

Europæiske ERV Frederiksberg Allé 3 1790 København V CVR nr: 62940514

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# Travel Insurance Youth Terms and conditions 60502

Valid from April 1, 2022

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## Contact

#### **Opening hours**

#### Contact

#### Any questions?

If you have any questions regarding your insurance, the options available etc. you can look for the answer on our website at any time of the day or night. You are also welcome to contact our Customer Service.

#### Customer service

Online: Round the clock at <u>www.erv.</u> <u>dk</u> By telephone or e-mail: Monday – Friday.

You will find our opening hours at www.erv.dk

#### www.erv.dk

+45 33 25 25 25

info@erv.dk

#### Have you been injured?

If you require emergency assistance you can contact our Emergency Centre at any time of the day or night.

#### Emergency Centre

(Emergency assistance) Round the clock, all year round.

#### www.erv.dk

**+**45 70 10 90 30

erv-alarm@euro-center.dk

If your injury is non-urgent, please contact our Claims Department.

# Claims Department (non-urgent assistance)

You can report your claim via www. erv.dk or by calling us.

#### www.erv.dk

+45 33 25 25 25

### Introduction

# Consider this when you read the terms and conditions:

- **1.** The terms and conditions should be read together with the insurance policy / booking confirmation which together constitutes the insurance contract. If special conditions apply for your insurance this will be stated in the insurance policy.
- **2.** Please note that additional coverages only apply if stated in your insurance policy / booking confirmation.
- **3.** Limitations, exclusions and precautions / security directives are marked in grey.
- **4.** All words in *italics* are defined at the end of the insurance conditions.

# Insurance provider for this insurance:

Europæiske Rejseforsikring A/S, hereinafter called Europæiske ERV

Frederiksbergs Allé 3 DK-1790 København V CVR no: 62940514

The provider is under supervision of the Danish Financial Supervisory Authority.

# (A) Who can take out the insurance and who can be insured

The person purchasing the insurance must be at least 18 years old and a permanent resident in Denmark. The insurance applies to the persons listed in the insurance policy / booking confirmation and at the time of purchase of the insurance are permanent residents in the *Nordic countries* and registered with a *Nordic national health insurance authority during the whole journey.* All insured on the policy must be below 36 years of age at the date of departure. The persons listed in the insurance policy/booking confirmation are the insured in accordance with these terms and conditions and are referred to as "you".

#### (B) When the insurance applies

The insurance applies to holiday trips, study trips, internships, work placement and au pair placements abroad. Up to 1 day's employment for a Danish employer and employment abroad with no Danish employer is also covered. The period of validity of the insurance is stated in the insurance policy / booking confirmation. You should purchase your insurance, including any supplementary cover, before you depart from your country of residence. The insurance will take effect when the trip begins, if nothing else has been agreed in advance with Europæiske ERV. The trip begins when you leave your home or equivalent and is completed when you return to one of those places.

#### (C) Where the insurance applies

The insurance applies within the geographical area stated in the insurance policy / booking confirmation. The insurance does not apply in areas where the Danish Ministry of Foreign Affairs has advised against all travel. You can find the advises from the Ministry of Foreign Affairs of Denmark at um.dk. If you have purchased single trip travel insurance lasting more than 30 days and you unregister with the Danish healthcare system during your period of travel you will still be covered if you take your holidays in Denmark during the period of insurance. However, you will at no time have cover for costs provided by the Danish Public Healthcare System. If you, for part or for

the entirety of your period of travel, are not covered by the public healthcare system you are required to comply with the rules for being registered with The Central Office of Civil Registration upon your return to Denmark.

#### (D) European Health Insurance Card

The travel insurance covers private and public medical care. Public medical care should be chosen as first option provided it is available and of medically acceptable standard. Within the EU/EEA you are requested to provide your European health insurance card to Europæiske ERV or to our assistance company Europæiske ERV Alarm, hereinafter referred to as Assistance company, who can then decide if public medical care is medically acceptable.

# (E) If you have or have had a medical condition (pre-existing conditions)

Ilf you have an existing or chronic medical condition and wish to ensure that you are covered for claims related to the existing or chronic medical condition during your trip you must apply for medical pre-approval. Examples of *pre-existing* or chronic medical conditions include but are not limited to cancer, pneumonia, chronic lung diseases, cardiovascular conditions including hypertension, diabetes, pregnancy complications, etc.

#### Prior to departure

Medical pre-approval is always necessary to be evaluated how you are covered by the insurance during the trip, if you meet one or more of the following criteria:

- a) You suffer from a serious chronic medical condition
- b) You are diagnosed with a new medical condition within 2 months of the date of *departure*.
- c) Your existing or chronic medical condition(s) have not been stable for a period of 2 months prior to the date of *departure*.
- d) You have a complicated pregnancy.
- e) You are or have within the 2 months preceding the date of *departure*, been under medical surveillance even though no diagnosis has been made.

# Introduction

The medical pre-approval only applies to the current trip. The next time you travel, apply for a new medical pre-approval if you meet one of the criteria above.

# 1. Illness and injury

#### 1.1 What is covered

When travelling within the *EU / EEA* you should assist in providing your *European health insurance card* (EHIC) upon request by Europæiske ERV or our Assistance companies.

Your insurance may include an excess which is only applicable to claims relating to "Illness and Injury". Any excess will be stated in your policy and will apply per claim.

The insurance covers *reasonable and necessary* costs, if not otherwise stated, for:

#### 1.1 A) Emergency / Unforeseen illness and injury

- a) Emergency medical care and treatment costs for *illness* or *bodily injury* incurred during the trip.
- Admission to hospital, food and other associated hospital services.
- c) Medication prescribed by the treating physician.
- d) Unexpected illness or complications for the mother and/or the unborn child arising out of pregnancy or birth, including treatment of a child born prematurely, i.e. before the 37th week of pregnancy (36+6), if the the conditions for coverage are otherwise fulfilled.
- e) Transportation by ambulance etc. to the nearest suitable place of treatment if Europæiske ERV deems such transportation necessary and advisable as a result of lack of necessary treatment possibilities at the present place of treatment.
- f) Extension of your existing travel insurance with Europæiske ERV in the event that your original return journey is delayed beyond the period of coverage due to unforeseen illness or injury.
- g) Additional costs of telephone calls to and from Europæiske ERV and our assistance companies around the world incurred by you.
- h) Catching up with your original travel route, outside your country of residence if you have not been able to follow your originally planned route due to unforeseen illness or injury. Travel costs are limited to economy class.

#### Limitations / Exclusions

- The treating physician at the destination must be licensed, qualified and impartial.
- Europæiske ERV reserves the right to arrange for your re-patriation to your country of residence and / or to move you to another hospital, including transfer to another country for continued suitable treatment. If you do not comply with Europæiske ERV's provisions on repatriation or transfer, the coverage may lapse in whole or partly.

#### Precautions / Security directives

- The insurance covers private and public medical care.
   Public medical care should be chosen as first preference provided that it is both available and of medically acceptable standard.
- The first visit to the physician must be made during the trip.
- In countries covered by the European Health Insurance
   Card, public medical care must be chosen first if possible
   and the standard is medically acceptable.

