# **AU PAIR INSURANCE**

WORLD REPATRIATION



# AU PAIR INSURANCE CONDITIONS No. PI28

# Chapter I – Preliminary provisions

#### I.I Who can take out the policy?

The insurance can be provided to persons working as an Au Pair between the age of 17 and 29. The Au pair has to be approved by the Danish Immigration Service to work as an Au pair in Denmark.

#### 1.2 Who is covered by the policy?

The Au pair indicated in the insurance policy.

## 1.3 When must the policy be taken out?

The policy must be taken out before the Au pair are leaving the country of residence.

## 1.4 Where does the policy provide cover?

The policy provides cover in Denmark.

#### 1.5 When does the policy provide cover?

The policy period is specified in the policy. If the premium is paid, the

policy provides cover from the time the Au pair arrive in Denmark and expires at departure from Denmark or on the date of expiry of the policy, if this date is earlier than the date of departure.

This policy can be taken out for a period of up to 18 months. The insurance cannot be extended. A new insurance can be taken out for an extra period of 6 months if the Au pair's residence permit is further extended.

#### 1.6 Insurance conditions

If a claims cost is not included in the description of the cover under "Which expenses are covered by the insurance?", this means that the cost is not covered by your policy.

#### 1.7 Definitions

Various words/terms are defined in chapter 3 section 3.6.

# Chapter 2 - Repatriation

### 2.0. Insurance sum - Unlimited

#### 2.1. Which claims are covered by the policy?

The insurance covers the Insured's costs in connection with repatriation prescribed by Europæiske's doctor.

#### 2.2. Which expenses are covered by the insurance?

The insurance covers reasonable and necessary costs towards

- a) repatriation to the Insured's residence or a hospital in the country of residence. Europæiske's doctor decides – following consultation with the attending physician – whether repatriation is necessary and safe, and if so what means of transport should be used. Europæiske decides when repatriation should take place,
- b) in the event of the Insured's death, repatriation of the remains of the deceased to an undertaker (mortician) in the country of residence, including the costs of any provisions required by law, e.g. embalming and zinc-lined coffin,
- c) the expenses of cremation and/or burial at the loca¬tion at which death occurred, in accordance with the wishes of the Insured's bereaved, although only up to an amount corresponding to the costs of repatriation of the remains of the deceased. Europæiske can, however, demand that the remains be repatriated, inter alia with a view to having an autopsy performed,

- d) sending home any ordinary travel luggage which the Insured had to leave in Denmark as a consequence of repartriation,
- e) accommodation at a hotel approved by Europæiske and meals totalling up to DKK 1,500 a day, however meals totalling a maximum of DKK 250 a day after completion of your treatment and until you can be repatriated or travel home.

#### 2.3 Exclusions

The policy does not cover the expenses of

- a) repatriation due to chronic ailments or pre-existing ailments which, within the last 6 months prior to arriving in Denmark, have resulted in
  - · hospitalisation,
  - assessment/treatment by a doctor,
  - · change in medication,
- b) repatriation in connection with chronic or pre-existing illness if you
  - have not consulted a doctor, have refused or discontinued treatment for such illness even though you should have realised that the illness required treatment or had deteriorated materially.
- c) transport in an ambulance plane in cases where, in the opinion of Europæiske's doctor, transport by other means is medically justifiable,
- d) transport arranged by the Insured in cases where Eu¬ropæiske's doctor estimates that the transport is not necessary and justifiable,
- e) repatriation as a consequence of the insured's fear of infection and
- f) journey home, repatriation or resuming of fixed itinerary arranged by the insured which Europæiske would not have had, if the company had arranged the transport.

In addition to the above, the policy only covers the repatriation if the Insured has a return ticket to the country of residence and such return ticket can not be changed or used for the repatriation.

#### 2.4 In case of a claim - documentation requirements

It is a condition for Europæiske's compensation liability that the Insured

- a) procures, from the attending physician at the location/destination at which the illness/injury is sustained, a medical certificate stating the diagnosis,
- b) upon request, grants Europæiske's doctor access to all relevant medical records, including information on previous ailments,
- sends a claim form to Europæiske, along with original documentation for expenses for which compensation is claimed and
- d) state whether insurance has been taken out with another company and whether the Insured are the holder of a credit

# Chapter 3 – General Conditions

#### 3.1 General Exclusions

The insurance does not cover any claim, insofar as the claim event is caused or occurs as a direct or indirect consequence of

- a) intent or gross negligence,
- abuse of alcohol, narcotics, medicine and/or abuse of other psychotropic substances,
- self-induced intoxication, when such intoxication has been a substantial contributory cause of the claim. However, this does not apply under the covers 2 through 5, both included,
- d) engaging in professional sports or training for such professional sport,
- e) participation in mountaineering, mountain climbing, parachuting, motor racing of any kind, paragliding, ski jumping or gliding,
- f) the insured's participation in scientific expeditions,
- g) strike, lockout, arrest, seizure or other measures taken by a public authority,
- h) release of nuclear energy or radioactive forces or radiation from radioactive fuel or wastes,
- i) illegally work carried out by the Au pair.

