suitable for the task of representing the insuree

In the case of a dispute abroad, the insuree must appoint the representative decided upon by the insurer.

The insurer has the right to demand an arbitration, at the Swedish Bar Association or a corresponding foreign association, regarding the reasonableness of the lawyer's fees and other costs in the case.

##### H.5.3 Fraudulent information

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the dispute, the compensation can be reduced or completely withdrawn.

##### H.5.4 Gross negligence and intent

The insurer is not liable towards the insuree for any injury which he/she has caused through gross negligence or has in any part caused with intent.

##### H.5.5 Reclaim

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to claim compensation from the person responsible for the injury.

A reclaim against a private person may be presented only if

- he/she has caused the injury with intent or through gross negligence
- the injury is connected with his/her employment

### Liability protection - personal liability

#### I.1 What the insurance is valid for

The insurance is valid for the insuree as a private person for a repayable injury which has occurred during a business trip. The liability protection applies when a person who is not covered by the same insurance as the insuree claims that the insuree shall pay damages for personal injury or material damage which the insuree has caused another person during the insurance period. The liability for damages is judged in accordance with the general regulations governing the law of tort.

#### I.2 Insurance sum

On each claim occasion, the insurer will compensate with not more than 200 basic units. This applies even if several of the insurees are liable to pay damages, or if the injuries have arisen for the same reason and on the same occasion.

#### I.3 Commitments

In the case of claims for damages which are covered by the insurance, the insurer undertakes towards the insuree to

- investigate whether there is a liability to pay damages
- negotiate with the person who claims damages
- conduct the action of the insuree in a trial or arbitration proceeding and thereby pay the litigation or arbitration costs which the insuree is caused or is sentenced to pay and which he/she cannot receive from an adversary.
- pay the damages which the insuree is obliged to pay in accordance with the applicable law of damages.

### 1.3.1 Limitation

Damage to a hotel room or other rented accommodation away from home and to the inventory therein is compensated for only to the extent that the damage cannot be repaid through another insurance. Compensation is never paid for damage due to wear or negligence

### 1.4 Exceptions

The liability protection is not valid

- if the insuree was influenced by alcohol, sleeping-drugs or narcotic drugs, and if the insuree cannot show that there is no connection between this influence and the injury
- for a liability to another person for which the insuree has to some extent undertaken to be responsible, over and above the applicable law of damages.
- for an injury inflicted on someone for whom the insurance is valid
- for an injury which the insuree has inflicted on a close relative
- for damage to property which the insuree has leased, borrowed, worked upon, repaired or had anything to do with other than temporarily (with respect to rented accommodation, see 1.3.1)
- for damage for which the insuree can be held responsible as the owner of real estate or an apartment or as the holder of a site leasehold right
- for an injury which has arisen in connection with the fact that the insuree or someone else to for whom the insurance applies has carried out an intentional act which is punishable according to Swedish law
- for an injury for which the insuree can be held responsible as the owner, user or driver of
  - a) a motor-driven vehicle if the injury has arisen as a result of traffic with the vehicle.
  - b) a motor-driven vehicle which is not intended to be driven by a pedestrian, if the injury has arisen as a result of traffic with the vehicle
  - c) a steamship, motorboat or sailing boat, hovercraft or hydrocopter with an engine performance exceeding 10.0 HP (7.36 kW), or a sail area exceeding 10 square metres (in the use of a motorboat or sailing boat not referred to here, the insurance is valid in the case of a personal injury)
  - d) an aircraft, balloon, paraglider, wind-glider, hang-glider or similar craft
- for damage to property which is not a consequence of a repayable personal injury or material damage according to these regulations
- for an injury which the insuree has caused in connection with the performance of professional or official duties or other employment
- for an injury or damage for which the insuree has undertaken to be responsible over and above the applicable law of damages
- for costs caused by the fact that a public means of transport has had to change its route due to the injury of the insuree

### 1.5 Claim settlement regulations

### 1.5.1 Measures in the case of damage

Damage which is expected to lead to a claim for damages shall be reported to the insurer as soon as possible. A claim for damages directed towards the insuree shall be forwarded to the insurer immediately after the insuree has received it.

If the claim for damages has not been presented to the insurer within six months after the insuree has received it, the insurer shall be free from any liability to pay.

In addition the insuree shall

- at the request of the insurer, submit the information and documents which the insurer needs to regulate the claim
- notify the insurer if another insurance is valid for the same claim.

