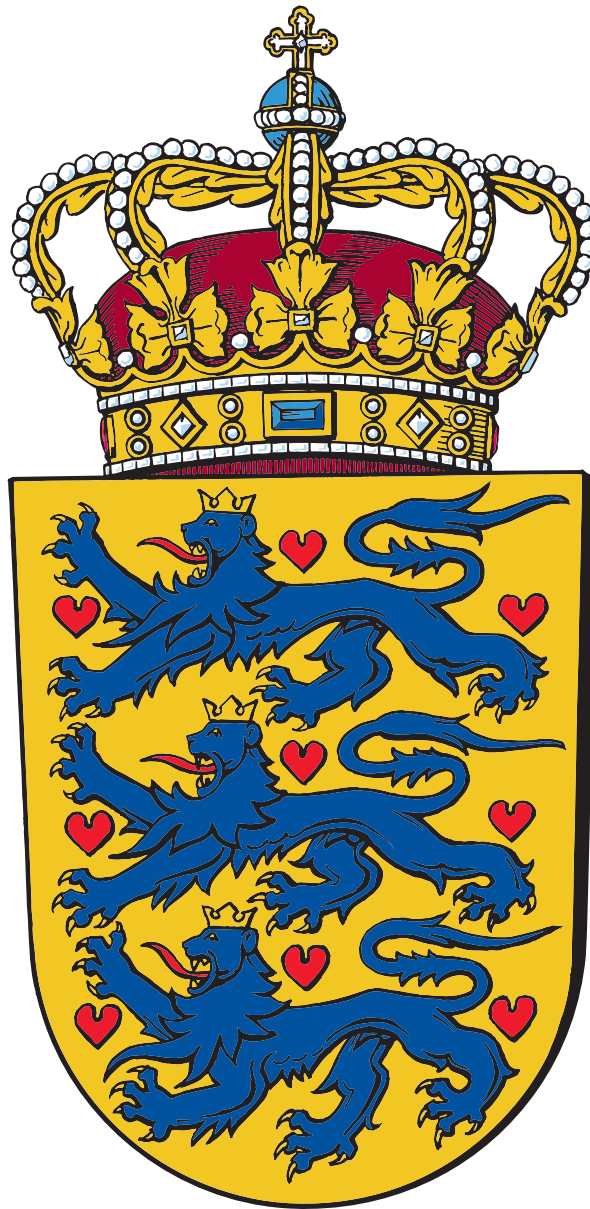


Travel insurance policy for Danish Government employees



Insurance Conditions No. 205

In compliance with the Danish Insurance Contracts Act.
Valid from January 1st 2016

Travel insurance policy for Danish government employees

Insurance Conditions No. 205

In compliance with the Danish Insurance Contracts Act.

The travel insurance policy is a part of the government's self-insurance arrangement. The insurance is handled by Europæiske Rejseforsikring A/S (hereafter called Europæiske ERV) who will be in charge of the claims handling including payment of compensation and subsequent collection with the government institution.

The travel insurance is based on an agreement between the Agency for Modernisation Ministry of Finance (Moderniseringsstyrelsen) and Europæiske ERV.

Chapter 1: Preliminary provisions

Please note that the words/terms written in *italics* are defined in Section 10.8.

Who can take out the policy?

The following group of persons is covered by the insurance:

- a) State employees travelling on *official journeys*
- b) Persons travelling at the expense of the state, which is taken to mean persons who travel on a journey where the costs are covered partly or fully by the state, and where the relevant state institution decides that the person is covered under this insurance.

The above group of persons is hereinafter referred to as the Insured.

State employees etc. who are staying abroad on official business in war zones or in other high-risk areas or in areas, where conflict-preventing, peace-keeping, peace-promoting, humanitarian or similar tasks are carried out, are covered by the travel insurance, except from the standard personal *accident* insurance in section 5 A. For these insured persons the provision about the special personal *accident* insurance in section 5 B. applies.

State employees etc., who are staying abroad on official business outside the above mentioned areas, and who in connection with the stay die or are injured as a result of terror, release of nuclear energy, war or war-like actions, riots, civil unrest, hostage-taking, kidnapping or hijacking are covered by the travel insurance except from the standard personal *accident* insurance in section 5 A. For these insured persons the provision about the special personal *accident* insurance in section 5 B. applies.

When does the policy provide cover?

This policy provides cover from the time the Insured leaves his/her residence or place of work to commence a journey to a destination abroad. The policy expires upon the Insured's return home to his/her residence or place of work, or when the period of cover (at the end of journey) expires, if this is earlier than the date of the Insured's return. The policy does not cover claims arising during journeys between the Insured's residence and place of work.

Where does the policy provide cover?

Geographically the travel insurance covers all trips, except trips which are either entirely local in Denmark or in Greenland or on the Faroe Island.

However, trips between Bornholm and the rest of Denmark through Sweden are not covered by this travel insurance.

