TRAVEL INSURANCE

Terms and conditions 1 January 2017

KAMMARKOLLEGIET
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1 Scope, definitions and deductibles

1.1 Who does the insurance cover?
This insurance can be taken out by a government authority that wishes to provide travel insurance for a journey not covered by its business travel insurance.

The authority's order must include the name and personal identification number of the person being insured, as well as information on the destination, the term of insurance and the authority's invoicing address. The authority will receive a certificate of insurance and an invoice for the premium calculated on the number of insured 24-hour periods.

Travel insurance cannot be taken out for the individual’s private travel.

1.2 Where is the insurance valid?
The insurance is valid throughout the world during the term of insurance. This includes areas the Ministry for Foreign Affairs advises against travel to.

1.3 Definitions
The authority
The "authority" is the authority that has taken out the insurance.

The traveller
The "traveller" is the person covered by the insurance.

Cohabitant
The term "cohabitant" carries the same definition as in the Cohabitees Act (2003:376)

Base Amount
The "base amount" is the price base amount as defined in Chapter 2, Section 7 of the Social Insurance Code.
Accident

An "accident" is a bodily injury caused by a sudden and unintentional occurrence involving external force against the body. Damage caused by overloading or wear is not considered an accident. The same applies to heart attacks, strokes and similar, as well as diseases caused by bacteria, viruses or other contagion, unless these have arisen in connection with a sudden and unintentional occurrence involving external force against the body.

The term also includes disease or injury caused by biological or chemical substance, if it is likely that someone wilfully spread the biological or chemical substance with the intention of infecting or injuring persons. If the disease or injury is not discovered until after the term of insurance has expired, a medical expert opinion shall form the basis of the standpoint on the matter of whether the disease or injury shall be assumed to have befallen the traveller during the term of insurance.

Family member

The term "family member" refers to:

- Spouse
- Registered partner
- Cohabitant registered at the same address as the traveller
- Child(ren)
- Grandchild(ren)
- Siblings
- Parents
- Grandparents
- Parents-in-law*
- Daughter and son-in-law**

* Stepmother and stepfather***

* Parents of the spouse, registered partner or cohabitant as referred to above.
** Children's spouse or registered partner or cohabitant as referred to above.
***Parent's spouse, registered partner or cohabitant as referred to above.
The term "close family" (section 2.2) refers to spouse, registered partner, cohabitant and child. Where the insured person does not have these relatives, parents are considered close family.

1.4 Deductibles
No deductibles shall apply to this insurance.

2 Insurance cover

2.1 Disability and Death Benefits
In the event of an accident which leads to medical disability, disability benefits relative to the degree of medical disability are disbursed. Where medical disability is assessed to be one hundred per cent, the benefits are equal to 22 base amounts. For calculation, the base amount for the year in which the disability is established is used. The amount is paid out as soon as the definitive degree of disability can be established. If this cannot be achieved within one year of the accident, a preliminary amount relative to the lowest degree of disability the accident is deemed to have caused shall be paid. The final settlement is then performed as soon as the definitive degree of disability has been established. If this cannot be achieved within three years of the accident, a final settlement is performed in accordance with the definitive degree of disability as assessed at that time. No reclamation is made of preliminary amounts disbursed which exceed this.

No compensation is paid for scarring.

If an accident leads to death within three years, death benefits are paid out. If the traveller has not drawn up a special beneficiary clause for the insurance, the beneficiaries shall be the spouse, registered partner or cohabitant and child or - if the insured person does not have these relatives - legal heirs. If one of the beneficiaries is a spouse, registered partner or cohabitant or if at least one of the beneficiaries is the traveller's child and under twenty years of age, the amount is 11 base amounts. If the surviving dependants include both spouse/registered partner/cohabitant and child under 20, the amount is 22 base amounts.

In all other cases, the amount is 6 base amounts.

Calculations are performed using the base amount applicable in the year of the insured person's death. Any disability benefit payments are deducted from the death benefits. If the spouse/registered partner/cohabitant and child are beneficiaries, half
of the insurance amount shall accrue to the spouse, the registered partner or the cohabitant and the remainder to the traveller's direct heirs. If a divorce or termination of registered partnership case was underway at the time of the death, the spouse/registered partner is not considered a beneficiary.