### 1.5.2 Rescue obligation

The insuree shall

- to the best of his/her ability, immediately avert any damage which can be feared to occur
- to the best of his/her ability, limit the damage which has already occurred
- take care of and protect damaged property as soon as possible
- cooperate to preserving any right of recourse against a third party
- follow the regulations which the insurer announces

If the insuree intentionally or through gross negligence has failed to observe his/her rescue obligation and if it can be assumed that this has led to harm for the insurer, the insurer is entitled to make a reasonable deduction from the compensation amount which would otherwise have been granted, or to complete exemption from any liability to pay.

### 1.5.2.1 Costs

If the insuree has had any costs for limiting imminent or actual damage which may lead to a liability to pay damages covered by the insurance, compensation shall be granted if the measures have been reasonable taking into consideration the circumstances.

### 1.5.3 Amicable settlement

If the insurer so requests, the insuree is obliged to cooperate in an amicable settlement with the injured party. If the insurer has declared that it is willing to reach an amicable settlement with the person who claims damages, the insurer is free from any obligation to compensate for costs or damages which arise thereafter or to undertake any further investigation.

If the insuree without the insurer's permission admits a liability to pay damages, approves a compensation claim or pays compensation, this shall not be binding for the insurer, unless the claim is obviously legally founded.

### 1.5.4 Police investigation and trial

If the insuree, in a matter which may concern the insurance, has been summoned to an examination in the presence of the police or other authority, or if he/she has been summoned to a court of law, he/she shall immediately inform the insurer of this.

A judgment will not otherwise be binding for the insurer. The insurer has the right, after consultation with the insuree, to appoint an attorney and give him/her the necessary directions and instructions for the trial. .

#### **I.5.5 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the dispute, the compensation can be reduced or completely withdrawn

#### **I.5.6 Gross negligence and intent**

The insurer is not liable towards the insuree for any damage which he/she has caused through gross negligence or has in any part caused with intent.

#### **I.5.7 Reclaim**

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to claim compensation from the person responsible for the damage.

A reclaim against a private person may be presented only if

- he/she has caused the damage with intent or through gross negligence or
- if the damage is connected with his/her employment.

## **J**

### **Baggage protection**

#### **J.1 What the insurance is valid for**

Compensation shall be paid for the loss of or damage to baggage and documents of value caused through theft or a sudden unpredicted incident. For theft-prone property, special care and attention are required, see J.1.2.

The care and attention requirements and exceptions which apply for theft-prone property are applicable only if the total value of the theft-prone property has been lost or if the damage amounts to more than SEK 1 000.

#### **J.1.1 Limitation**

The insurance applies only to property which has been taken on the trip for the purpose of the trip. If the property belongs to the employer, compensation shall be paid only to the extent that compensation is not provided by some other insurance or agreement.

#### **J.1.2 Care and attention obligations**

Theft-prone or particularly valuable property and documents of value shall be handled in such a way that damage is as far as possible prevented.

Of importance is whether the property is theft-prone, easily damaged, particularly valuable or of such a character that it appears natural to have it under special surveillance, whether the property has been placed in an easily accessible position for a thief or whether the property has been exposed to unauthorized persons.

Forgetfulness means that the care and attention requirements have not been fulfilled and this may mean a reduced compensation or no compensation at all, see below.

The care and attention obligations usually also mean that

- temporary accommodation must not be left unlocked or with an open window. Temporary accommodation includes e.g. an apartment, hotel room, passenger cabin and the like.
- money, documents of value and theft-prone property must be locked inside a suitcase, cupboard or the like when the insuree leaves the temporary accommodation.
- theft-prone property must not be left in a motor-vehicle or kept in luggage which is transported by another person, which has been checked in or registered and which has thus been left outside the supervision of the insuree.

#### **J.1.3 Reduction**

If the care and attention obligation has not been fulfilled, the compensation can be reduced.

Normally, the reduction is 50%. In the case of a serious or repeated neglect, the compensation can be completely withdrawn (reduced to zero). If the negligence has been minor, there is usually no reduction.

If the care and attention obligation is not fulfilled for property which is kept in temporary accommodation, which is kept in a motor-vehicle or which is kept in luggage which has been checked in, is transported by somebody else or has been registered, the reduction is at least 50%.

#### **J.2 Insurance sum**

The highest compensation amount is shown by the insurance policy

#### **J.3 Exceptions**

Compensation is not granted for a claim if the insuree has the right to compensation from some other source according to the law, a statute, agreement, guarantee or similar undertaking.