Chapter 2: summary of cover

Cover	Sum insured	Purpose
Medical expenses and repatriation	Unlimited	If the Insured suffers an <i>acute illness</i> or sustains an injury during the journey, the necessary expenses of medical treatment, hospitalisation - including the issuing of a guarantee to the hospital - transfer to a suitable place of treatment, and repatriation to the Insured's <i>country of residence</i> .
Erroneous medical treatment	DKK 500,000	In the event of erroneous medical treatment during hospitalisation or treatment as an out-patient, the Insured will be entitled to compensation.
Escort/Summoning	<i>Extra expenses</i> of travelling & accommodation of up to 2 persons of the Insured's own choice.	In case the Insured suffers serious <i>acute illness</i> or sustains serious injury during the journey, this cover secures, that up to two persons can travel to the relevant location and/or stay with the Insured and accompany the Insured, if relevant, during transfer to another place of treatment or during repatriation.
Curtailment	Travel expenses in connection with curtailment of the journey.	This cover secures that the Insured can travel to the <i>country of residence</i> , if serious events affecting one of the Insured's next of kin require the Insured's immediate presence.
Personal Accident (standard cover)	Loss of life: DKK 1,000,000 Permanent disability: DKK 1,000,000 <i>Chewing damages</i> : DKK 10,000	If the Insured sustains a bodily injury during the journey as a consequence of an <i>accident</i> the policy provides cover for: <ul style="list-style-type: none"> • Disability compensation • Loss of life compensation • Dental treatment • <i>Chewing damages</i>
Special personal accident insurance	The sums insured appear from note no. 100 to § 12 in the annual government budgets.	Please confer section 5 B.
Delayed baggage	DKK 3,000	This cover gives the Insured the possibility of purchasing toiletries and clothes if the Insured's checked-in baggage is delayed by more than 3 hours in relation to the estimated time of arrival at a destination outside the <i>country of residence</i> .
Baggage	DKK 15,000 This amount is increased to DKK 30,000, if the travel period exceeds 3 months.	This section provides cover for theft of or damage to the items of baggage, which the Insured brings with him/her on the journey or buys at the relevant destination. It also provides cover for checked-in baggage.
Personal liability (abroad)	Bodily injury: DKK 5,000,000 Damage to property: DKK 2,000,000	This cover protects the Insured against unwarranted claims for compensation and provides financial compensation if the Insured is held liable for compensation for bodily injury or damage to property.
Global legal aid Legal aid: Issuing of bond/bail:	 DKK 75,000 DKK 100,000	This section covers travel expenses and fees for the services of a lawyer in connection with legal disputes occurring during the Insured's journey. It also secures that the Insured or his/her possessions – if possible – can be released from detention/seizure carried out by local authorities.

1 MEDICAL EXPENSES/REPATRIATION

1.0 Which claims are covered?

The policy covers claims arising from *acute illness* or injury sustained on the journey. In addition, it covers childbirth until 4 weeks prior to expected time of birth - please see 1.1.e).

1.1 Which expenses does the policy cover?

The policy covers the necessary expenses for:

- a) treatment by a physician (the attending physician) duly authorised in the country in which the Insured receives treatment,
- b) treatment by a dentist duly authorised in the country in which the Insured receives treatment, up to a limit of DKK 10,000,
- c) treatment by a physiotherapist or chiropractor in the country in which the Insured receives treatment, up to a limit of DKK 10,000,
- d) hospitalisation as a semi-private patient (two beds per ward), unless otherwise agreed with Europæiske ERV or prescribed by Europæiske ERV's physician,
 - d1) delivery of a quantity of *screened blood*, insofar as Europæiske ERV's physician deems that the Insured is being treated in a risk-area,
 - d2) on-the-spot monitoring/supervision to ensure that the Insured receives the *screened blood*,
- e) childbirth, treatment of an unborn child or of a child born prematurely for up to 4 weeks prior to the expected date of birth. Such expenses are to be covered by the mother's policy. The expenses of treatment of the unborn or prematurely born child are to be covered under this section of the policy (i.e. 1),
- f) medicine prescribed by the attending physician or Europæiske ERV's physician
- g) local transport by taxi or ambulance to and from the hospital, the attending physician, dentist or airport, if prescribed by the attending or Europæiske ERV's physician,
- h) patient transport, in cases in which local medical treatment facilities are inadequate, to the nearest suitable place of treatment, subject to the decision of Europæiske ERV's physician,
- i) repatriation to the Insured's residence/hospital in the Insured's *country of residence*, if Europæiske ERV's physician - having contacted the attending physician - deems that such repatriation is necessary and justifiable. Europæiske ERV decides - following a medical assessment of the Insured's condition - whether the Insured is to be repatriated by ambulance, by ordinary means of transportation, air ambulance or the like, and furthermore Europæiske ERV decides when the repatriation will take place,
- i1) the expenses of the return journey (based on the ticket prices for economy class) to the point at which the repatriation commenced, insofar as on the date of the repatriation at least one month remains of the scheduled duration of the journey and of the policy period. The return journey must be made not