If the person who in their position as traveller may be covered by the insurance wishes to designate beneficiaries other than those mentioned above, a special beneficiary clause must be drawn up. The aforementioned amounts, which vary depending on the relation to the surviving dependant, can be distributed as per the traveller's instructions in the beneficiary clause.

The form for this is provided by Kammarkollegiet. Once a clause is drawn up, it must be promptly submitted to Kammarkollegiet for storage.

2.2 Visits by family members
In the event that the traveller dies or incurs a life-threatening injury or disease, compensation is disbursed for reasonable costs associated with close family's travel and lodging in connection with a visit.

The same applies in connection with burials abroad.

2.3 Disruption cover
If travel has been disrupted due to

– a family member's serious injury or life-threatening disease,
– the death of a family member
– extensive property damage affecting the traveller's private property in Sweden or
– a natural catastrophe or warlike unrest in the destination country.

compensation is disbursed for any necessary and reasonable additional expenses incurred by the traveller in connection with the journey home necessitated by the disruption. The term "journey home" refers to travel to a domicile in Sweden. The insurance does not cover an additional outward journey. If the relatives is in another country than Sweden the insurance can cover the travel costs to that country. The costs may not exceed the cost of a trip to Sweden. The insurance does not pay for a new departure.
Provision

Primarily, issued travel documents and bookings shall be used. Where necessary, new bookings may be made. The illness or death must be certified by a medical certificate or proof of death.

Note

The term "extensive property damage" means that all or a considerable part of the traveller's domicile or summer house has been subjected to e.g., fire or a break-in entailing extensive damages or loss of property.

2.4 Assault cover

Compensation for personal injury in connection with assault is calculated at a maximum SEK 3,000,000 in accordance with the Tort Liability Act (1972:207), if the traveller does not - within a time frame which is reasonable when considering the damages and the need for compensation (though no later than three years after reporting the case to Kammarkollegiet) - receive compensation for damages from the perpetrator, their insurance company or another. If the traveller has been careless, the compensation may be adjusted.

The insurance does not cover degrading treatment.

Provision

Assaults must be reported to the local police authority immediately. The insured person must present evidence of their report. If Kammarkollegiet so requests, the insured person must bring an action for damages against the perpetrator before the court. Kammarkollegiet then disburses compensation for all costs not otherwise covered.

The insured person must observe normal prudence, i.e., avoid dangerous locations and situations and otherwise do what can reasonably be required in order to avoid assault or other injury. In the event of carelessness, the compensation is normally reduced by half, unless the circumstances are such that the carelessness is considered only slight or of little significance to the insurance claim. If the insured persons' carelessness is considered particularly serious, compensation may be waived completely. The same applies if the insured person has been under the influence of alcohol, soporific, narcotics or other intoxicants, or has carried out a crime with intent which in accordance with Swedish law is punishable by day-fines or more severe consequences.
2.5 Medical, dental and home transport cover

The insurance covers necessary and reasonable costs associated with emergency medical treatment or dentistry abroad when the insured person is falls ill or has an accident during their stay abroad. For each incident, compensation is disbursed for such costs for a maximum period of ninety days from the first contact with the care provider. The insurance also covers dental injuries resulting from accidents in Sweden.

In the event of a disease or accident whilst the traveller is in their home country, the traveller must first use their own general or private insurance.

In the event of serious illness, hospital admission, the need for home transport or other active assistance abroad, contact must be made with Falck Global Assistance

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5.1 Medical Care

Medical Compensation is disbursed in accordance with the following provisions:

Compensation is disbursed for necessary, reasonable and substantiated costs for emergency medical treatment abroad. The insurance does not cover costs for check-ups, vaccination, planned care or prenatal care.

In the event of illness or accident, the insurance covers substantiated costs for telephone calls to/from Kammarkollegiet, care provider and assistance company up to SEK 1,500.

Any additional costs (such as food, accommodation and rebooking of the ticket) are not reimbursed.

Limitations

In the event of pregnancy, costs for emergency medical treatment abroad in connection with delivery, miscarriage or other serious complications before the end of the 28th week of pregnancy (27+6). Other costs for care in connection with pregnancy or delivery are not covered.
2.5.2 Dental care
Compensation is disbursed for necessary, reasonable and substantiated costs for emergency dental care abroad. Emergency dental care refers to treatment that is carried out in order for the patient to be free of pain and infection, and also includes provisionally filling in any visible gaps and ensuring there is an adequate masticating surface.