#### **J.3.1 Property for which the insurance is not valid**

- animals
- removal goods
- articles intended for sale or processing, sample collections, trade samples or the like
- motor-vehicle, caravan or other trailer
- boat, ship or other water-craft
- aeroplane or other aircraft

Nor is the insurance valid for components or equipment for the above-mentioned vehicles and craft

#### **J.3.2 Events for which the insurance is not valid**

- superficial damage, such as dents, scratches or the like which have no essential influence on the usefulness
- money and documents of value which
  - have been forgotten, even if they have subsequently been stolen
  - left in a motor vehicle
  - handed in for transport or registration, or have been taken care of by somebody else outside the supervision of the insuree.

- theft-prone property which has been left in a motor-driven vehicle during night parking (Night parking refers to the period between 20.00 pm and 08.00 am )

#### **J.4 Claim settlement regulations**

##### **J.4.1 Measures in the case of damage**

The damage and the claim for compensation shall be reported to the insurer as soon as possible, but not later than six months after the damage occurred. The damage report shall be signed by the employer, and the insuree is obliged

- to submit a specified claim for compensation
- at the request of the insurer, to submit information and supply verifications, evidence and other documents which the insurer needs to regulate the claim
- if another insurance is applicable to for the same claim, to report this.

In the case of a theft, burglary, loss or robbery, the insuree shall make a report to the police at the place of the damage. In the case of damage which has occurred at a hotel or during transport with a public means of transport, the damage shall also be reported to the hotel or the transport company.

##### **J.4.2 Rescue obligation**

The insuree shall, to the best of his/her ability, take steps to avert any damage which can be feared to be immediately imminent and/or limit the damage which has already occurred. The insurer shall reimburse the insuree for reasonable costs for any measure which the insurer has prescribed or which is otherwise reasonable taking into consideration the circumstances.

If the insuree, intentionally or through gross negligence, does not fulfil his/her rescue obligation and if it can be assumed that this has led to harm for the insurer, the insurer is entitled to a reasonable deduction from the compensation sum which would otherwise have been granted, or to complete exemption from any liability to pay.

##### **J.4.3 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the damage, the compensation can be reduced or completely withdrawn.

##### **J.4.4 Gross negligence and intent**

The insurer is not liable towards the insuree for any damage which he/she has caused through gross negligence or has in any part caused with intent.

##### **J.4.5 Reclaim**

To the extent that the insurer has paid compensation, the insurer shall take over the right of the insuree to claim compensation from the person responsible for the damage.

A reclaim against a private person may only be presented if

- he/she has caused the damage with intent or through gross negligence
- the damage is connected with his/her employment.

#### **J.4.6 Damage assessment**

Damage to property is assessed according to each assessment group below. The assessment takes place at market value, i.e. how much it costs in the public market to purchase equivalent property.

##### **J.4.6.1 Assessment group 1, Books, antiques etc**

This group includes

- books
- antiques and works of art
- coins, banknotes and postage stamps
- objects from assessment groups 2 and 3 which are included in collections or have a general value to a collector

Damage is assessed at what it costs in the public market to buy an equivalent item in the condition which it was in at the time of the damage. If there is no equivalent item to be purchased in a second-hand state, the property is assessed at what the item would probably have cost if it had existed. Collections are assessed as a whole.

##### **J.4.6.2 Assessment group 2, Photographs etc**

This group includes

- drawings, archival documents and data media
- photographs
- disc and tape recordings
- objects which the insuree has made himself/herself for his/her own personal use

Damage is assessed at the market value if such exists, and otherwise at the replacement cost for the raw material.

##### **J.4.6.3 Assessment group 3, Other property**

Damaged property is assessed at what it costs to buy a new object of the same kind and in the same condition as the damaged object was in at the time of damage, hereinafter called "the value on the day".

The value on the day is the value of the object, after a deduction has been made from the cost for a new object to account for a decrease in value due to age, wear, out-of-date design, reduced usefulness and other circumstances. This can mean a considerable write-down with respect to e.g. computers, data equipment, cameras and mobile telephones.

If the depreciation is less than 1/3 of the price for a new equivalent object, and if the insuree replaces the object within six months of the insurer's notification, compensation is granted with the new price.

If the insuree has the right to the new price compensation but chooses not to replace the property, compensation is granted with 70% of the new price.

Expendable materials, such as toilet requisites, are never compensated with more than 50% of the replacement value.

##### **J.4.6.4 Documents of value**

Cheques, bankbooks, credit cards and the like are compensated for only with the verified cost which may arise to block the account concerned. If an unauthorized person uses the account and this leads to an economic loss for the insuree, this cost is not covered by the insurance.

