

# The Schengen insurance Insurance conditions no. 071

In compliance with the Danish Act on Insurance Contracts.

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## Chapter 1 - Preliminary provisions

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### Who can take out the policy?

Any person irrespective of nationality can take out the policy. Persons who have reached the age of 70 or during the journey reaches the age of 70 cannot take out the insurance. Who is covered by the policy? The person(s) whose name(s) is/are entered in the Insurance Policy.

### When must the policy be taken out?

You must buy the policy not later than one week after arrival to a country within Schengen, the Faroe Islands and Greenland. If you need to extend the duration of the policy period you can contact Europæiske's Call Center: Phone +45 70 10 60 30.

### Where does the policy provide cover?

The policy provides cover within the Schengen countries, the Faroe Islands and Greenland. The policy does not provide cover in the insured's country of domicile

### When does the policy provide cover?

The policy period is specified in your policy. If you have paid the premium, the policy provides cover from the time you arrive to a country within Schengen, the Faroe Islands or Greenland (or from the date on which the policy is taken out, if this date is later) and expires upon your departure from Schengen, the Faroe Islands or Greenland (or on the date of expiry of the policy if this date is earlier than the date of your departure). Several journeys to a country within Schengen, the Faroe Islands and Greenland may be made during the policy period.

If your departure is delayed through no fault of your own, the policy period is extended up to 48 hours without payment of any additional premium charge.

This policy can be taken out for a period of up to 6 months.

### Sums insured

The sums and part-sums insured specified in the policyholder's policy and in these insurance conditions for the single scope of cover form the limit of Europæiske's compensation liability for any and all claims occurring during the policy period.

### Definitions

In chapter 3 section 11 various words/terms are defined.

### Please note

If a claims expense item is not included in the description of the cover under "what expenses does the policy cover?", this means that the expense item is not covered by your policy.

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## Chapter 2 - Single sections of cover

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### 1 Medical expenses/repatriation

#### 1.2 Sum insured: DKK 250,000

- June 2005 corresponding to Euro 33,500

#### 1.3 What claims are covered?

The policy covers claims arising from acute illness or injury occurring during the journey.

#### 1.4 What expenses does the policy cover?

The policy covers the necessary expenses of

- a) treatment by a physician (the attending physician) duly authorised in the country in which you receive treatment,
- b) hospitalisation in a semi-private ward, unless otherwise agreed with Europæiske or prescribed by Europæiske's physician,
- c) medicine prescribed by the attending or Europæiske's physician,
- d) up to 10 treatments by a physiotherapist, chiropractor, zo-netherapist or acupuncturist up to a limit of DKK 10,000,
- e) treatment by a dentist duly authorised in the country in which you receive treatment. The policy covers 50% of the expenses, however not more than DKK 2,500,
- f) local transport by taxi or ambulance to and from the hospital, the attending physician, dentist, physiotherapist, chiropractor, acupuncturist, pharmacy or airport.  
Both transportation and means of transportation must be prescribed by treating physician or Europæiske's physician.
- g) 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's physician,
- h) childbirth, treatment of an unborn child or of a child born prematurely. It is a condition that the need for treatment occur at the latest 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) telephone calls to Europæiske, including Europæiske's Alarm-Centre and Service Offices all over the world,
- j) an extension of the policy period, if your return journey is postponed, as a consequence of acute illness or injury, to a date later than the expiry date of the policy.

- k) repatriation to your domicile/hospital in country of domicile. It is a condition for coverage, that Europæiske's physician – having contacted the attending physician – deems that such repatriation is necessary and justifiable. Europæiske decides – following a medical assessment of your condition – whether you are to be repatriated by ambulance, by ordinary means of transportation, air-ambulance or the like. Europæiske decides when the repatriation is to take place.
- k1) sending back - to your domicile - your luggage, items of clothing, toiletries, books, photographic equipment or the like which you have been obliged to leave behind as a consequence of being repatriated,
- l) (in the event of loss of life), either repatriation to country of domicile 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
- l1) the expenses of cremation and/or burial at the location at which death occurred, in accordance with the wishes of your 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, you have been prevented from following your scheduled itinerary, including the return journey to country of domicile as planned, and if you have not been repatriated, the policy covers the extra expenses of
- m) either resuming the fixed itinerary (max. economy class) to the scheduled location on your itinerary, or
- m1) repatriation to your domicile max. economy class.  
The policy covers the necessary extra expenses of
- n) hotel accommodation and meals, up to a limit of DKK 1,500 per day – however meals up to a limit of DKK 250 per day, if the attending physician or Europæiske's physician deems that you can receive ambulatory treatment instead of being admitted to hospital,
- o) hotel accommodation and meals, up to a limit of DKK 1,500 per day - however meals up to a limit of DKK 250 per day, following the completion of medical treatment until the date on which you can be repatriated, travel home to country of domicile or resume your scheduled itinerary.