Furthermore, the insurance does not cover,

j) damage or injury during aircraft flights, unless the Insured is travelling as a passenger on board a nationally registered aircraft

## 3.2 Insurance Complaints Board ("Ankenævnet for Forsikring")

If the Insured are not satisfied with Europæiske's settling of the claim or with other matters pertaining to the policy, and if repeated approaches to Europæiske fail to produce a satisfactory result, complaints can be lodged with: The Insurance Complaints Board

Insurance Complaints Board ("Ankenævnet for Forsikring") Anker Heegaards Gade 2

DK-1572 Copenhagen V.

Telephone: +45 33 15 89 00 (10 a.m. to 1 p.m.)

Complaints to the Board shall be submitted by filling in a special Complaints Form, which is available upon request from:

- Europæiske Rejseforsikring A/S
- Insurance Complaints Board ("Ankenævnet for Forsikring")
- Danish Insurance Information Service (Forsikringsoplysningen)

Amaliegade 10

1256 København K. Telephone:

Telephone: +45 33 13 75 00 (between 10.00 a.m. and 4.00 p.m.)

A small fee is charged, and is to be sent along with the complaints form.

- the fee is returned if the Insured succeeded partly or wholly in the claim.
- the complaint cannot be considered,
- the policyholder/Insured himself/herself withdraws the claim.

#### 3.3 Other insurance

The insurance does not cover expenses that are covered by another insurance or credit cards.

#### 3.4 Other insurance

If, at the time that loss or damage insured by this policy shall occur, there is any other insurance against such loss or damage or any part thereof, the underwriter shall be liable under this policy for its proportionate share of loss or damage only. (This provision is applied when the case is settled by applying foreign law.)

#### 3.5 Transfer of rights

The Insured cannot, without Europæiske's consent, pledge or assign the rights under this insurance.

#### 3.6 Rights of subrogation

In the event of payments in pursuance of the policy, Europæiske shall be fully and completely subrogated to the rights of the Insured. (This provision is applied when the case is settled by applying Danish law).

Underwriter 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 certificate. Underwriter may at its own expense take over Insured's rights against third parties to the extent of its payments made. Insured shall co-operate with the underwriter and provide such information and documentation reasonably required by underwriter in order to collect and enforce its rights of subrogation.

Underwriter may institute any proceedings at its own expense against such third parties in the name of the Insured. (This provision is applied when the case is settled by applying Danish law.)

#### 3.7 Legal venue and legislation to be applied

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"). Disputes related to this insurance must be settled under Danish law.

## 3.8 Definitions

For the purposes of this policy the following definitions shall be used in any interpretation of its wording:

- Acute illness. Acute illness covered by the insurance is acute illness or justified suspicion of acute, serious illness.
- Causes of action. A dispute concerning an actual incident, which is to be assessed by a lawyer in order to determine whether the case should be tried in a court of law.
- Country of residence is the country in which the insured has his/her residence.
- Destination. The final destination for the journey in question.
- Fixed itinerary. Itinerary that can be documented by means of a travel description from a tour operator, purchased plane tickets, railway tickets or bus tickets or booked accommodation.
- Journey home. A journey back to the country of residence during which the Insured is able to travel as a healthy person on maximum the same class of transport as during the initial home journey.
- Ordinary travel luggage. The luggage which the Insured is allowed to and can bring on the journey according to the rules relevant for the specific journey that is to say hand luggage and checked-in luggage without excess weight.
- Psychotropic substances shall be taken to mean marijuana, cannabis, hash, hemp and the like.
- Repatriation. Transport prescribed by a physician from the country where the illness/injury incurred to the country of residence. Repatriation is either conducted by air ambulance or ordinary charter flight, according to Europæiske's assessment.
- Scientific expeditions are expeditions to areas where the local authorities require special permit to stay.



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