- later than 3 months following the date on which the Insured has recovered from the relevant illness/injury,
- j) (in the event of loss of life), either repatriation to the *country of residence* of the remains of the deceased to an undertaker (mortician) or crematorium, including the costs of any provisions required by law, e.g. embalming and zinc-lined coffin, or
- j1) the expenses of cremation and/or burial at the location at which death occurred, in accordance with the wishes of the Insured's bereaved. In such cases, however, the policy covers expenses only up to an amount corresponding to the costs of repatriation of the remains of the deceased. If, as a consequence of a claim event covered by the policy, the Insured has been prevented from following his/her scheduled itinerary, including the return journey as planned, and if the Insured has not been repatriated, the policy covers the *extra expenses* of
 - k) either resuming the fixed itinerary (max. economy class) to the scheduled location on the Insured's itinerary, or
 - k1) repatriation to the Insured's *country of residence* based on economy class. The policy covers the necessary *extra expenses* of
 - l) hotel accommodation and meals, up to a limit of DKK 2,500 per day, if the attending physician or Europæiske ERV's physician deems that the Insured can receive ambulatory treatment instead of being admitted to hospital,
 - m) hotel accommodation and meals, up to a limit of DKK 2,500 per day, following the completion of medical treatment until the date on which the Insured can be repatriated, travel home or resume his/her scheduled itinerary.

1.2 Exclusions

The policy does not cover any expenses incurred in connection with:

- a) treatment of *chronic* or *existing ailments*, which, within the 2-month period immediately prior to the Insured's departure, have caused:
 - hospitalisation
 - assessment/treatment (which does not form part of a control routine) by a physician
 - altered medication.
- b) treatment of *chronic* or *existing ailments*, if the Insured:
 - has failed to consult a physician or refused or discontinued treatment for the ailment, irrespective of whether the Insured must have known or assumed that the ailment required treatment or that his/her condition had essentially deteriorated,
 - a physician has discontinued the Insured's treatment or refused to treat his/her condition,
 - has been selected for, referred to or entered on a waiting list for assessment/treatment,
 - has failed to keep an appointment for control during the past 2 months, or due to previous failures to keep control appointments has stopped normal control appointments.
- c) control and treatment, including medicines, required to maintain a *chronic* or *existing ailment* at a stable level and well regulated,

- d) a need for treatment known prior to your departure,
- e) treatment of patients diagnosed as suffering from AIDS, irrespective of the cause of the treatment,
- f) treatment following the Insured's return to the *country of residence*,
- g) stays at convalescence- or health resorts,
- h) treatment and hospitalisation, in cases in which Europæiske ERV's physician has decided that treatment can be postponed until the Insured's return to the *country of residence*,
- i) continued treatment and hospitalisation, if the Insured refuses to be repatriated, when Europæiske ERV's physician has decided that such repatriation is justifiable,
- j) incurred as a consequence of repatriation having been arranged by the Insured, to the extent that such expenses would not have been incurred if Europæiske ERV had itself arranged the repatriation,
- k) travel costs incurred as a consequence of the Insured's fear of infection,
- l) the Insured's failure to comply with the instructions issued by the attending physician and/or Europæiske ERV's physician.

1.3 Claims procedure - documentation

It is a condition for Europæiske ERV's compensation liability:

- that the Insured procures, from the attending physician at the location/destination at which the illness/injury is sustained, a medical certificate stating the diagnosis.
- that upon request the Insured grants Europæiske ERV's physician access to all relevant medical records, including information on previous ailments.
- that the Insured, if he/she has paid the expenses in connection with illness or injury submits a claims form to Europæiske ERV, duly filled in, along with original receipts for the expenses for which compensation is claimed.

2 ERONEOUS MEDICAL TREATMENT

2.0 Who receives the compensation?

The compensation is paid to the Insured.

2.1 Which claims are covered?

The policy covers claims arising from *acute illness* or injury covered by Section 1 – Medical Expenses/Repatriation.

2.2 Which compensation does the policy cover?

The policy covers compensation for erroneous medical treatment during hospitalisation or while undergoing treatment as an outpatient. The liability for compensation will be determined in accordance with Danish legislation ("Lov om klage og erstatningsadgang indenfor Sundhedsvæsenets kapitel 3 og 4") and the size of the compensation in accordance with the Danish Liability for Damages Act, i.e. "Lov om erstatningsansvar".

2.3 Claims procedure - documentation

It is a condition for Europæiske ERV's compensation liability that the Insured procures from the attending

physician at the location/destination at which the illness/injury is sustained, a medical certificate stating the diagnosis, and that – when requested to do so – the Insured grants Europæiske ERV's physician access to all relevant medical records, including information about previous ailments.

3 ESCORT/SUMMONING

3.0 Whose expenses are covered?

The expenses of 1 or 2 persons of the Insured's own choice.