#### J.4.7

##### **Joint claim settlement regulations**

Damage is assessed on the basis of the price situation at the earliest time at which the insuree can determine his/her claim for compensation, but not later than two months from the date of the damage. Assessment takes place without any consideration to sentimental value.

The insurer has the right to inspect the damage, and to determine the kind of compensation and to decide where any purchase or repair shall be carried out. If damaged property can be repaired, the damage is assessed at the repair cost which seems reasonable, but not higher than the value according to the regulations above. If the insuree does not observe the instructions given by the insurer, the insurer's responsibility is limited to the costs which would have arisen if the instructions had been followed.

If property is not replaced, the damage is assessed at the economic value, i.e. what the insurer would have received if he/she had sold the property.

Property which has been replaced belongs to the insurer, and if the replaced object is found, the insuree shall immediately hand this over to the insurer. If the insuree prefers to keep the object, he/she shall repay the compensation received.

#### J.4.8

##### **Assessment of damage by arbitration**

In the case of a dispute regarding the value of the property, the assessment shall, at the request of either party, be referred to a decision through arbitration. The Arbitration Act shall be applied.

## K

### **Excess protection**

#### K.1

##### **What the insurance is valid for**

#### K.1.1

##### **For damage which is covered by Swedish home insurance or residence policy**

If, during a business trip, a sudden unpredicted damage occurs in the insuree's uninhabited permanent residence in Scandinavia and if the damage exceeds the applicable excess, compensation shall be granted corresponding to the excess in the home insurance or residence policy of the insuree. Compensation shall be granted in a sum not exceeding 0.3 basic units.

A precondition for compensation to be granted is that the damaged property is fully insured and that the damage which has occurred is regulated in accordance with the valid home insurance or residence policy conditions.

#### K.1.1.1

##### **Exceptions**

The insurance does not provide compensation for any damage to or in a secondary space associated with the permanent residence.

#### K.1.2

##### **For damage which is covered by Swedish vehicle insurance**

If, during a business trip, sudden unpredicted damage occurs to the insuree's private car in Scandinavia and if the damage exceeds the applicable excess, compensation is granted corresponding

to the excess in the motor vehicle insurance of the insuree. However, a precondition is that the car has not been used by another person for their purposes during the travel period. Compensation shall be granted in a sum not exceeding 0.3 basic units.

A precondition for compensation to be granted is that the car is fully insured and that the occurred damage is regulated in accordance with the currently valid motor vehicle insurance regulations.

#### K.1.2.1

##### **Limitation**

The insurance is not valid for

- any damage which is covered by the car's legal protection insurance
- interruption compensation
- bonus loss
- compensation for loss of use or for the cost of a hire car

#### K.2

##### **Joint claim settlement regulations**

#### K.2.1

##### **Measures in the case of damage**

The damage and claim for compensation shall be reported to the insurer as soon as possible after the damage has arisen, but not later than six months after the damage occurred. The damage report shall be signed by the employer and the insuree shall, at the request of the insurer, submit information and supply verifications, evidence and other documents which the insurer needs to regulate the claim. In addition, the insuree should be able to confirm that the damage occurred during the time when the insuree was on a business trip.

#### K.2.2

##### **Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the damage, the compensation can be reduced or completely withdrawn.

## L

### **Compensation for delay**

#### L.1

##### **Baggage delay**

If, due to circumstances over which the insuree has no control, there is a delay with the baggage which the insuree has handed over to a transport company for transport to a destination outside the home district or the place of work, compensation shall be granted for verified costs of purchases which are considered to be necessary and reasonable. The purchases shall be made in direct connection with the delay and before the baggage has been recovered.

#### L.1.1

##### **Limitation**

Compensation shall not be granted for any baggage delay which arises during a trip which shall be regarded as a started return trip unless a new business trip is to be undertaken within 48 hours. If compensation has been granted in accordance with this item at the same time as compensation shall be granted according to item J, that part of the compensation for delay which has been paid shall be deducted.

### L.1.2 Insurance amount

In the event of a baggage delay, the compensation granted shall not exceed 0.08 basic units. If the baggage has not been recovered within 48 hours, a further sum not exceeding 0.08 basic units can be granted.

### L.1.3 Exceptions

Compensation shall not be granted if the delay has arisen as a consequence of a strike, lockout, other trade-union measure or the intervention of an authority.

### L.2 Delay of a means of public transport

Compensation is granted for any personal delay which has lasted for 4 hours or more, calculated from the regular time of departure, if this delay is due to the fact that the traffic company responsible for the transport cancels or postpones the planned departure as a consequence of.