#### Documentation in the event of a claim

 Medical record or certificate from the treating physician at the destination, which states the diagnosis, treatment and the costs.

#### 1.1 B) Local travel costs

The insurance covers *reasonable* (and necessary) expenses for local travel costs in connection with medical care and / or treatment. If you travel by private car we will reimburse up to a limit of the *official travel allowance*.

#### 1.1 C) Expenses for food and accommodation

The insurance covers additional *reasonable and necessary* costs for food and accommodation in case:

- you can be treated as an *outpatient* instead of an inpatient.
- your stay gets extended beyond your actual insurance period due to hospitalisation, unforeseen illness or injury.

The maximum amount is DKK 1,000 per day and insured.

#### 1.1 D) Emergency dental treatment

The insurance covers urgent temporary *dental treatment* at the *destination* for the immediate relief of pain, up to a limit of DKK 5,000 per insured per trip. It is a requirement that the *dentist* is licensed in the country where you are treated.

#### Limitations / Exclusions

The insurance does not cover:

- a) Any Treatment carried out when Europæiske ERV has assessed that the treatment can await your return to your *country of residence*.
- b) Normal and routine dental care.
- c) Expenses incurred for the replacement, repair or changing of *dental prosthesis*
- d) If prior to the trip your teeth were weakened by fillings, root canal treatment or disease in the teeth, the surrounding tissue or in the jaw, or if you have not followed a regime of regular dental care or have not completed treatment recommended by the *dentist* at Europæiske ERV is entitled to deny coverage, entirely

or in part.

#### Documentation in the event of a claim

Medical record or certificate from the treating *dentist* at the *destination* or in your *country of residence* if Europæiske ERV requires that.1.1 E) Dental injury

In the event of a *bodily injury* to your teeth during your trip the insurance covers *reasonable and customary costs* for dental treatment. The dental treatment must be initiated while still abroad but may if necessary be completed in your *country of residence*. It is a requirement that the treating *dentist* is licensed in the country where you are treated.

In the event of dental treatment due to *bodily injury* where, according to the *dentist*, the treatment must be postponed; this can be approved if the treatment starts within 3 years and has been concluded within 5 years from the time of the accident. If the treatment must be postponed due to the age of the insured, this can be carried out up to the time you reach 25 years of age.

#### Limitations / Exclusions

The insurance does not cover:

- Injuries arising from chewing or biting.)
- Normal and routine dental care.
- If prior to your trip your teeth were weakened by fillings, root canal treatment or disease in the teeth, the surrounding tissue or in the jaw, or if you have not followed a regime of regular dental care or have not completed treatment recommended by the dentist, Europæiske ERV is entitled to deny coverage, entirely or in part.

#### Documentation in the event of a claim

Medical record or certificate from the treating *dentist* at the *destination* or in your *country of residence* if Europæiske ERV requires that.

#### 1.1 F) Repatriation

In order to be covered for "Repatriation" it is a requirement that the claim is covered under "Emergency / Unforeseen illness and injury".

The insurance covers additional reasonable and customary costs for:

- Repatriation to your home address or hospital in your country of residence in the Nordic countries.
- Return of your luggage to your home address in the Nordic countries in the event that you had to leave it behind due to repatriation.
- Repatriation of your remains to an undertaker or crematorium in the Nordic countries, including any legal costs related to the repatriation.
- Return tickets to your place of residence in the Nordic countries if you have missed your scheduled homebound departure due to an illness and / or injury requiring medical treatment or care by a licensed physician while abroad.
- Return tickets for children, stepchildren or foster children

under the age of 18 years who would have to continue the trip or return alone because of *repatriation* of parents or other *co-travellers*.

#### Limitation / Exclusions

Europæiske ERV's physician / medical advisor will assess, after contact with the treating physician, if *repatriation* is medically necessary and safe. Based on the medical assessment of your condition Europæiske ERV will determine suitable means of transport

Europæiske ERV, our assistance company's physicians or our medical advisors have the right to request your return to your *country of residence* for continued medical treatment.

The insurance does not cover:

- a) *Repatriation* by air ambulance when Europæiske ERV's medical advisor assesses that transport can take place in another, medically safe manner.
- b) Transport arranged by you when Europæiske ERV's medical advisor assesses that this means of transport is not medically necessary and / or safe
- c) Repatriation because of your worries about contamination risks.
- d) Expenses for *repatriation* without prior approval from Europæiske ERV or expenses which would not have incurred if Europæiske ERV had arranged the transport.
- e) Europæiske ERV is not liable for delays or restrictions in connection with the transport due to weather, mechanical problems, restrictions or constraints by the authorities or from the pilot or other circumstances beyond Europæiske ERV's ability to influence.

#### Precautions / Security directives

Costs for *repatriation* must be pre-approved by Europæiske ERV.

#### Documentation in the event of a claim

- Medical certificate, copy of medical record or other documentation for illness or injury from the treating physician or the hospital at your destination. Information on diagnosis and treatment must be included.
- Original receipts for any costs incurred by you.
- Travel documents or other documentation from the destination, including but not limited to the duration and the purpose of the trip.

#### 1.1 G) Funeral expenses at destination

In order to be covered for "Funeral expenses at destination" it is a requirement that the cause of death is covered under "Emergency / Unforeseen illness and injury".

If you die the insurance covers *reasonable and* customary funeral expenses for cremation and / or burial at the loca-

tion if your *relatives* so whish. The coverage is limited to the equivalent *reasonable* and customary cost of returning your body to your *country of residence*.

#### 1.1 H) Escort

In order to be covered for "Escort" it is a requirement that the claim is covered under "Emergency / Unforeseen illness and injury" or "Repatriation".

The insurance covers the transport and / or accommodation of up to 1 person, besides your own *children*, *stepchildren* or *foster children* under the age of 18, who can accompany you in case:

- a) you are hospitalized for at least 3 days due to unforeseen *illness* or serious injury.
- b) you are affected by a life-threatening *illness* and / or injury or in the event of death.
- c) you cannot follow the original travel route.
- d) you are repatriated.

If you also make use of the cover for "Summoning" the total coverage of "Escort" and "Summoning" is limited to a total of 1 person or *co-travelers* and your accompanying children, stepchildren or foster children under 18 years of age to accompany you in the event of a covered claim.

The insurance covers *additional reasonable necessary costs* of the person / persons accompanying you for:

- a) Transportation up to the standard of economy class in ordered to accompany you to nearest suitable place of treatment or to your place of residence, if not otherwise agreed with ERV's medical advisor
- b) Transportation up to the standard of economy class from the place that you left the trip to the place where you may rejoin the trip if your trip is interrupted.
- c) Food, accommodation and local transport up to a daily limit of *DKK 1,000* per escorting person.
- d) Extension of an existing travel insurance with Europæiske ERV held by the accompanying person(s) and / or your children up to the age of 18 years in case you need to accompanied beyond your original return date.

#### Maximum compensation

The maximum limit of coverage is stated above.

#### Limitations / Exclusions

The insurance does not cover:

 Escort after your arrival to your home address or to a hospital in your country of residence.

#### Precautions / Security directives

Expenses for Escort must be pre-approved by Europæiske ERV.