3.1 Which claims are covered?

The policy provides compensation for claims covered by Section 1 of this policy, Medical Expenses/Repatriation, in cases in which the Insured:

- a) suffers an *acute illness* or injury, which is expected by the attending physician and Europæiske ERV's physician to require hospitalisation for at least 3 days,
- b) incurs a life-threatening illness, or
- c) requires repatriation or
- d) dies.

3.2 Which expenses does the policy cover?

The policy covers the following expenses during escort/summoning:

- a) expenses of transport from their homes to Insured's location and the return journey to their homes, max. economy class. The policy does not provide cover if you are to be repatriated within 3 days (72 hours) from the estimated time of departure of the escorts from their homes,
- b) the travel expenses, max. the same class as Insured - although not by air-ambulance - if he/her is transferred to a suitable place of treatment or is repatriated,
- c) the *extra expenses* of hotel accommodation, up to a limit of DKK 1,300 per person per day,
- d) meals and local transport, up to a limit of DKK 400 per day per person.

When the escort/summoning assignment has been completed either upon the Insured's discharge from the hospital at the location or upon the Insured's return to his/her home/hospital in the *country of residence*, the policy covers the following:

- e) *extra expenses* of the return journey to their homes or of catching up with their planned itinerary – max. economy class. If the escorts choose to use one of these possibilities it must happen not later than 10 days from the completion of the escort assignment.

3.3 Claims procedure - documentation:

It is a condition for Europæiske ERV's compensation liability that the Insured sends to Europæiske ERV the original documentation for all expenses incurred in connection with accommodation, meals, etc. and transportation for the persons who have served as escorts.

4 CURTAILMENT

4.0 Which claims are covered?

The policy provides cover if the Insured's journey while travelling with the status of a public employee must be curtailed, as a consequence of the death of, *acute illness*/injury requiring hospitalisation of one of the following persons in the Insured's *country of residence*:

- a) The Insured's spouse or *concubinary/concubine*
- b) The Insured's children or parents
- c) The Insured's grandparents or siblings.

4.1 Which expenses are covered?

The policy covers the *extra expenses* of the Insured of:

- a) the return journey to the *country of residence* – as starting point economy class
- b) subsequently travelling back to the point at which his/her journey was curtailed, only insofar as on the date of the journey to the relevant location at least 1 month remains of the duration of the journey as originally scheduled and 1 month of the policy period. The journey back to the curtailment location must be made not later than 14 days following the curtailment date.

4.2 Exclusions

The policy does not cover curtailment in cases in which it will result in the Insured's arrival in the *country of residence* less than 12 hours earlier than the scheduled time of his/her return.

4.3 Claims procedure - documentation

In the event of the hospitalisation or the death of either the Insured's spouse, *concubinary/concubine*, children or parents, the Insured must procure a medical certificate or death certificate from the attending physician or hospital who/which has attended the Insured's relative.

5 PERSONAL ACCIDENT

5.A Personal accident - Standard cover

5.A.0 Which claims are covered?

Permanent disability:

- a) The policy covers payment of compensation for permanent disability if an *accident* occurring on the journey has caused a degree of permanent disability.

Loss of life:

- b) The policy covers compensation for loss of life, if the Insured dies during the journey as a consequence of a personal *accident*.

Dental treatment:

- c) The policy covers dental damage sustained as a consequence of a personal *accident* during the journey. The policy does not cover *chewing damage*.

5.A.1 Which expenses are covered?

Compensation for permanent disability:

- a) The Insured is entitled to compensation for permanent disability to the extent that an *accident*

occurring on the journey has caused a degree of permanent disability of at least 5%. The degree of disability is fixed as soon as the final consequences of the *accident* can be medically determined, although not later than 3 years after the date of the *accident*.

- b) The degree of disability will be assessed in accordance with the medical degree of disability, applying the disability scale compiled by the Danish Industrial Injuries Compensation Board ("Arbejdsskadestyrelsen") without taking the Insured's occupation into consideration.
- c) The disability compensation will amount to the percentage of the sum insured corresponding to the percentage (i.e. degree) of disability.
- d) The degree of disability for loss of several parts of the body cannot, on aggregate, exceed 100%. No compensation will be paid in respect of a disability existing prior to the occurrence of the personal *accident*.
- e) An existing disability does not entitle you to any higher assessment of compensation than if such disability had not previously existed.
- f) The Insured must be regularly treated by a physician and follow his/her orders.

Compensation for loss of life:

- g) If a personal *accident* is the sole and direct cause of the death of the Insured within one year of the date of the personal *accident*, the Insured will be paid a compensation as specified in the policy for loss of life.
- h) If any disability compensation or expenses for dental treatment have been paid by Europæiske ERV in connection with the personal *accident*, such amount will be deducted from the sum insured for loss of life.

Dental treatment:

- i) The policy covers the necessary expenses of treatment of dental damage. The treatment must be commenced abroad, but the final treatment can, if necessary, be performed in the Insured's *country of residence*. It is a one-off expense – i.e. the policy does not cover reoccurring treatment related to the same dental damage.