- a technical error
- inclement weather or natural disaster
- the intervention of an authority
- the intervention of another person through illegal duress (e.g. skyjacking)
- overbooking or refusal of a place on a booked flight

Compensation shall be granted for necessary and reasonable costs during the time of the delay, e.g. costs for food, drink and lodging. The purchases shall be made in the place where the delay has arisen.

### L.2.1 Limitation

If the traveller has booked a trip with an interruption at an intermediate destination for a change in the means of transport, and is delayed due to circumstances over which he/she has no control and therefore does not arrive at the time fixed for the next transport, compensation for additional costs can be granted on condition that the arrival of the mode of transport to the intermediate destination has been delayed by more than two hours and that the traveller, on arrival with the delayed mode of transport, has been informed that the next time of departure has been fixed at more than 4 hours after the delayed arrival

### L.2.2 Insurance sum

In the event of a claim, compensation shall be granted in an amount not exceeding 0.05 basic units.

### L.2.3 Exceptions

Compensation shall not be granted if the delay has arisen as a consequence of a strike, lockout or other trade-union measure.

### L.3 Start-of-journey protection

If the insuree does not arrive in time at the point of departure in Scandinavia from which the trip abroad shall begin or at the point of departure for the return journey at the destination, compensation can be granted for the extra costs which may arise for the insuree in order to connect with the trip. However, a precondition is that the insuree has begun the connecting journey in such good time

that the insuree would have been at the point of departure of the outward journey or of the return journey in good time before the departure and that the delay is due to

- a sudden weather change
- a technical error on a public means of transport
- a technical error on the private car in which the insuree has travelled to the place of departure, and the error is of a kind which requires a towing of the vehicle
- the fact that the insuree has been involved in a traffic accident and the delay has arisen because the accident must be investigated on site, or that somebody who has travelled in the private car together with the insuree has been injured in a way which requires a visit to the hospital
- an unexpected traffic obstacle on the direct route to the point of departure

If a connection to the outward journey should prove to be impossible as a result of the delay, compensation shall instead be granted in a sum which corresponds to the price of the trip abroad on condition that compensation cannot be obtained from the transport company.

### L.3.1 Insurance amount

The compensation sum payable on each claim occasion shall not exceed 0.4 basic units.

### L.4 Joint claim settlement regulations

#### L.4.1 Measures in the event of a claim

The damage and claim for compensation shall be reported to the insurer immediately but not later than within six months after the damage has arisen. The claim report shall be signed by the employer and the insuree is obliged

- at the request of the insurer, to submit information and supply verifications, evidence and other documents which the insurer needs to regulate the claim
- to submit information relating to any other insurance which is valid for the same claim

For both a baggage delay and a delay in a means of public transportation, the claim report shall also be accompanied by

- a specification of the claim for compensation
- original receipts of the purchases made
- an original certificate from the transport company confirming the delay and the length of the delay
- tickets

For start-of-journey protection, the claim report shall also be accompanied by

- the original tickets
- the original travel invoice

#### L.4.2 Fraudulent information

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the damage, the compensation can be reduced or can be completely withdrawn.

#### L.4.3 **Gross negligence and intent**

The insurer is not liable towards the insuree for any damage which he/she has caused through gross negligence or has in any part caused with intent.

#### L.4.4 **Reclaim**

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to claim compensation from the person responsible for the damage.

A reclaim against a private person may only be presented if

- he/she has caused the damage with intent or through gross negligence
- the damage is connected with his/her employment

## M

### Sports conditions

#### M.1 **Renting of sporting equipment**

Compensation can be granted for the necessary renting costs for new or used sporting equipment at the place of the stay if the insuree's own sporting equipment

- has been delayed by more than 12 hours during transport to the destination
- has been damaged during the transport so that it is no longer usable. .

#### M.1.1 **Exceptions**

Compensation is not granted if the delay during transport has arisen as a consequence of a strike, lockout, other trade-union measure or the intervention of an authority.

#### M.2 **Interruption of trip**

#### M.2.1 **Repayment of unused travel expense or substitute trip**

If the insuree cannot take part in the planned sporting activity due to an illness or accident which has occurred to the insuree or an accompanying traveller who is covered by an equivalent employment or travel insurance taken out with the insurer, compensation can be granted for unused travel expenses corresponding to the number of days which have thereby been lost. If the number of days exceeds half of the number planned, a new trip can be granted, instead of repayment of unused travel expenses, at the same price as the interrupted trip and with the same organiser.