#### Documentation in the event of a claim

Medical certificate, copy of medical record or other docu-

- mentation for illness or injury from the treating physician or the hospital at the *destination*. Information on diagnosis and treatment must be included.
- Original receipts for any costs paid by you.
- Travel documentation or other documentation for the destination, including but not limited to duration and purpose of the trip.

#### 1.1 I) Summoning

In order to be covered for "Summoning" it is a requirement that the claim is covered under "Emergency / Unforeseen illness and Injury" or "Repatriation".

The insurance covers additional *reasonable and necessary costs* for summoning of up to 1 person of your choice in case:

- you are hospitalized for at least 3 days due to unforeseen illness and / or serious injury.
- you are affected by a life-threatening illness and / or injury or in the event of death.
- you are repatriated.

If you also make use of the cover for "Escort" the total coverage of "Escort" and "Summoning" is limited to a total of 1 person of your choice and your accompanying children, *stepchildren* or *foster children* under the age of 18 years.

The insurance covers *additional reasonable and necessary costs* for the summoned person:

- Out- and homebound transportation, up to the standard of economy class, from the summoned person's place of residence to your destination. The summoned person must start and end his / her trip from the Nordic countries.
- Food, accommodation and local transport, up to a daily limit of *DKK 1,000* per summoned person.

In the event of death the insurance covers costs for transport, accommodation and food up to a maximum of 10 days from the summoned person's outbound *departure* date.

If the summoned person does not hold a valid travel insurance at the time he / she is summoned and departs from the *Nordic countries* the summoned person will be covered by an appropriate Europæiske ERV travel insurance provided that he / she meets the requirements of Europæiske ERV's terms and conditions including the requirements for prior approval for pre-existing or chronic conditions. The insurance is valid during the period of summoning and until the summoned person arrives at his / her *home address* in the *Nordic countries*.

#### Maximum compensation

The maximum limit of coverage is stated above.

#### Limitations / Exclusions

The insurance does not cover:

 Summoning if your scheduled return date or scheduled repatriation will be within 3 days from the summoned person's departure from the Nordic countries.

- If you have been discharged from hospital at your *destination*.
- If you in the event of repatriation have arrived at your place of residence or place of treatment in your country of residence.

#### Precautions / Security directives

 Expenses for summoning must be pre-approved by Europæiske ERV.

#### Documentation in the event of a claim

- Medical certificate, copy of medical record or other documentation for *illness* or *injury* from the treating physician or the hospital at the *destination*. Information on diagnosis and treatment must be included.
- Original receipts for any expenses paid by you.
- Travel documentation or other documentation for the destination, including but not limited to duration and purpose of the trip.

#### 1.1 J) Physiotherapy and chiropractic treatment

It is a requirement that the claim is covered by the insurance under "Emergency / Unforeseen illness and injury".

The insurance covers *reasonable and necessary costs* for treatment by a physiotherapist or chiropractor without referral from a physician if you are in need of immediate pain relieve during your trip.

#### Maximum amount

The maximum limit of coverage is DKK 15,000 per insured per trip.

#### Limitations / Exclusions

 Treatment when Europæiske ERV has decided that the treatment can await your return to your country of residence.

#### Precautions / Security directives

- It is a requirement that the treating physiotherapist / chiropractor is licensed in the country in which you are treated.
- Expenses for physiotherapy and chiropractic must be pre-approved by Europæiske ERV.

#### Documentation in the event of claim

 Medical record or certificate from treating physiotherapist or chiropractor at destination stating diagnosis, treatment and price.

#### 1.1 K) Medical malpractice

The insurance covers compensation for lasting disability directly resulting from documented medical malpractice when the treatment in question has been carried out by a qualified and licensed physician during admission to hospital or *outpatient* treatment.

It is a requirement that the claim is covered under "Emergency / unforeseen illness and injury" whereby a qualified and licensed physician at the destination carries out treatment that entitles you to compensation for bodily injury in accordance with the principles in Chapters 3 and 4 of the Danish Law on Access to Complaints and Compensation in the Health Service in force at any given time.

The amount of compensation is calculated in accordance with the Danish Law on Liability for Damages in force at any given time.

The compensation constitutes the difference between the actual disability suffered as a result of the erroneous medical treatment and the disability which would have resulted anyway following proper medical treatment.

#### Maximum compensation

The maximum compensation is DKK 1,000,000 per insured, per trip.

#### Limitations / Exclusions

The insurance does not cover:

- a) Erroneous treatment carried out by healthcare personnel other than a qualified and licensed physician.
- b) Lasting incapacity resulting directly or that can be expected from an illness or injury.
- c) Cases in which you have given your consent to treatment despite warnings from Europæiske ERV that the treatment offered is not recognized as approved principles of treatment by Europæiske ERV.

#### Documentation in the event of a claim

- All relevant medical records, x-ray and scan examinations and information on previous disease progressions.
- Medical certificate from the physician treating you at the destination which specifies your diagnosis and treatment plan.
- Documentation relating to the erroneous medical treatment from the physician treating you in your home country.

#### 1.2 General Limitations / Exclusions

The insurance does not cover:

- a) Injury and illness which, prior to the trip has displayed symptoms and / or has been diagnosed by a physician, physiotherapist or chiropractor, and is covered by sections a) to e) in "If you have, or have had, a medical condition"
- b) If you have not consulted a physician or have refused or discontinued treatment for the condition even though you should have known or suspected that the condition required treatment.
- c) If further treatment has been abandoned or you have been refused treatment.
- d) If you have been signed up for, referred for or are on a waiting list for assessment / treatment.
- e) If you have neglected to turn up for a check-up within the six (6) months prior to your date of departure and / or during the trip, you are given a check-up and treatment to keep an existing or chronic condition stable and wellregulated.
- f) Costs that are incurred because a ship or an airplane had to alter its timetable due to the your injury or unforeseen *illness*.
- g) Direct or indirect costs arising in connection with pregnancy or birth from the 37th week of pregnancy (37+0), medically foreseeable assistance during delivery and any complications thereof, for instance planned Caesarean section, labor induction, epidural, etc.
- h) If it is spa or recreational treatments.
- Injuries that you suffer while participating in sports, athletics, adventure, expedition-like or other similarly hazardous activities that are not to be considered as exercise and leisure activities in normal scope and intensity.
- j) Treatment and admission to hospital when Europæiske ERV has assessed that the treatment can wait until after your return home.
- k) scheduled surgery and treatments and any complications thereof.
- Plastic surgery or cosmetic operations or the consequences thereof, unless it has been part of the treatment for a serious injury requiring urgent treatment and the treatment has been pre-approved by Europæiske FRV.
- m) Continued treatment and hospitalization if you refuse *repatriation* when Europæiske ERV has decided that you should be repatriated.
- n) Induced abortion.
- o) Costs arising because you have not followed the instructions of the treating *physician* or Europæiske ERV.
- p) Substitution, replacement or repair of *prosthetic devi*ces, spectacles, contact lenses, hearing aids or other functional aids.
- q) If you have been advised not to commence the trip by a physician.

#### Precautions / Security directives

- Alcohol, narcotics, sedatives or other intoxicants should not be used in such manner that you expose yourself to risk of injury.
- Medical care and treatment must be verified with receipts, medical certificates or equivalent original certificates
- The first visit to the physician / dentist must be made during the trip.