Please note:

Europæiske ERV is entitled to reduce or refuse to reimburse the expenses of dental treatment, to the extent that the Insured's teeth are deemed by a dentist, applying dental criteria, to have been in a considerably worse condition than the teeth of persons of the same age who have regular dental check-ups (control, etc.) and receive the dental treatment recommended following such routine visits to a dentist.

5.A.2 Limitation

- a) The insurance covers aviation *accidents* only in cases in which the Insured involved is on board a national registered aircraft.

5.A.3 Exclusions

The policy does not cover permanent disability, loss of life or dental damage (please see section 1.1 b))

- a) as a consequence of illness and/or the onset of a latent predisposition to illness, even if the illness has occurred or been aggravated as a result of a personal *accident*.
- b) as a consequence of aggravation of the consequences of a personal *accident* caused by an *existing illness* or occurring by chance.
- c) when the cause of the *accident* is unknown
- d) that consist in permanent disability in the form of psychological consequences of incidents where the Insured him/herself was not subject to personal injury
- e) in the form of injuries caused by attrition or excessive straining which is not a consequence of a sudden event
- f) that consist in consequences of medical treatment which is made necessary due to a personal *accident*.

5.A.4 Who receives the compensation in case of permanent disability and loss of life?

In the event of permanent disability the compensation is paid to the Insured. It is a condition for payment of compensation that the Insured is alive upon the date of payment.

In the event of the demise of the Insured, if Europæiske ERV has not received written instructions to the contrary, the sum insured for loss of life will be paid to the next of kin, who is the Insured's spouse, or if the deceased leaves no spouse, to the Insured's *concubinary/concubine* or if there is no *concubinary/concubine*, to the Insured's children and if there are no children to the Insured's inheritors.

5.A.5 Arbitration

The Insured can demand that the degree of permanent disability be finally determined by the Danish Industrial Injuries Board ("Arbejdsskadestyrelsen"). The costs of such arbitration will be shared equally by the Insured and Europæiske ERV.

5.A.6 Claims procedure - documentation

In the event of a personal *accident* for which compensation is claimed, Europæiske ERV must be notified as soon as possible by filling in the claims form and sending it to the Company. For proper assessment of Europæiske ERV's compensation liability, it is important that the claim report provides an exact description of the occurrence.

- a) If you have received medical treatment by a physician or hospital treatment, this must be stated in the claims form, along with the names and addresses of attending physicians and/or hospitals.
- b) Insofar as you are in possession of a medical report or hospital record, the original versions of these documents must be submitted to Europæiske ERV.
- c) Insofar as the personal *accident* has been reported to the police, Europæiske ERV must be duly notified, if relevant by sending to Europæiske ERV the receipt confirming that the police have been notified.

- d) Europæiske ERV is entitled to obtain information from any physician (including hospitals), who is treating or has treated the Insured, and to have the Insured examined by a physician appointed by Europæiske ERV.
- e) In the event of loss of life, Europæiske ERV is entitled to demand an autopsy and to receive the results of such autopsy along with a copy of the death certificate. In the case of dental treatment it is a condition for Europæiske ERV's compensation liability that
- f) the Insured procures, from the attending dentist at the location/destination, a certificate stating the diagnosis and, further, that the Insured, upon request by Europæiske ERV, grants Europæiske ERV's dentist access to all relevant journals, including information on previous illnesses,
- g) the Insured, if he/she has paid the expenses, upon request from Europæiske ERV submits a filled in claims form together with original receipts for the expenses which shall be paid by Europæiske ERV.

5. B Special personal accident insurance

For State employees etc. who are staying abroad in war zones on official business or in other high-risk areas or in areas, where conflict-preventing, peace-keeping, peace-promoting, humanitarian or similar tasks are carried out and where the Insured are killed or injured during the stay, a compensation can be paid in accordance with note no. 100 to paragraph 12 in the annual government budgets.

For state employees etc., who are staying abroad on official business outside the abovementioned areas, and who in connection with the stay die or are injured as a result of terror, release of nuclear energy, war or war-like actions, riots, civil unrest, hostage-taking, kidnapping or hijacking a compensation can also be paid in accordance with note no. 100 to paragraph 12 in the annual government budgets.

The insurance conditions are the applicable rules, which in accordance with § 11a in executive order no. 667 of June 20th 2006 are determined about the Ministry of Defence's special compensation and damages arrangement – at the moment the Ministry of Defence's executive order no. 129 of February 28th 2005 – but "The Danish Defence Command" (Forsvarskommandoen) is substituted with "Europæiske ERV".

As regards the persons who are subject according to the rules determined in § 11a in executive order no. 667 of June 20th 2006 about the ministry of Defence's special compensation and damages arrangement – at the moment the Ministry of Defence's executive order no. 129 of February 28th 2005 §§ 1-3 – the claims handling, including but not limited to payment of compensation, is handled by the Danish Defence Personnel Organisation (Forsvarets Personalestyrelse).