In addition, if a dental injury has arisen via an accident abroad, any necessary and reasonable costs for continued treatment of the injury in Sweden for up to three years after the date when the injury was incurred are covered, unless the cost can be covered by other means.

Both the treatment and the cost must be approved by Kammarkollegiet first.

Limitations

For dental injuries resulting from chewing or biting, compensation is disbursed only for the emergency treatment carried out abroad.

Where implant treatment or veneers are concerned, the insurance only provides compensation if the treatment is of the kind that is covered by public dental insurance in Sweden.

In the event of an accident abroad, the insurance may also cover dentistry not covered by public dental insurance.

The insurance only covers one permanent treatment.

2.5.3 Home transport
The insurance covers necessary and reasonable additional expenses for home transport to Sweden of the traveller due to he or she being affected by illness or accident abroad. The insurance also covers the cost of home transport to Sweden of the deceased.

If the traveller's home is in a country other than Sweden, the insurance can cover transport there, if the cost is the same as transport to Sweden.

If Falck Global Assistance recommends repatriation and the insured does not want to be repatriated, Kammarkollegiet can then deny reimbursement for continuing treatment abroad for the disease / injury.
Note on 2.5

Sweden currently has an agreement on medical benefits with EU/EEA countries, Switzerland and a number of Convention Countries.

A person who travels to an EU/EEA country, Switzerland or to another Convention Country must have a certificate from the Swedish Social Insurance Agency which shows that he or she belongs to that country, so that he or she is sure to receive medical treatment in accordance with EU/EEA regulations and the Convention, i.e., without incurring any costs other than patient fees, where applicable.

A person who travels to a non-convention country must carry a Medical insurance card. The card is issued by Kammarkollegiet. The purpose of the card is for the traveller to be able to have quick access to emergency medical treatment as it allows the hospital to establish immediately that the patient has insurance that covers the costs.

Provision on 2.5

In the event of serious illness, admission to hospital, the need for home transport or other active assistance abroad, the traveller must contact Falck Global Assistance before the medical treatment or home transport commences.

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A person who falls ill during a temporary stay in another EU/EEA country or Switzerland must submit an application to the Swedish Social Insurance Agency, which examines whether the matter concerned care for which compensation can be disbursed. Receipts and other documentation relating to the care must be attached to the application. Kammarkollegiet has the right to request a power of attorney from the traveller which allows it to apply for compensation for treatment costs in another EU/EEA country and receive compensation on behalf of the traveller.
2.6 Property cover

For damage to or loss of personal property which the traveller has taken with them or acquired during the trip, a maximum total of SEK 40,000 compensation is disbursed. Loss of money and valuable documents are covered with a maximum payout of SEK 5,000. Jewellery and watches are covered up to SEK 10,000 per object. The compensation may be adjusted if the traveller has been careless. The same applies if the traveller has not reported the incident or made efforts to limit the damage.

The insurance covers necessary and reasonable additional expenses that are a direct result of compensable damage up to SEK 5,000. Examples of such costs are:

– telephone calls to block account cards/debit cards/credit cards

– travel costs associated with police report or obtaining a new passport

– new keys/lock for the insured person's private domicile or vehicle.

The insurance does **not** cover the following:

1. Damage to or loss of money, travel documents, objects made wholly or partially of precious metals, genuine pearls and precious stones, antiques, wrist watches, works of art, cameras, mobile telephones, tablet computers, computers or other electronic equipment and accessories, alcoholic drinks, tobacco or other goods which are fragile or liable to be stolen, if such property has been handed over for transport, checked in or stored in another manner.

2. Malfunction which has arisen not in connection with sudden and unforeseen damage from an external source. Damage or malfunction caused by climate or environmental impact (e.g., damp, impact of sand, rust or dirt).

3. Damage caused by abrasion or wear, surface damage dents or scratches which do not have a serious impact on usability.

4. Damage or loss that can be covered by other insurance, transport company, hotel or similar.

5. Damage to sporting equipment during usage.

6. Damage to or loss of motor vehicle, boat, aircraft, caravan or trailer, removal goods or animals (N.B. cf. section 2.11).