### 2. Personal assault

#### 2.1 What the insurance covers

 Compensation is paid for personal injury that you in the capacity of a private individual suffers through assault or other intentional violence during the journey.

#### 2.2 Maximum compensation

- Compensation equivalent to the amount that a wrongdoer, under Danish legal practice, would be sentenced to pay for a personal injury in accordance with the applicable Law on Liability for Damages if the personal injury had been sustained under similar circumstances in Denmark.
- The maximum compensation is DKK 500,000 per insured per trip.

#### 2.3 Limitations / Exclusions

Several injuries are considered as one claim if they arose on the same occasion.

Compensation is not paid for injury you suffer when:

- You have subjected yourself to the risk of injury without due cause.
- You, linked to the personal injury, were guilty of a willful act that can result in fines or greater punishment under Danish law.
- You were injured by a close relative or someone who is co-insured.
- the injury's occurrence or extent was directly or indirectly caused by or linked to war, warlike events, civil war, revolution, uprising or riots.
- You were injured in the performance of your profession or service or other gainful activity.

Nor is compensation paid:

If the damages / indemnification for costs is paid by another party, e.g. the perpetrator, or the state / municipality or if the damages / indemnification has been paid from another insurance / insurance company.

#### 2.4 Precautions / Security directives

If you do not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

If the injury leads to the prosecution of the party that caused the injury, you, if Europæiske ERV so requests, shall pursue the case for damages in the court, for which Europæiske ERV pays the legal costs.

#### 2.5 Documentation in the event of a claim

- Police report for the reporting of the assault.
- You must consult a physician or a hospital immediately after the assault and a physician's certificate must be completed.
- Relevant medical and health information.

# 3. Luggage delay

#### 3.1 What the insurance covers

The insurance covers reasonable and necessary costs for:

 Reasonable replacement purchases as for example clothing and toiletries if your checked-in *luggage* is delayed on the outbound journey and does not arrive at your *destination* at the same time as you do.

#### 3.2 Maximum compensation

The amount is up to DKK 600 per insured, per day for up to a maximum of three 3days. The total maximum amount cannot exceed DKK 1,800 per insured or per piece of *luggage*.

#### 3.3 Limitation / Exclusions

The insurance does not apply:

- a) For costs that are paid by the transport company or other sources by law, statute, convention or claim for damages.
- b) When delay is due to bankruptcy or intervention by authorities.
- c) In the event of strikes, industrial actions or lockout already in existence, or publicly declared before your departure.
- d) For transport costs for retrieving your *luggage* or making purchases.

#### 3.4 Precautions / Security directives

- The purchases must be made during the actual travel, in direct connection to the delay and before the *luggage* is delivered from the carrier.
- All delays must be verified by a P.I.R. (Property Irregularity Report).
- All costs must be verified by original receipts.

# 4. Missed departure

# 4.1 Delay on the way to the place of departure or missed connection

#### 4.1.1 What the insurance covers

The insurance covers *necessary* and reasonable additional costs for reaching your final destination when you, due to unforeseen events, fail to arrive at the departure point in time to board the public transport on which you are booked to travel, outbound as well as homebound, and therefore miss your originally scheduled, booked departure or your connection.

#### 4.1.2 Maximum compensation

- New ticket up to the standard of the original booking.
- Up to DKK 2,000 in total per day per insured for additional expenses for accommodation, meals and local transport.
- Toiletries and clothing may also be covered if accommodation at a hotel is necessary and your *luggage* cannot be handed out to you.

#### 4.1.3 Limitations / Exclusions

Your missed departure must be due to an unforeseen and unpreventable event occurred on your direct way to your point of departure

The insurance does not apply:

- a) If the official minimum transfer time, i.e. the *minimum* connecting time stated by the common carrier in the time table has not been observed.
- b) For costs that the transport provider, tour organizer or other sources are required to pay in accordance with law, regulations, conventions or claims for damages.
- c) When delay is due to bankruptcy of the common carrier or to intervention by authorities.
- d) In the event of strike, industrial action or lockout.

#### 4.1.4 Precautions / Security directives

It is a condition of coverage that you have examined local weather and traffic conditions in reasonable time prior to departure, that may require you to calculate longer transport time.

#### 4.2 Replacement car prior to departure.

#### 4.2.1 What the insurance covers

The insurance covers a replacement car in case you are unable to start your motoring holiday because your private car,

prior to your departure, sustains damage in your *country of residence*. The car must be covered by the car's comprehensive insurance. Coverage is conditional on the car not being in legal condition and/or not being able to drive properly as a result of the damage. If the car does not have comprehensive insurance you will be covered by this travel insurance if the damage would have been covered by a standard Nordic comprehensive insurance policy.

The insurance will reimburse:

- a) Costs related to the hiring of a replacement car from 2 days before the scheduled *departure time* from your *country of residence* until the day after your scheduled return home. In all cases, the cover will cease no later than 30 days after your departure or on the day the period of insurance ends, depending on which of the 2 dates comes first.
- b) As a rule, compensation will be provided for the same type of car as your own, but Europæiske ERV reserves the right to provide a larger or smaller car.

The replacement car should be hired with free mileage and must be hired through a car rental company in your *country of residence* in accordance with Europæiske ERV's instructions. The hired car is subject to the rental company's contract conditions, including liability and comprehensive insurance. The replacement car is collected from and returned to the car rental firm's address personally by you.

#### 4.2.2 Maximum amount

The maximum amount is DKK 25,000 per trip.

#### 4.2.3 Limitations / Exclusion

The insurance does not cover:

- a) Costs related to the hiring of a motorcycle, camper van or trailer, mobile home etc.
- b) Costs for fuel, oil, windscreen washer fluid etc.
- c) Costs related to picking up or returning of a replacement car.

#### 4.2.4 Documentation in case of a claim

- Original receipts for any costs paid by you.
- Documentation of the booking for *holiday accommodation*.
- Documentation from workshop or claims handling from your car insurance company proving the damage of your car.

### 5. Evacuation

#### 5.1 When does the insurance cover?

The insurance covers evacuation, which means when the authorities issue decrees or orders that people must leave an entire area in the event of war, natural disasters or other life-threatening circumstances, and that urgent action is required to get into safety. Thus, it is only an evacuation when the Ministry of Foreign Affairs in your home country or other national or local authority at the destination in the affected area confirms that evacuation is required.

#### 5.2 What the insurance covers

The insurance covers *reasonable* and *necessary* additional *costs* for:

- Transportation to the Nordic countries, in the event that the Ministry of Foreign Affairs in your country of residence or other national / foreign authority have advised against all travel or recommend evacuation from the area where you are currently staying, due to acts of terrorism, natural disasters, outbreak of war / war-like situation or imminent danger of life-threatening epidemics.
- Food and accommodation, clothing and local transportation in connection with the evacuation to the *Nordic countries* or travel to the nearest safe place and changed accommodation are covered up to a maximum of DKK 15,000 per insured, per trip.

#### 5.3 Maximum compensation

The maximum compensation is *reasonable and necessary costs* if not otherwise stated above.