Compensation/damages cannot be paid out based on both section 5 A and section 5 B.

6 DELAYED BAGGAGE

6.0 Which claims are covered?

The policy provides cover in cases in which checked-in baggage is delayed by more than 3 hours in relation to the estimated time of arrival at the destination outside the *country of residence*.

6.1 Which expenses are covered?

The policy covers the reasonable and necessary expenses of the purchase of replacement items

6.2 Exclusion

Replacement purchases made after the baggage has reached the destination are not covered by the policy.

6.3 Claims procedure - documentation

It is a condition for Europæiske ERV's compensation liability that Europæiske ERV receives

- original documentation for the delay issued by the relevant carrier/travel agency,
- original ticket(s) or travel voucher(s), and
- original documentation for the *extra expenses* reasonably incurred.

7 BAGGAGE

7.0 Which items of baggage are covered?

Items which the Insured brings with him/her or acquires during the journey, including money in cash, tickets, traveller's cheques, securities and passports.

7.1 Which items are not covered?

The policy does not cover motor vehicles, boats, wind-surfers, caravans, bicycles, other means of transportation and accessories to the above.

7.2 Which claims are covered?

The policy covers damage or loss resulting from fire, robbery or theft. Further, the policy covers the loss of/damage to checked-in baggage.

7.3 Special provisions:

- a) Compensation is paid in respect of money in cash, traveller's cheques, tickets and securities only in the event of *burglary*, robbery or theft in cases in which the theft is observed at the moment at which it is perpetrated. Compensation is limited to an aggregate upper limit of DKK 10,000.
- b) Compensation is paid in respect of gold items, silver items, jewellery, precious metals and the like only in the event of fire, *burglary*, robbery or theft in cases in which the theft is observed at the moment at which it is perpetrated. In this policy the above items are each considered as separate items and each item is covered by up to 50% of the insured sum. The total compensation to be paid, however, cannot exceed the insured sum.
- c) During transportation by aircraft, photographic equipment, video equipment, computer equipment, music equipment and mobile phones are only covered if the items are carried as hand baggage.

7.4 Exclusions

The policy does not cover claims

- a) arising from loss or damage caused by ordinary scratches, dents or defacement or wear and tear,
 - b) caused by the use of defective or inappropriate wrapping/packaging,
 - c) claims for damage to/loss of food, bottles, glass items and the like packed in the baggage, or claims for damage/loss caused by these,
- Nor does the policy cover
- d) forgotten, lost or mislaid effects,
 - e) theft from an unlocked motor vehicle, caravan or boat,
 - f) loss of or damage to items freighted separately, as these are not covered during transportation nor until the Insured collects them,
 - g) theft of baggage which is not effectively supervised. The Insured must not leave the baggage unattended, not even for a brief period, if it is not in living quarters, a motor vehicle, locker or the like,
 - h) indirect losses including misuse of credit cards or travellers' cheques.

7.5 Assessment of compensation:

- a) For items which have been purchased as new, and are no more than 2 years old and otherwise undamaged, the policy covers the replacement price of a corresponding new item.
- b) For items which are more than two years old, the compensation is calculated as the replacement price for a corresponding new item with a reasonable deduction for a decrease in value as a consequence of age, utilisation, reduced utility or other circumstances.
The deductions for items of decrease in value are calculated as follows:
0 -2 years - No deduction
2-3 years - 20% deduction
3-4 years - 30% deduction
4-5 years - 40% deduction
5- years - 50% deduction
- c) Europæiske ERV can choose to have the damaged item repaired or to pay an amount corresponding to the repair costs.
- d) Europæiske ERV is entitled, but not under any obligation, to compensate in kind for the lost or damaged items.
- e) Baggage is not regarded as lost until the carrier (airline, etc.) states in writing that the search for such baggage has been terminated and the baggage has not been found. It takes some carriers up to 4 weeks to issue this statement. Europæiske ERV will pay compensation immediately after.
- f) Compensation for loss of or damage to exposed film, video or tape recordings, manuscripts and drawings etc. is limited to the value of the raw materials.

7.6 Special Provision

In the event of the lack of documentation for the price paid for an item and for the date of purchase, Europæiske ERV is entitled to reduce the amount of compensation paid.

7.7 Claims procedure - documentation:

- In case of theft of the Insured's baggage, the nearest police authority must be duly notified, and the original receipt for the notification must be sent to Europæiske ERV.
- If, for an exceptional reason, the police cannot be notified at the location of the theft or robbery, e.g. on account of immediately imminent departure, the notification must be made as soon as possible following the Insured's return home, and he/she must send the original receipt for this notification to Europæiske ERV.
- In the event of loss of checked-in baggage, the airline or other carrier must be duly notified. The receipts for such notification must then be sent to Europæiske ERV in the form of the original PIR (Property Irregularity Report) or other documentation issued by the carrier. In the event of damage to effects, such effects must not be disposed of until permission to do so has been granted or the claim has been assessed. The Insured must, upon request, send the damaged effects to Europæiske ERV.
- As documentation for the age and value of the effects, the Insured must send to Europæiske ERV the original receipts, guarantee certificates or comparable original documentation. Further, the Insured must specify the items for which compensation is claimed, stating the nature of the item, make, type, age, purchase price and trade price immediately prior to the loss or damage.