An illness or accident shall be supported by an original medical certificate issued by the attending qualified doctor at the place of the stay. Further, the certificate shall certify that the sporting activity planned cannot be practised due to illness or accident.

#### M.2.1.1 **How the compensation for unused travel expense is calculated**

The insuree shall receive compensation in a sum corresponding to the average daily cost of the trip for each unused day of the trip. Travel expenses refer to the actual costs paid for travel and lodging before the date of departure. In the case of travel with one's own car, compensation shall be granted

for the shortest route, calculated from the beginning of the trip to the place where the trip is interrupted and back. Compensation shall be granted in accordance with the National Swedish Tax Board's standards for tax-free compensation. Compensation shall be paid for not more than 10 000 km and shall be calculated per car.

#### M.2.1.2 **How compensation is granted for a substitute trip**

A substitute trip is granted in the form of a new arrangement. The substitute trip is based on the price of the interrupted trip including any addition for bathroom, single room and the like. On the other hand, compensation is not provided for any additions, excursions or other services.

The offer of a substitute trip is valid for at least one year from the date of the damage or injury and only for a trip which is not longer than 45 days. The substitute trip is personal and is not transferable.

#### M.3 **Claim settlement regulations**

#### M.3.1 **Measures in the case of a claim**

Any claim shall be reported to the insurer immediately but not later than within three years from the date of the injury. To ensure a correct compensation of different kinds, the person who has claims towards the insurer shall

- submit a specified claim for compensation
- submit original verifications of repayable costs
- at the request of the insurer, submit information and supply evidence, medical certificates and other documents which the insurer needs to regulate the claim.
- notify the insurer if another insurance is valid for the same claim

In each separate claim matter, the insurer has the right to consult its doctor for an assessment of whether there is a right to compensation.

In the case of a delay of, theft of or damage to sporting equipment, the claim report shall be accompanied by

- an original certificate from the transport company about the damage or
- a report of the theft made to the police at the place of stay or
- an original certificate from a tour conductor, lift manager, golf host or corresponding unbiased person who certifies that the sporting equipment has been destroyed during use.

## N

### General terms of agreement

#### N.1 **The insurance period and renewal of the insurance agreement**

The insurance period is counted from 00.00 hours on the opening date and lasts for one year unless otherwise indicated in the insurance policy. However, if the insurance is taken out on the opening date, the insurance period shall commence at the time when the insurance agreement is entered into. At the end of the insurance period, the insurance is renewed, when the insuree pays the premium

of which he is informed by the insurer informs him through a despatched notice. If the new insurance involves a higher premium or changed conditions, the insurer shall report this not later than when the premium payment notice is despatched.

If the insurer has any reason not to renew the insurance, the insuree shall be informed of this not later than one month before the end of the insurance period. If the message is sent later, the insurance shall be extended with as many days as the message is delayed.

## **N.2 The right to cancel the insurance during the insurance period**

In the case of a delay in the payment of the premium, the insurer has the right to cancel the insurance, to take effect three days after the cancellation.

**N.2.2** If the risk of damage increases as indicated under item N.5.2 in the general agreement regulations, the insurer has the right to cancel the insurance, which will end 14 days after the cancellation or if the insurer so judges, to charge a higher premium.

**N.2.3** If the insuree does not allow the insurer to inspect the insured property, the insurer has the right to cancel the insurance, which will end 14 days after the date of cancellation.

**N.2.4** In the event of a claim, both the insuree and the insurer have the right to cancel the insurance, which will end 14 days after the date of cancellation.

**N.2.5** The insuree has the right to cancel the insurance if the insurance requirement completely or to a large extent disappears or ceases to exist.

## **N.3 Payment of premium**

The insurance is valid for the agreed period when the premium has been paid. If payment is made on the basis of an invoice or some other form of credit payment, payment is accepted for the insurance in accordance with the payment respite indicated on the invoice or credit, even if the payment of the insurance premium as a result thereof does not take place until after the insurance period has started. If there is any doubt in a claims settlement as to whether an insurance has been granted or not, it is always the responsibility of the traveller by showing an insurance policy or similar document to show that an insurance has been granted, and that the insurance protection has been valid at the time of the damage.

### **N.3.1 The first premium**

The premium shall be paid in advance. The insurer's responsibility begins at the beginning of the insurance period, even if the premium has not yet been paid, provided always that the premium is paid within 14 days after the insurer has sent the premium notice/invoice.

If the premium is not paid within 14 days after the premium notice/invoice has been sent, this constitutes a delay in the payment of the premium. If the premium is paid later, but before the insurance has been cancelled, the insurer's responsibility begins on the day after payment has been made.