#### 5.4 Limitations / Exclusions

The insurance does not cover any claims that may occur:

- a) If you travel to or within areas where the local authorities / the Ministry of Foreign Affairs in your country of residence or Health protection agency have issued a travel warning against all travel or have recommended evacuation.
- b) If, in connection with the danger of life-threatening *epidemics*, there is a known vaccine against the disease.

Compensation is not provided where help can be obtained from other sources, for example through the tour operator, carrier or authority.

Your concern or fear alone does not entitle you to compensation.

#### 5.5 Precautions / Security directives

Compensation is granted for additional costs. This means, for example, that you must have a prepaid return ticket and/or a prepaid hotel/holiday home reservation that cannot be used or refunded. Costs for "Evacuation" must be pre-approved by Europæiske ERV.

#### 5.6 Documentation in the event of a claim

- Documentation for the incident that resulted in the evacuation. Travel documentation or other documentation showing the duration and the purpose of the trip.
- Original receipts for any costs paid by you.
- Documentation of prepaid expenses.
- Documentation of any reimbursement of prepaid expenses (e.g. airport taxes and fees).

### 6. Search and rescue

#### 6.1 What the insurance covers

The insurance covers *reasonable* and *necessary* costs for police, civilian or military search and / or rescue if you have been reported as missing to the police or other public authority for at least 24 hours, and have been seen alive within the last 5 days and your place of stay has been confirmed.

Costs are paid in the event that the local authorities are demanding payment or as a guarantee of payment before the search or rescue operation is commenced.

Compensation is paid for search and rescue up to a maximum of 14 days from the time of disappearance, within a radius of 50 kilometres of the place at which you were last seen.

#### 6.2 Maximum compensation

The maximum amount is DKK 100,000 per insured per claim or DKK 300,000 per claim. If several people are being searched for as a group, the search costs will be distributed equally between the number of persons involved being insured by Europæiske ERV.

#### 6.3 Limitations / Exclusions

The insurance does not cover:

- a) Search and rescue in connection with kidnapping or hijacking.
- b) Costs that are covered by public authorities.
- c) Costs Europæiske ERV would not have had if we had arranged the search.

#### 6.4 Precautions / Security directives

Costs for search and rescue must be pre-approved by Europæiske ERV.

#### 6.5 Documentation in the event of a claim

- Police report or other documentation from authorities.
- Travel documentation or other documentation for your destination showing the duration and the purpose of the trip.
- Original receipts for any costs paid by you.

# 7. Crisis therapy

#### 7.1 What the insurance covers

The insurance covers costs for professional crisis response counselling service.

#### 7.1 A) Crisis therapy for you as insured

If you are involved in a major accident, *natural disasters*, *acts of terrorism*, *war or warlike* situations or life-threatening *epidemics*.

The crisis counseling service will be provided at the place / location of the accident / incident. The crisis help ceases when you arrive to your *country of residence*, at the latest. The maximum compensation in a) is DKK 10,000 per insured and per claim.

#### 7.1 B) Crisis counselling for relatives

If you have been involved in *natural disasters*, acts of terrorism, war / warlike situations or life-threatening *epidemics* and where your *relatives* ask for crisis help.

The insurance covers expenses for professional crisis counsling service by telephone for your *close relatives*.

If Europæiske ERV considers that your *relatives* are in need of crisis therapy on reception, face-to-face, the insurance will cover *reasonable* and necessary transportation costs in their *country of residence*.

The maximum compensation is DKK 10,000 per claim.

#### 7.2 Limitation / Exclusions

The insurance does not cover for events:

- If you travel to or within areas where the local authorities / the Ministry of Foreign Affairs in your country of residence or Health protection agency have issued a travel warning against all travel or have recommended evacuation.
- If, in connection with the danger of life-threatening *epidemics* there is a known vaccine against the disease.

#### 7.3 Precautions / Security directives

Expenses for "Crisis therapy for insured parties" and "Crisis therapy for *relatives*" must be pre-approved by Europæiske ERV.

# 8. Personal liability and legal expenses coverage

#### 8.1 Liabiliy

#### 8.1.1 What the insurance covers

The insurance covers in situations where you, as a private individual, become liable for causing the personal injuries or property damages of a third party under the statutory provisions on non-contractual liability in the country where the incident has occurred. The incident must have been caused by you during a trip.

The insurance covers:

- a. Reasonable and customary costs incurred when determining liability and the extent of compensation.,
- b. The amount you become liable for, according to the applicable and statutory provisions on non-contractual liability, of the country where the incident / accident occurred.
- c. Damage to rented accommodation / hotel and contents.

Expenses are paid upon approval and in consultation with Europæiske ERV.

#### Europæiske ERV's undertakings

In case you may be held liable to pay compensation for damages under this cover, Europæiske ERV has the right and obligation, on behalf of you, to:

- investigate whether you according to the legislation of your destination are liable for damages;
- negotiate with the party claiming damages;
- plead the case of the insured in court or arbitration proceedings.

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

#### 8.1.2 Maximum compensation

Personal injury: DKK 10,000 000 per claim Damage to property: DKK10,000 000 per claim

Regardless of whether one and the same injury event causes both personal injury and property damage, the maximum amount of compensation is DKK 10,000 000.

The maximum amount that Eurupæiske ERV may be responsible for paying compensation for an injury event is DKK 10,000,000, if several insured persons travelling together are required to pay compensation, even if the event is covered by one or more policies purchased from Europæiske ERV. If multiple injuries or accidents occur at the same time, it is assessed as one injury if they are caused by the same liability action/incident.

If you are liable to pay damages for injury to a person who is domiciled in Denmark the amount of compensation that will be paid from this insurance will be limited to reasonable compensation for such personal injury in accordance with Danish law.

#### 8.1.3 Limitations / Exclusions

Liability coverage does not apply for:

- a. Claims arising out of or incidental to contracts (with the exception of section 8.1.1 regarding rented accommodation / hotel).,
- Claims arising in connection with your occupation or work.
- c. Pure economic loss, i.e. economic losses that have occurred, and that have no connection with personal injury or property damages.
- d. Loss, damage or injury for which you has assumed liability, which is over and above the statutory provisions governing non-contractual liability.
- e. Damage / injury that you have inflicted on a *close relative* or *co-insured*.
- f. Loss of or damage to property that the you have rented, leased, borrowed, manufactured, processed, repaired, stored or has dealt with other than purely temporarily.
- g. Loss, injury or injury due to wear and tear.
- h. Loss, damage or injury caused by animals.
- Claims arising as a consequence of that you have transmitted disease to another person by infection or otherwise.
- j. Loss or damage for which you may be held liable as the owner of property or apartment or the owner of leasehold rights.
- k. Liability for damages caused while using motor vehicles, caravans, trailers or aircraft, para-gliders, hang-gliders or other similar devices. The exception does not apply to electrically powered wheelchairs.
- I. Liability for damages caused while using marine crafts which are 3 meters or more in length with sail or motor or marine craft less than 3 m in length whose engine power exceeds 3HP.,
- m. Loss, damage or injury resulting from serious negli gence or intentional action.
- n. Fines or similar demands imposed on you.
- o. Random accidents.
- p. Nuclear damages.
- q. Damages, the course or extent of which, directly or indirectly, have been caused by or are connected with war, war-like event, civil war or revolution.
- Expenses that have been incurred because a ship or aircraft was required to alter its travel route due your iniuries.
- s. Disputes that can be brought before an approved Consumer Complaints Board in either Denmark or in the country where you have been met with a claim.