8 PERSONAL LIABILITY - ABROAD

8.0 Sum insured

Bodily injury: DKK 5,000,000

Damage to property: DKK 2,000,000

The sums insured constitute the limit of Europæiske ERV's liability for a single claim event, even though liability is imposed upon several persons and even though the event is covered by one or more policies taken out with Europæiske ERV.

8.1 Which claims are covered?

The policy provides cover if, subject to the currently valid laws in the country in which the injury or damage occurs, the Insured incurs compensation liability for bodily injury or damage to property, in accordance with the ordinary rules for compensation liability governing non-contractual liability.

8.2 Please note!

The Insured cannot, with binding effect for Europæiske ERV, wholly or partially acknowledge compensation liability in respect of the loss, damage or injury caused.

8.3 Which expenses does the policy cover?

The policy covers

- a) the amount the Insured is obliged to pay,
- b) the expenses incurred in connection with determining the issue of liability insofar as such expenses have been incurred with the prior approval of Europæiske ERV,

- c) damage to rented hotel and contents, however with a deductible of DKK 2,000 per claim event.

8.4 Exclusions

The policy does not cover liability claims arising in connection with

- a) contractual relationships (with the exception of section 8.3.c),
- b) the Insured's profession or occupation, i.e. the liability the Insured incurs while engaged in activities related to his/her occupation/profession,
- c) loss of or damage to items which the Insured owns, has on loan, on hire, or for storage, use, transportation, processing or treatment or has taken possession of or has in his/her custody for any other reason,
- d) claims arising as a consequence of the Insured having transmitted disease to another person via infection or otherwise,
- e) for damage or loss caused while using motor vehicles, caravans or trailers, aircraft, marine craft which are 5 m or more in length with sail or motor, or marine craft less than 5 m in length whose engine power exceeds 5 HP.

Nor does the policy cover

- f) fines or similar demands imposed on the Insured.

8.5 Claims procedure - documentation

The Insured is under an obligation to provide Europæiske ERV with all the information which can clarify the case, including the original police report or receipt of notification of the police, along with

- an exact description of the occurrence,
- names and addresses of the persons involved,
- information on other insurance policies which can cover the claim,
- statements made by witnesses,
- a specified statement of the amount claimed.

9 GLOBAL LEGAL AID

9.0 Whose expenses are covered?

This section covers the Insured's expenses.

9.1 Which expenses does the policy cover?

The policy covers

- a) the necessary and reasonable legal expenses incurred in connection with the case up to and including the hearing of the case before the court of first instance, up to a limit of DKK 50,000, if the Insured is indicted/charged with a punishable offence during the journey. If the court of first instance for a punishable offence sentences the Insured, his/her legal expenses are regarded as an interest free loan, which must be repaid to Europæiske ERV upon demand. If the Insured chooses a foreign lawyer, Europæiske ERV must approve the choice.
- b) the Insured's reasonable and customary expenses for lawyers' fees in connection with other legal problems occurring during the journey than those mentioned in point 9.1 a. If the Insured chooses a foreign lawyer, Europæiske ERV must approve the choice.

- c) travel expenses, if the Insured is summoned as a witness or required to attend a court hearing outside the *country of residence*.

Bond/Bail

- d) For the purposes of this policy the term "Issuing of bond/bail" shall be taken to mean payment which can permanently or temporarily secure the release of the Insured or his/her possessions from detention/seizure effected by local authorities. The bond/bail is provided as an interest-free loan which shall be repaid to Europæiske ERV immediately upon release of the amount deposited as bond/bail or upon Europæiske ERV's demand,

9.2 Excess/Deductible

In the event of any claim under this section, although not under 9.1.d (bond/bail), the Insured must pay an excess/deductible amount of 10% of the aggregate costs, although a minimum of DKK 2,500.

9.3 Exclusions

The policy does not cover legal disputes

- a) between the Insured and the travel agency, tour operator or agent,
- b) arising in connection with the Insured's work/occupation,
- c) arising in connection with issues related to the Insured's family, inheritance,
- d) between the Insured and Europæiske ERV.

Nor does the policy cover

- e) any actual compensation amounts payable by the Insured, fines or similar demands.

9.4 Claims procedure - documentation

The Insured is under the obligation to provide Europæiske ERV with all the information relevant to the case, including (but not limited to) the obligation to fill in a claims form and to provide the relevant documents, including an account of the case in writing, and to inform Europæiske ERV of any other insurance policy taken out with another company.

Chapter 4 - General conditions

10.1 Sum insured

The sums insured and part-sums specified in the policyholder's policy and in these Insurance Conditions for the single items of cover represent the limit of Europæiske ERV's compensation liability for all claims events occurring during the policy period.