7. Purchase, withdrawal or exploitation with the use of a stolen, cloned or lost debit card, credit card, SIM card or similar.
8. Apps or media files for computers, mobile phones, tablet computers or similar.

Note

Goods which are fragile or liable to be stolen should be carried as hand luggage. Note that theft from checked-in, locked luggage is not uncommon. Kammarkollegiet assumes ownership of lost property for which it has disbursed compensation. If the object for which compensation has been paid is found, the traveller must promptly inform Kammarkollegiet.

Provision

The traveller must provide evidence of their report as follows:

Theft must be reported to the local police authority immediately. If the theft has taken place at a hotel, it must also be reported to the hotel. Damage to or loss of transported baggage must be reported to the transport company. In the first instance, the hotel or transport company's liability, commitment or guarantee must be enquired after and utilised.

Carelessness

The traveller must observe normal prudence, i.e., adequately handle and store the property and otherwise do what can reasonably be required in order to avoid theft or other damage. To leave money in a hotel room or to leave property liable to stolen in a car, for example, is generally considered careless. In the event of carelessness, the compensation is normally reduced by half, unless the circumstances are such that the carelessness is considered only slight or of little significance to the insurance claim. If the insured persons' carelessness is considered to be of a particularly serious nature, the right to compensation may be waived completely. If the traveller has forgotten, lost or misplaced the property, the amount is normally adjusted to 50%.

Rules of compensation

In the event of damage to property, any substantiated reparation costs are covered to a maximum amount corresponding to the market value of the property prior to the damage. In the event of damage or loss, compensation is only paid out if the traveller can evidence their ownership of the property and the damage to or loss of it.

If the property is lost, compensation is set at the market value prior to damages. If an actual market value cannot be established, the value is set at the replacement value with deduction for age and wear. Deduction for age and wear is calculated at ten per cent per year from the second year after the year in which it was acquired, up to a
maximum 70%. For clothing, shoes and boots, however, deductions are made for age and wear at a rate of twenty per cent per year from the first year after the year in which they were acquired, to a maximum 70%. For mobile phones, deductions are made for age and use of twenty five per cent a year from the first year following the acquisition year to a maximum of seventy per cent.

For consumables such as make-up, perfume, hygiene products and underwear, compensation is paid at 50% of the price of the brand new product.

2.7 Baggage delay
In the event of a delay of registered luggage for an outward journey, in excess of two hours, reasonable and substantiated costs purchased at the destination are covered to a maximum SEK 5,000.

Provision
The traveller must provide evidence of the delay issued by the transport company. In the first instance, the transport company's liability, commitment or guarantee must be enquired after and utilised.

2.8 Cover for crisis and catastrophe
If the traveller finds themselves in a country affected by a natural catastrophe or warlike unrest and he/she is forced to extend the duration of their trip, travel to a more secure location or change their form of accommodation due to these circumstances, compensation may be adjusted for necessary and reasonable additional expenses for travel, room and board.

If the traveller experiences an acute psychological crisis in connection with them being subjected to or witnessing assault, threats, serious illness, accident or natural catastrophe, the insurance can cover up to five sessions with a psychologist, counsellor or similar. If additional treatment is required, contact must be made with Kammarkollegiet or Falck Global Assistance. In the event of assault, compensation can also be disbursed for crisis intervention in Sweden. In the event of assault, see also 2.4.

Compensation to a maximum total of SEK 5,000 can be disbursed. Costs must be substantiated with the original receipt.
2.9 Cash assistance
If the traveller is in immediate need of money due to theft or other compensable damages, up to SEK 10,000 in the appropriate currency can be transferred from Falck Global Assistance.

Note

A payment from Falck Global Assistance should not be considered compensation for damages; it is a loan from Kammarkollegiet to the traveller. During settlement of the claim, the loaned amount is deducted from the compensation for damages. Where necessary, the traveller is therefore liable to repay Kammarkollegiet the difference between the loan and the compensation for damages. Falck Global Assistance can be reached 24/7 on:

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2.10 Liability cover
If a claim is made against the traveller for compensation for damages owing to an incident that occurred during the term of insurance, Kammarkollegiet undertakes in respect of the traveller to:

1. investigate whether the liability for damages exists,
2. negotiate with the counterparty,
3. plead the traveller's case in legal proceedings or arbitration and thereby pay the legal fees or arbitration costs that the traveller incurs or is ordered to pay and which cannot be obtained from the counter party or another party
4. pay the damages for which the traveller is liable in accordance with the applicable law of damages, to a maximum of SEK 5,000,000.