#### 8.1.4 Precautions / Security directives

#### 8.1.4.1 Filing a claim

A claim for which Europæiske ERV may be liable to pay compensation for, must be reported to Europæiske ERV without delay.

#### 8.1.4.2 Obligation to provide information

You have an obligation to submit to Europæiske ERV without delay, relevant documents and other information that may be significant for the assessment of the claim. If the insured, with fraudulent intent, provides, withholds or conceals any information that is of significance for the assessment of the claim, the insurance will cease to be in force.

#### 8.1.4.3 Obligation to take appropriate measures

You have a duty, to the best of your ability, to avert imminent damages, or to endeavour to limit damages that have already occurred.

This means, amongst other things, that:

- You have an obligation to limit the effects of the incident that may entail liability to pay damages;
- You have a duty to cooperate to ensure that any right of recourse against a third party is preserved.

If you neglect your duty to follow these directives, this may entail a partial or total reduction in the amount of compensation.

#### 8.1.4.4 Summons and legal counsel

If you are summoned to appear before a court, or is advised that such summons is forthcoming, this must be reported to Europæiske ERV immediately. If you fail to observe these obligations, a court order regarding liability to pay damages cannot be referred to Europæiske ERV nor will litigation or arbitration court costs be compensated.

#### 8.1.4.5 Settlement out of court

If you, without Europæiske ERV's prior consent, assume liability to pay damages, endorses claims for compensation, or pays compensation, this is not binding on Europæiske ERV.

You are obliged if Europæiske ERV so wishes – to cooperate in negotiations to reach settlement out of court with the injured party. If Europæiske ERV has declared a preparedness to accept settlement out of court with the party demanding damages, Europæiske ERV shall be discharged from any obligation to meet any subsequent costs or damages or to carry out a further investigation.

#### 8.1.4.6 Penalty interest

Europæiske ERV will not pay any interest incurred because of delay by you to meet your obligations as stated in these security directives.

#### 8.1.5 Documentation in the event of a claim

- Police report, acknowledgement of the report to the police or the claim report.
- Name and contact information for all implicated persons.
- Original bill or receipt for repair.
- Travel documentation or other documentation for the price, destination, duration and purpose of the trip.

#### 8.2 Legal expenses

#### 8.2.1 What the insurance covers

The insurance applies to specific and ongoing legal disputes arising during your trip abroad which could be brought before a county court, or equivalent court / panel or which, after trial in such a court, can be tried by the courts of appeal of the Danish Supreme Court or equivalent court(s) abroad.

The insurance covers *necessary* and *reasonable* expenses for:

- a. Your own and your counterparty's legal fees you may be instructed to pay after the dispute has been tried at one of the courts stated above.
- b. Legal costs that are incurred in the event of a settlement during legal proceedings, which you have undertaken to pay the opposite party, on the condition that it is evident that the court would have instructed you to pay legal costs amounting to a greater sum if the dispute had been tried.
- c. Expert reports.
- d. Unilaterally obtained specialist reports.
- e. Legal costs in disputes both your own costs and such costs you may be instructed to pay after the dispute has been tried at one of the courts stated above.

The insurance also covers *necessary* and *reasonable* travel expenses resulting from you being summoned as a witness or for questioning at a court abroad.

#### 8.2.1.1 Choice of representative

In order for compensation to be paid, you must engage an appropriate representative taking into consideration your domicile, the location where the dispute will be tried as well as the nature and extent of the dispute.

#### 8.2.2 Maximum compensation

The maximum compensation is up to DKK 100,000 per trip.

There is an excess of 10% of the overall claims costs. However, the minimum amount of the excess is DKK 2,500. If an appeal is lodged, the excess applies to every instance. There is no excess if the economic conditions for legal aid in the country in which the case is instituted are met.

#### 8.2.3 Limitations / Exclusions

The insurance does not cover:

- a. Civil court cases arising from disputes between you and the travel agency, the trip organizer, the transport provider or Europæiske ERV.
- b. Legal disputes that are directly or indirectly related to the execution of your business, including work placement matters.
- c. Family and inheritance matters.
- d. Criminal cases
- e. Damage for which you may be held liable as the owner, user or driver of motor vehicles, caravans, trailers or aircraft, para-gliders, hang-gliders or other similar devices.

#### 8.2.4 Documentation in the event of a claim

- Report to Europæiske ERV, submitted by you or your attorney as soon as the attorney has accepted the case on and before further steps are taken.
- Identification of and information about the counterparty.
- Allegation(s) made in the case.
- Particulars of the claim in brief, specifying the allegations on which the case can be supported.
- Information about which process steps of a cost incurring nature are planned or exceptionally, may be initiated, including specification of the risks involved in the process.
- Any additional information relevant to the case.

# 9. Winter sports

Optional. Applies only if stated in your insurance policy / booking confirmation.

#### 9.1 What the insurance covers

With this additional cover your insurance is extended to cover claims arising from your participation in *winter sports*. Please refer to the sections on the individual covers to determine what the insurance will reimburse. Your policy will state which covers apply to you.

#### 9.2 Documentation in the event of a claim

Please refer to the individual covers to determine the types of documentation we may ask for.

# 10. Luggage cover

Optional. Applies only if stated in your insurance policy / booking confirmation.

#### 10.1 What the insurance covers

The insurance covers loss, damage or theft.

The insurance covers items intended for personal use that you bring on the trip or acquire during your trip. The damage or loss must be due to a sudden and unforeseen event.

The insurance covers the following items:

- a) Personal items including leased or borrowed property and gifts purchased during the trip up to a maximum of DKK 10,000, whereof a maximum of DKK 1,000 for sport equipment.
- b) *Travel documents* up to DKK 2.000 per insured, per trip, maximum DKK 10.000 per person, per claim per claim.
- c) Cash, up to DKK 2,000 per insured, per trip, maximum DKK 5,000 per claim.

The insurance also covers verified *reasonable and necessary additional costs* which occur as a direct result of indemnifiable claim events:

 Connected with efforts to block charge cards, credit cards, or travel costs incurred in connection with submitting a police report, and similar up to DKK 2,000 in total.

#### 10.1.2 Valuation and payment of compensation

The insurance covers direct financial loss, corresponding to the replacement price which applied immediately prior to the insurance incident. This means the amount of compensation can be affected by the age, wear and tear, modernity and usefulness of the item.

The following are, for example, not considered to be direct financial loss:

- a. Sentimental value.
- b. Loss of earnings.
- c. Value of your own work for the production of photographs, films, recordings, computer programs, models and similar items or the value of your own work and efforts after damages.
- d. Losses that may arise from the use of bank cards / credit cards, telephone- / SIM-cards or similar, cheques and misuse of accounts, irrespective of whether this can be deemed to have taken place lawfully or unlawfully.

Europæiske ERV has the right to determine the form of compensation, e.g. cash payment, a new, second hand or repaired item and also where any purchase or repair shall take place.

#### Valuation table

Deduction for age, calculated from the purchase date in % of the new price.

The decuction does not exceed 80 % if the item was in working order at the time of the claim event. The table is non-exausting.