10.2 Other insurance

If there is any other insurance against loss or damage or any part thereof, Europæiske ERV shall only be liable under this policy for its loss not covered by other insurance.

(The following provision does not apply to Section 5.A: Personal Accident - Standard cover in connection with section 5.B Special personal accident insurance).

10.3 Transfer of rights/rights of subrogation:

No one can pledge or assign his/her rights under this policy without the consent of Europæiske ERV.

In cases of payment of compensation, Europæiske ERV shall be fully and completely subrogated to the rights of the Insured against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this policy. Insofar as Europæiske ERV has posted a bond/bail, Europæiske ERV shall be fully and completely subrogated to any entitlement the Insured may have to demand the repayment of the amount lodged as bail. Europæiske ERV will not, however, pursue recourse claims against the private insurance policies taken out by the Insured.

10.4 General Exclusions:

The policy does not cover any claims arising from or incidental to:

- a) strike or lock-out,
- b) seizure, confiscation or other measure by a public authority,
- c) release of nuclear energy, nuclear explosion or radiation,
- d) the Insured's participation in journeys of exploration, big game hunting or mountaineering,
- e) training for or participation in any form of motor racing, boxing, karate and other martial sports, bungee jumping, paragliding (parachute or boat), or other hazardous sport and *professional sport*.

Further, the policy does not cover claims (including illness, injury and death), which, irrespective of the mental state of the Insured at the time of the insurance event, are brought on

- f) by intention (i.e. claims brought about deliberately) or gross negligence,
- g) self-induced intoxication, when such intoxication has been a substantial contributory cause of the claim. However, this does not apply under the covers 1 through 3, both included, or
- h) as a consequence of the Insured being, of his/her own volition, under the influence of narcotics or other anaesthetic or medicine.

10.5 Reporting a claim

Please see the Claims Guide which is available on Europæiske ERV's homepage.

10.6 Legislation to be applied:

Disputes arising in connection with this policy shall be settled by applying Danish law.

10.7 Legal venue

Actions brought against Europæiske Rejseforsikring A/S shall be tried in Copenhagen, Denmark, at the City Court ("Byretten") or at the Appeals Court, Eastern Division ("Østre Landsret").

10.8 Definitions

For the purposes of this policy, the words and terms marked in the policy in italics shall be defined as follows:

- An **accident** shall be taken to mean a sudden event that causes personal injury.
- **Acute illness.** An acute illness entitled to cover under the terms of this policy is taken to mean a newly occurring serious illness or an unexpected deterioration of an existing *chronic illness*.
- **Burglary** shall be taken to mean theft from a properly locked building or premises. It is a condition for Europæiske ERV's compensation liability that there is clear evidence of the use of violence in forcing a door, window or other aperture. Theft from a car, train, aircraft, caravan or tent does not, for the purposes of this policy, constitute burglary.
- **Chewing damage** is damage occurring when the Insured chews on a foreign body in food, etc. where the presence of such foreign body could not have been foreseen.
- **Chronic illness** is a diagnosed illness for which there is no known curative treatment.
- **Concubinary/concubine** shall be taken to mean a person who lives together with the Insured at the same address and are expecting, have or have had a child together, or are registered as living at the same address as the Insured in a quasi-marital relationship for at least 2 years prior to the death.
- **Country of residence** shall be taken to mean the country from which the Insured has commenced his/her journey.
- An **existing illness** is an illness which is either known to the patient or already diagnosed upon the date of his/her departure from the *country of residence*.
- **Extra expenses** shall be taken to mean expenses incurred by the Insured solely as a consequence of a claim event covered by this policy. If the relevant expense would have been incurred irrespective of whether the claim event had occurred or not, it is not regarded as an extra expense.
- **Official journey** shall be taken to refer to a journey that constitutes a necessary part of the Insured's employment/service and has been approved by the Insured's place of work as a journey made on official business.
- Participation in **professional sports** is participation in sports by persons who are not covered by the following definition of an amateur sportsman/sportswoman:
An amateur sportsman/sportswoman is a sportsman/sportswoman who engages (i.e. trains, performs or competes) in his/her sport in his/her own interests without any contractual commitments to his/her club, without a personal or club sponsor, etc., and without receiving any remuneration apart from having their travel costs and accommodation paid. Sportswear and sports gear (equipment) etc., which the sportsman/sportswoman receives or has placed at his/her disposal and small prizes, including cash prizes, which the sportsman/sportswoman has an opportunity of winning in connection with performing in his/her sport, are not regarded as remuneration.

- **Screened blood** is a blood preparation in which there is no risk of the transmission of: hepatitis B, hepatitis C, HIV I, HIV II or malaria.

If the Insured needs immediate on-the-spot assistance, he/she can get in touch with Europæiske ERV, who can take appropriate action to relieve the situation.



Premium tax is settled in accordance with the premium tax act