The insurance does not cover the following:

1. Damage claims made against the traveller as the owner, user or driver of a motor vehicle, boat or aircraft.
2. Damage claims covered by the authority's vicarious liability or that of another employer.

3. Damages which have arisen in connection with the traveller committing a crime for which, in accordance with Swedish law, imprisonment is included in the scale of penalties.

4. Damage claims against the insured person or accompanying family member that concern some form of damage via wear or neglect of a hired or borrowed property.

**However**, the insurance does cover damage claims made by a party other than the owner/party hiring out the car against the traveller as a driver in a foreign country of a car hired or borrowed there, provided the claim is not covered by the car's third party insurance or other equivalent insurance.

**Provision**

Kammarkollegiet is not bound by the traveller offering in advance to pay compensation for any damages, consenting to liability for damages or approving a compensation claim.

If a claim is made, the traveller must refer to the liability cover with Kammarkollegiet. The traveller should record the name, address and telephone number of witnesses and others who can provide information on the incident.

**2.11 Legal expenses cover**

If the traveller as a private person makes a damages claim against someone due to an incident which occurred during the term of insurance and which has a connection with the activities that led to the insurance being taken out, compensation is paid for any reasonable costs associated with legal representation, unless these can be paid by the counterparty or another party or via legal aid. Furthermore, where necessary, compensation is disbursed for the legal costs that the traveller is ordered by the court to pay to the counterparty.

The traveller must in the first instance hire a Swedish lawyer as their representative. In the event of a dispute abroad, the traveller must hire a representative chosen by Kammarkollegiet.

The maximum amount of compensation is SEK 200,000.

The legal expenses cover does not apply to disputes involving an amount lower than SEK 15,000.
2.12 Motor deductible cover

When travelling in a personal car or motorcycle (not a rental car), compensation is disbursed for the deductibles in third party, partial cover or damage motor insurance/guarantee, to a max total of SEK 6,000, provided

– the damage has been adjusted via the car's insurance,
– the cost of the damages exceeds the deductibles
– the deductibles cannot be covered by another party.

Costs for car rental during reparations are not covered. Loss of a bonus or similar is not covered.
3 Notification of damage

A notification of damages must be signed by both the traveller and the authority. In addition, the party requesting compensation must

1. in the event of theft or assault, attach evidence of the report issued by the police in the town or city where the damage was incurred,

2. in the event of damage, theft or loss which occurred during transport or at a hotel, attach evidence of the report issued by the transport company or hotel,

3. in the event of a delay of registered baggage, attach evidence issued by the transport company,

4. submit a specific request for compensation and attach receipts in original or other forms of verification,

5. if other insurance applies for the same damage, inform Kammarkollegiet of this and

6. at Kammarkollegiet's request, submit information and provide medical certificates and other documents that it needs in order to settle the claim, and cooperate so that an inspection of the damaged property can be carried out.

Provision

If the insured person neglects their obligations in accordance with the terms and conditions of the Travel Insurance, the compensation may be reduced or waived entirely.

Comments

If contact is made with Falck Global Assistance on the grounds of damages, a notification of damages must always be sent to Kammarkollegiet, even if the traveller does not have any claim for compensation against the insurance policy. The same applies if the traveller has received medical or dental treatment abroad and in connection with this has referred to this insurance policy or to Kammarkollegiet.
4 General terms and conditions

4.1 Other insurance
With the exception of disability and death benefits, the insurance only covers damages/injury or costs if these cannot be covered by another policy.

4.2 Limitations period
The right to compensation expires three years after the date on which the damage/injury was incurred, if the claim has not been received by Kammarkollegiet before then. In the matter of liability cover, the date of the damage/injury is considered to be the date on which a claim is made against the traveller. In other cases, the date of the damage/injury is the date of the incident which is the basis of the insurance claim.

4.3 Reclamation
Where Kammarkollegiet has disbursed compensation in an insurance claim, it assumes the traveller's right in respect of another party that is liable for the damage.