Item	1 year	2 years	3 years	4 years	5 years				
Glasses	0 %	0 %	40 %	60 %	80 %				
Bicycles	0 %	0 %	40 %	60 %	80 %				
Tools, electronic instruments and measuring devices	0 %	20 %	40 %	60 %	80 %				
Clothes and other items	0 %	0 %	40 %	60 %	80 %				
Watches < DKK 5,000	0 %	0 %	40 %	60 %	80 %				
Watches > DKK 5,000	Valued at market value								
Furs > DKK 10, 000	Valued at market value								
Gold / jewellery	Valued at market value								
Books / antiques	Valued at market value								
Photos/tape recordings	Compensation is paid for the replacement cost of the raw materials.								
Make-up / perfume / hygiene articles	Compensation of 50 % is paid if the packaging is broken.								
Mobile phones / Handheld computers / tablets / GPS	If the item is older than 6 months compensation of 50 % is paid. For older items a deduction of 20 % per year is made, maximum 80 %.								
Videos / video cameras Radios / TVs / Stereo systems Cameras / accessories Computers / accessories	If the item is older than 6 months compensation of 50 % is paid. For older items a deduction of 10 % per year is made, maximum 80 %.								

Items for which you have received compensation become the property of Europæiske ERV. If the replaced item is found recovered, you must contact and return the refunded item to Europæiske ERV or refund the amount of compensation that was received.

#### 10.2 Maximum compensation

The maximum compensation is stated above.

#### 10.3 Limitations / Exclusions

The insurance does not apply for:

- a. Goods intended for sale or processing, sample collections, samples of merchandise, demonstration items, gift advertising articles or similar.
- b. Stamps, coins and bank notes with collector's value, manuscripts, drawings or valuable documents.
- c. Animals.
- d. Motor vehicles, caravans or other type of trailers.
- e. Steamboats, motorboats, water scooters or sailboats.
- f. Hovercraft, hydro-copter, aircraft, hot air balloon, paraglider, wind glider or similar conveyances.
- g. Additionally, the insurance does not apply for parts or equipment or fitments for the above-mentioned vehicles and conveyances.

Compensation is not payable for:

- a) Damage to or loss of luggage in transit that is reported without the original P.I.R. (*Property Irregularity Report*).
- b) Theft-prone property in luggage that is checked-in.
- c) Superficial damages such as scratches or similar damages that do not have substantial effect on usability.
- d) Money, travel documents and theft-prone items which were forgotten, lost or misplaced, left in a motor vehicle, handed over for transportation, checked in, or given to the care of another person beyond your immediate control and supervision.
- e) Theft-prone property that has been left in a motor vehicle during over-night parking (Over-night parking includes the hours between 20.00 08.00).
- f) Claims that can be compensated from other sources by law, other statutes, conventions or claims to indemnity.
- g) Claims that have been compensated from other insurance.

The insurance does not apply for items that you, prior to departure from the temporary residence or when returning to the temporary residence, leave in a motor vehicle for longer time than is normally required for immediate loading or unloading.

#### 10.4 Precautions / Security directives

In order to qualify for full compensation, you must handle your property with care so that theft and damages are prevented as far as possible. You must also be able to prove your claims with receipts / documents on the value of the lost / damaged items. It is important to know that *theft-prone* property, fragile or particularly valuable property requires special supervision.

Requirements concerning standards of care also mean that:

- Means of transportation and temporary residence shall not be left unlocked or with open windows. Temporary residence includes e.g. apartment, hotel room, passenger cabin or similar.
- Money, travel documents and theft-prone property must be locked into a suitcase, safety deposit box, drawer or similar when you leave the temporary residence.
- Theft-prone property may not be left in a motor vehicle or kept in luggage that is checked in or is transported by other person / means beyond your immediate control and supervision.
- Particularly valuable property must, wherever possible, be checked in separately and with special arrangement.
- Bottles or other containers with liquids contents may not be placed in *luggage*.

Failure to meet the requirements to exercise standards of care may result in reduced or no compensation. The amount of the reduction depends on the circumstances, for example the nature of negligence and its significance to the claim and the value of the property. Gross negligence will entail a substantial reduction of or no compensation.

#### 10.5 Documentation in the event of a claim

- Police report from local authorities in the event of theft or loss.
- P.I.R. (*Property Irregularity Report*) from the airline if your *luggage* is lost or damaged whilst in the care of the airline.
- Original receipts, certificates of guarantee etc. showing the age and the cost of the item / items.

# 11. Sport equipment optional

(Optional. Applies only if stated in the insurance policy / booking confirmation.)

#### 11.1 What the insurance covers

If your private or rented sport equipment is:

- Delayed or damaged during public transport, or stolen during the trip the insurance covers:
- Rental of equivalent equipment during the trip up to DKK 10,000 per insured, per claim.

If your private or rented *sport equipment* is stolen during the trip or damaged whilst being used the insurance covers: Purchase of equivalent equipment up to DKK 30,000 per insured, per claim.

#### 11.3 Limitations / Exclusions

The insurance does not cover:

- Loss or theft if the equipment has not been locked in or has not been under your supervision.
- Superficial damages, such as scratches or similar damages that do not have substantial effect on usability.
- Rental expenses once your personal sports equipment is handed over to you.

#### Valuation table - Sport equiptment

Item	1 year	2 years	3 years	4 years	5 years
Skis / snowboard / other <i>winter sport</i> equipment and accessories to such items	0 %	0 %	40 %	60 %	80 %
Golf equipment and accessories to such items	0 %	0 %	40 %	60 %	80 %
Diving equipment and accessories to such items	0 %	0 %	40 %	60 %	80 %
Surfboard	0 %	0 %	40 %	60 %	80 %
Electronic sport equipment and devices	0 %	20 %	40 %	60 %	80 %
Other sports equipment	0 %	0 %	40 %	60 %	80 %

#### 11.2 Maximum amount

The maximum amount for:

- Rental of equipment is DKK 10,000 per insured per claim.
- Purchase of equivalent equipment up to DKK 30,000 per insured per claim.

#### 11.4 Precautions / Security directives

- In order to receive compensation you must exercise duty of care to ensure that theft, loss or damage is prevented as far as possible.
- Forgetfulness is an indication that requirements concerning duty of care have not been observed, and this will result in reduced or no compensation.

#### 11.5 Documentation in case of a claim

- Police report from local authorities in the event of theft or loss.
- P.I.R. (*Property Irregularity Report*) from the airline if your *luggage* is lost or damaged whilst in the care of the airline.
- Original receipts, certificates of guarantee etc. showing the age, make and cost of the items.

# 12. Personal accident - disability and death

Optional. Applies only if stated in the insurance policy / booking confirmation.

#### 12.1 What the insurance covers

The insurance covers permanent disability of at least 5 % and death due to a *bodily injury* sustained during the trip.

#### 12.1.1 Disability

The degree of disability is assessed once your condition has stabilisedmeaning that your state of health is no longer expected to improve or change significantly. However, the degree of disability will if possible be determined no later than 3 years after the *bodily injury* occurred, but may be deferred as long as necessary on the grounds of medical experience or with reference to the available rehabilitation facilities.