## **N.3.2 Renewal premium**

The premium for a renewed insurance shall be paid not later than on the opening date. However, the premium need not be paid earlier than 30 days after the insurer has sent out the premium notice.

The insurance is renewed even if the premium is paid later, but only on condition that the payment is made within 30 days from the latest due date for payment according to the previous section. In this case, the insurer's responsibility does not begin until the day after payment has been made.

## **N.3.3 Additional premium during the insurance period**

If the additional premium as a whole is caused by an expansion of the insurance, that which has been said about the first premium also applies for the additional premium (see M.3.1).

If, in other cases, the additional premium is not paid within 14 days after the insurer has sent the premium notice, the insurer's responsibility is limited to that which corresponds to the paid premium.

## **N.4 The right to a repayment of the premium if the insurance is cancelled prematurely**

If the insurance ceases to be valid after cancellation by the insuree, the insurer shall repay the amount which corresponds to the reduction of the premium which would have been made if it has been known from the beginning that the insurance would be valid for the shorter period.

If the insurance ceases to be valid after cancellation by the insurer, the insurer shall repay the unused part of the premium.

If a claim is made during the insurance period, the unused part of the premium shall not be repayable.

## **N.5 Information duty and increased risk**

### **N.5.1 Incorrect or incomplete information**

The premium and insurance terms are based on the information which was submitted when the insurance was taken out or renewed. If the insuree has submitted information which he has realized or should have realized was incorrect or incomplete, and if this has led to too low a premium or to too favourable conditions, the insurer's responsibility is limited to that which corresponds to a paid premium and the conditions which should really have applied. If the insurer would have refused to provide insurance with full knowledge of the correct conditions, no compensation shall be paid if a claim arises.

### **N.5.2 Changed conditions**

If the conditions which provide the basis for the insurance are changed and if the change means that there is an increased risk of damage, the insuree shall notify the insurer of this. If the change would have meant a higher premium or changed conditions, and if the insuree without good reason has omitted to notify the insurer of the change, the responsibility is limited in the same way as is indicated in the previous section.

**N.6 Regulation of claims****N.6.1 Report**

Any claim shall be submitted to the insurer without delay and not later than within six months from the date of the damage. The damage report shall be signed by the employer and the person who claims compensation. In addition, the person who claims compensation shall submit a specified claim for compensation and notify the insurer if any other insurance is valid for the same claim.

**N.7 Fraudulent information**

If the insuree fraudulently states, denies or conceals anything of importance for the assessment of the damage, the compensation can be reduced or completely withdrawn.

**N.8 Gross negligence and intent**

The insurer is not liable towards the insuree for any damage which he/she has caused through gross negligence or has in any part caused with intent.

**N.9 Reclaim**

To the extent that the insurer has paid compensation, the insurer takes over the right of the insuree to claim compensation from the person responsible for the damage. A reclaim against a private person may only be presented if

- he/she has caused the damage with intent or through gross negligence
- the damage is connected with his/her employment.

**N.10 War**

The insurance does not cover any damage, the origin and extent of which, directly or indirectly, is caused by or is connected with war, a war-like event, terror, terrorist attack, civil war, revolution, rebellion or riot. If a damage due to war or the other disturbances mentioned here has occurred outside Scandinavia, the insurance is valid except for the Assault protection item if the damage has occurred within one month calculated from the outbreak of the disturbances and if the insuree was staying in the area at the time of the outbreak. Another condition is that the insuree shall not have participated in the events or have been concerned with them as a reporter, observer or the like.

**N.11 Atomic nuclear process**

The insurance does not cover damage, the origin and extent of which is connected with an atomic nuclear process, e.g. nuclear fission, nuclear fusion or radioactive disintegration.

**N.12 Double insurance**

If an interest covered by this insurance is also insured through another insurance and if there is there a reservation regarding double insurance, the same reservation shall apply for both insurances. The responsibility is then divided between the insurances in the way indicated in §43 in the Insurance Contracts Act.

If the insuree is covered by some other insurance issued by the insurer, compensation is granted, for item C in these conditions (Disability allowance and death benefit) from only one of the issued

insurances. In a competition between several insurances issued by the insurer, the insurance which contains the highest compensation amount shall apply for these compensation moments.

**N.13 Force majeure**

The insurer is not responsible for any loss which may arise if an investigation of a claim, payment of compensation or reconditioning of damaged property is delayed due to war, a war-like event, civil war, revolution or rebellion or due to an industrial conflict, confiscation or nationalization, requisition, destruction of or damage to property through an order from the Government or an authority.