## 1.5 Exclusions

The policy does not cover any expenses incurred in connection with

- a) illness or injury occurring prior to the date on which the policy comes into force, including acute deterioration, complications and sequelae arising in connection with such illness or injury,
- b) treatment or hospitalisation in private hospital or nursing home,
- 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) stays at convalescence or health resorts,
- g) treatment and hospitalisation, in cases in which Europæiske's physician has decided that treatment can be postponed until your return to your country of domicile,
- h) travel costs incurred as a consequence of your fear of infection,
- i) your failure to comply with the instructions issued by the attending physician and/or Europæiske's physician, and
- j) compensation for, replacement of or repairs to prostheses,

eye-glasses, contact lenses or hearing aids. Nor does the policy cover expenses incurred

- k) following your arrival to country of domicile.

## 1.6 Claims procedure - documentation

It is a condition for Europæiske's compensation liability

- that you procure, from the attending physician at the location/destination at which the illness/injury is sustained, a medical certificate stating the diagnosis, and that you upon request forward all relevant medical records, including information on previous ailments to Europæiske's physician,
- that you send a claims form to Europæiske duly filled in, along with original receipts for expenses for which compensation is claimed, insofar as you yourself have incurred expenses in connection with illness or injury.

## 2 Personal liability

### 2.0 Sums insured

Bodily injury DKK 10 million

Damage to property DKK 5 million

The sums insured constitute the limit of Europæiske'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.

### 2.1 Whose expenses are covered?

The policy covers the expenses incurred by the Insured.

### 2.2 What claims are covered?

The policy provides cover if, subject to Danish Law, you incur compensation liability for bodily injury or damage to property, in accordance with the ordinary rules for compensation liability governing noncontractual liability.

### 2.3 What expenses does the policy cover?

The policy covers

- a) the amount you are 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.

### 2.4 Exclusions

The policy does not cover liability claims arising in connection with

- a) contractual relationships,
- b) your profession or occupation, i.e. the liability you incur while engaged in activities related to your occupation/profession,
- c) loss of or damage to items 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) loss or damage caused by dogs,
- e) claims arising as a consequence of the insured having transmitted disease to another person via infection or otherwise,
- f) 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 with an engine power exceeding 5 HP.

Nor does the policy cover

- g) fines or similar demands imposed on the insured.

## 2.5 Claims procedure – documentation

You are under an obligation to provide Europæiske 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, and a specified statement of the amount claimed.

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## Chapter 3 – General conditions

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### 3 General exclusions

the policy does not cover any claims pertaining to, caused by or arising from

- a) intention (i.e. claims brought about deliberately) or gross negligence,
  - b) the abuse of alcohol, narcotics/psychotropic substances and/or medicine,
  - c) participation in scientific expeditions,
  - d) participation in professional sports.
- Nor does the policy cover insofar as the claim has arisen as a direct or indirect consequence of
- e) war, warlike actions, revolution, civil commotion, if the claim arises later than 24 hours following the commencement of any of these events,
  - f) active participation in war, revolution or the like,
  - g) strike, lockout, seizure, confiscation or other measures by a public authority,
  - h) the release of nuclear energy or radioactive forces or radiation from radioactive fuel or wastes.

### 4 Double insurance

- a) The policy does not cover, if a policy covering the same risk has been taken out in another insurance company (This provision is applied when the claim is settled by applying Danish law).

#### Co-insurance

- b) If at the time that the 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 certificate for his proportionate share of the loss or damage only (This provision is applied when the case is settled by applying foreign law).

### 5 Rights of subrogation

- a) To the extent a special policy has been taken out for an interest which is also covered by this policy the cover for the interest in question will no longer apply. In case of payment of the sum insured the company will enter into the Insured's right on that subject. Europæiske will not have recourse against this policy for damages covered by a travel insurance in Europæiske (This provision is applied when the claim is settled by applying Danish law).
- b) The 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. The underwriter may at his own expense take over the Insured's rights against third parties to the extent of his payment made. The Insured shall co-operate with the underwriter and provide such information and documents reasonably required by the underwriter in order to collect and enforce his rights of subrogation.