**N.14 Limitation**

If the insuree omits to present a claim for compensation to the insurer within six months from the date when he/she has received knowledge of his/her possibility of receiving compensation, no compensation shall be granted.

A person who is not satisfied with the insurer's decision regarding compensation will lose his/her right, if he/she does not commence an action against the insurer within three years from the date when he/she was informed that the claim could be made, and at least within ten years from the earliest date when the claim could be made.

The insurer may not however reject the claim for such a reason, if it is presented before the time indicated in the first paragraph and if the insuree commences an action in a court of law regarding the claim within six months from when he/she was informed of the insurer's standpoint.

**N.15 Relevant law**

Swedish law applies to this insurance. The most important regulations for this insurance can be found in the Act (FAL) relating to insurance contracts and are valid in applicable parts. Any dispute about this insurance agreement shall be dealt with in a Swedish court of law, with the application of Swedish law.

**Definitions****Public means of transport**

travel by e.g. rail, air, bus or boat in scheduled traffic or in a taxi, i.e. means of transport intended for use in passenger traffic by the public.

**Basic unit**

an amount which has been determined in accordance with the National Insurance Act and which is valid for the month of January in the year in which the damage or injury occurred. In the case of disability, however, the compensation is determined by the basic unit which applies when the compensation is paid.

**Secondary space**

a basement office, lumber room, garage, out-house or similar storage spaces associated with the residence.

**Insuree**

an employee at the employer/ insuree company who undertakes a business trip. An employee is a person who regularly works for his/her employer for an agreed salary.

**Insurance sum**

the maximum compensation which can be paid for each separate claim incident and which is indicated in these insurance regulations or in the valid insurance policy.

**Disability**

a medical or employment disability which may be the consequence of an accident.

**Kidnapping**

A situation where a person seizes and carries away another person or locks another person up with the intent to harm his/her life or health or to force him/her into some service or to carry out black-mail.

**Emergency service centre**

Nordic Assistance is a relief organization with emergency service centres in Stockholm and Copenhagen. If emergency treatment is needed, a payment guarantee can be made to a doctor and hospital. Home transport to the native country for medical reasons can also be arranged.

**Documents of value**

coins, banknotes, credit cards, bankbooks, shares, bonds, promissory notes or the like and travel documents, e.g. petrol and restaurant vouchers, tickets, passports, lift tickets and traveller's cheques.

**Assault**

injury caused by intentional unprovoked physical violence to an insuree.

**Close relative**

a husband/wife/common-law partner/registered partner, child, sibling, parent, grandchild, paternal and maternal grandparents, parents-in-law, brother-in-law and sister-in-law, or some other person together with whom the insuree is living as a spouse, or a person who has the care of a relative within the family of the insuree.

**Accident**

physical injury to which the insuree is subjected involuntarily through a sudden external event.

**Baggage**

property which belongs to the insuree or the employer or which has been rented or borrowed, and which is intended for the personal use of the insuree during the trip.

**Travelling time**

the period of time for which the business travel insurance has been taken out.

**Partner**

a person together with whom the insuree lives under marriage-like conditions and who is registered at the same address. In order to be regarded as a partner, it is required that neither of the parties is married to or has a registered partnership with any person other than the person together with whom the insuree is living.

**Illness**

a sudden, bodily and sickly change which is not of a chronic nature and to which the insuree is subjected during the travelling time.

**Theft-prone property**

property which is completely or partly covered by precious metals, real pearls and precious stones, antiques, works of art, genuine carpets, clocks, hanging clocks and wristwatches, fur coats and furs and thereto intended prepared and unprepared skins, computers and accessories to computers (e.g. tapes, cassettes, disks, diskettes and software), cameras, projectors, overhead-apparatuses, binoculars, musical instruments, tape recorders and record players, amplifiers, speaker systems, video, radio and TV apparatuses, mobile telephones and telephones, beepers, telefaxes, pocket calculators, clock memories and similar equipment and accessories to the listed objects (e.g. tapes, cassettes and records), wines and spirits, documents of value, weapons and accessories to weapons.

**Business trip**

trip or task which is carried on outside the regular or temporary place of work, which is undertaken by order of the employer or client during the period of contract and which is intended to last for not more than one year. A business trip is considered to have begun when the insuree leaves his/her place of work, residence or temporary place of residence and ends when he/she returns to one of these places. A journey between the residence and place of work of the insuree does not count as a business trip. Nor do assignments and the performance of official duties where damages, if any, shall in the first place be covered by the occupational injuries insurance.