The underwriter may institute any proceedings at his own expense against such third parties in the name of the insured (This provision is applied when the case is settled by applying foreign law).

### 6 Transfer of rights

You cannot pledge or assign your rights under this policy without the consent of Europæiske.

### 7 Right of cancellation

For travel insurance that is valid for more than one month the following right of cancellation shall apply:

- a) Under § 34i on the Danish Act on Insurance Contracts you have a right of cancellation.
- b) The right of cancellation is valid for 14 days, and the deadline is calculated from the latest of the following times:
  - 1) The day on which you have been informed that the insurance contract has been made or
  - 2) The day on which you have received written confirmation on the right of cancellation. If the deadline expires on a public holiday, a Sunday, a Saturday or on Constitution Day on the 5th June, you are allowed to wait until the following working day.
- c) Before the expiry of the right of cancellation you must notify Europæiske that you have regretted the agreement. If the information is sent by mail you must post the letter before the expiry of the deadline. If you wish to obtain proof that you have cancelled in due time, you can register the letter and keep the receipt. Notification of your cancellation must be sent to:  
Europæiske Rejseforsikring A/S,  
Frederiksberg Alle 3, DK-1790 Copenhagen V

### 8 Insurance complaints board

If you 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, you can lodge a complaint with:

The Insurance Complaints Board („Ankenævnet for Forsikring“)  
Anker Heegaards Gade 2 DK-1572 Copenhagen V  
Telephone +45 33 15 89 00 (10 a.m. to 4 p.m.)

Complaints to the Board shall be submitted by filling in a special Complaints Form, and you have to pay a small fee. The form is available upon request from:

- a) Europæiske Rejseforsikring A/S
- b) The Insurance Complaints Board („Ankenævnet for Forsikring“)
- c) Danish Consumer Council (Forbrugerrådet)

### 9 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 Definitions

For the purposes of this policy the words and terms below are defined as follows:

- Acute illness. An acute illness entitled to cover under the terms of this policy is taken to mean a newly occurring serious illness.
- A chronic illness is a diagnosed illness for which there is no known curative treatment.
- Country of domicile is the country in which the insured has his/her residence.
- An existing illness is an illness which is either known to the patient or already diagnosed upon the date of his/her departure from country of domicile.
- Extra expenses are expenses which the Insured incurs solely as a consequence of a claim covered by this policy. Insofar as an expense would have been incurred irrespective of the occurrence of the claim, it is not regarded as an extra expense.
- 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.“
- Schengen countries are Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovak Republic, Slovenia, Spain, Sweden and Switzerland.
- scientific expeditions are expeditions to areas where special permission must be granted by official authorities to stay in such areas.

## 11 Stamp duty

Stamp duty shall be payable in accordance with the section 70 of The Danish Duty Act.

## Chapter 4

### If you need help during your stay in Schengen, the Faroe Islands or Greenland

If you need help during your stay in a country within Schengen, the Faroe Islands or Greenland please contact:

EURO-ALARM (Europæisk AlarmCentre)  
Frederiksberg Alle 3  
DK-1790 Copenhagen V

Telephone: +45 70 10 90 30 (24-hour service)  
Telefax: +45 70 10 90 40 (24-hour service)  
E-mail: assist@euro-alarm.dk

If it is a case of illness or injury, please contact EURO-ALARM. If you are admitted to hospital, EUROALARM must be notified.

### Before calling, please check the data

When you report a case of illness, injury or loss of life, EURO-ALARM will request information on the points listed below. It is thus advisable to check all data before calling. However, even if you lack some of the data it is still important to get in touch with EUROALARM as soon as possible to get help.

1. The patient's name, address and Civil Registration number (i.e. CPR number).
2. Policy details - type, policy number, and period of validity.
3. Where is the patient now? Please provide as many details as you can: Hotel room, hospital department, ward, and telephone number.
4. Name of attending physician, telephone number, hours of consultation, language.
5. Diagnosis, commencement date of illness/injury, and/or date on which physician was first consulted.
6. Name of general practitioner in patient's home country - in case of illness or loss of life.
7. If relevant, data for travel companions - hotel, telephone number.
8. In cases of serious illness: If the Insured is travelling alone, please state the name(s), addresses and telephone numbers of his/her next of kin in his/her country of domicile.
9. Travel agency, guide's name, telephone/fax numbers, and „best time to contact“.