The assessment of the degree of disability is based on the injuries and symptoms that objectively can be established as being caused by the accident. The disability compensation constitutes the percentage of the capital amount corresponding to the level of disability.

The degree of disability is assessed by Europæiske ERV according to the medical level of disability according to the disability scale of the Danish Labour Market Insurance that was applicable at the date of the injury, without taking account of your profession or *leisure interests*.

It is a condition for the payment of compensation for degree of disability that you are alive at the time of payment.

If you disagree with the degree of disability assessed by Europæiske ERV, you have the opportunity to obtain an opinion from Arbejdsmarkedets Erhvervssikring (AES). If the AES sets the degree of disability higher than assessed by the Europæiske ERV, then Europæiske ERV applies this degree for payment and also refunds the fee to AES.

#### 12.1.2 Death Compensation

The right to compensation in the case of death exists if the bodily injury causes your death within 3 years of the accident.

If compensation for permanent disability has already been paid for the same *bodily injury* by Europæiske ERV or if entitlement to such compensation exists but it has not yet been paid out the disability compensation will be deducted from the death compensation.

#### 12.1.2.1 Beneficiaries

The compensation will be paid to your closest *relatives* or, where no such relative exists, your legal heirs unless you in writing have informed a named beneficiary to Europæiske ERV.

#### 12.2 Maximum compensation

The maximum limit of coverage in case of:

- Disability is DKK 500,000 per insured per trip.
- Death is DKK 25,000 for persons below the age of 18 years.
   For persons at the age of 18 years and above the maximum amount in case of death is DKK 100,000.

#### 12.3 Limitations / Exclusions

- Under no circumstances can the level of disability used for calculating compensation exceed 100 %.
- A pre-existing disability cannot lead to a higher degree of compensation than it would if such a disability had not been present.
- In the event of a bodily injury during a flight you receive compensation only if you have been a passenger on an aircraft of designated nationality in regular service or on charter. Passengers are considered to be only those persons on board who do not have a task related to the flight.
- The insurance does not cover:
- Conditions due to illness, bodily defect or deformity, or pathological changes.
- Where the physical infirmity can be assumed to have resulted in a worsening of the consequences of the injury, compensation is only paid for the consequences arising independently of the physical infirmity and only due to the bodily injury.
- Disability or loss of life resulting from you being infected with a disease, virus, bacteria or other infectious matters.

#### 12.4 Documentation in the event of a claim

- Information regarding the name and address of the treating physician / hospital at your destination.
- Copy of the medical report or medical record in connection with the accident
- Police report, if such a report was made.
- Relevant medical and health information.
- Death certificate.
- Europæiske ERV may ask for an autopsy to be carried out and may also ask to see the result of the autopsy.

### General terms

#### Limitation

If self-inflicted intoxication is the main or contributory factor of the claim, this may result in reduced or denied compensation.

#### General exclusions

The insurance does not cover costs which – irrespective of the insured's state of mind or sanity – relate to, are caused by or have arisenas a direct or indirect consequence of:

- a) Willful or grossly negligent actions or omissions from the insured.
- b) The abuse of alcohol, narcotics or medication, involvement in fights, self-inflicted effects of narcotics or other intoxicating substances.
- c) alcohol-intoxication, if the intoxication is a contributory factor in the claim. However, this does not apply to the cover for "Illness and injury", "Repatriation", "Escort", "Summoning "Curtailment", "Search and Rescue", "Evacuation", "Crisis therapy for insured parties", "Crisis therapy for relatives", "Physiotherapy and Chiropractic" and "Medical malpractice".
- d) Active participation in war, riots etc.
- e) Indirect losses.
- f) Strikes, lock-outs, arrest, commandeering or other measures enacted by public authorities of any kind, including operating losses, additional costs, lost turnover, etc. or compensation for tort or violation, unless it is stated otherwise under the conditions for the individual cover.
- g) Nuclear processes or reactions, release of atomic energy, ionizing radiation, irradiation from radioactive fuel or waste, or chemical or biological agents.
- h) Cases where you oppose or do not follow instructions issued by Europæiske ERV.
- i) Travel to countries / areas to which the Foreign Ministry has issued a travel warning against all travel. However, insured parties who are already in a country or area at the time the country or area when the travel warning is issued will be covered for a period of up to a maximum of 14 days on the condition that you leave the area / is evacuated on the first available opportunity after which all cover in the area in question ceases.
- j) Expenses that can be indemnified from another source according to law, other statute, convention or damages.
- k) Costs covered by other insurance according to the description under Double insurance in general conditions.
- Winter sports, unless you have purchased the supplement "Winter Sports"
- m) Motor racing where two or more persons compete against each other using motor vehicles (excluding Go-karts)
- n) Professional sports and training for them.
- o) Participation in scientific expeditions.
- Craftmanlike activities, offshore activities, manufacturing activities, policing activities, machinery operation, mining activities, oil refinery, assembly and breakdown activities, firefighting and work

performed by pilots.

- q) Cases where you refuse repatriation.
- r) Damage that was anticipated prior to departure.
- s) Medical travel.
- t) Accidents during a flight unless the insured is a passenger on board a nationally registered aircraft. Being a passenger means the insured not having or not performing a function or task before, during and after the flight.

In cases where Europæiske ERV are put at risk of acting in breach of international sanctions, Europæiske ERV are not obliged to provide cover for damages.

#### Premium

The premium is based on the selected covers, the age of the insured and sums insured.

#### Collecting of premium

When collecting payment of the premium, the non-life insurance fee / insurance premium tax is calculated and added to the premium in accordance with the applicable law on fees for non-life insurance policies or any other fees payable to the government.

The premium must be paid in accordance with the payment information and deadlines stated on the invoice in order for the insurance to be valid.

#### First premium

It will appear from the invoice on the first premium payment when the insurance will lapse if payment is not made in due time.

In case of delayed premium payment the insurance lapses and possibly the right to ongoing compensation lapses thereafter.

#### Applicable law and legal venue / jurisdiction

The Danish Insurance Contracts Act applies to this insurance agreement and terms and conditions, if not specifically stated otherwise.

Any dispute arising from the insurance agreement must be subject to Danish law and can be decided by City Court ("Byretten") of Copenhagen, Denmark."

#### **Dual** insurance

The insurance does not cover costs or pay out compensation for claims which have already been covered by another insurance or credit card. Each company however are liable towards you and / or policyholder as if that company alone was liable for the claim, but with a right of recourse and division of the liability between the insurance companies in proportion to the respective liability amounts.

### General terms

Dual insurance does not apply to the cover "Personal accident – Disability and Death".

In case of a claim the insured is obligated to inform Europæiske ERV of any other insurance taken out with another company and / or whether the insured has a bank- or credit card with insurance cover.

#### Recovery of compensation

To the extent that the insured and / or the policyholder have received compensation from this insurance, Europæiske ERV is fully and completely subrogated in all the insured's rights towards third parties. Third parties are defined as companies and public authorities both domestic and abroad who are, or can be made, liable to pay compensation or a contribution in connection with any case regarding a claim under this insurance.

#### Fees

Europæiske ERV can impose and change fees for services provided and charges to the extent that such changes are required to ensure that Europæiske ERV's actual costs are covered. General increases and new fees are published on Europæiske ERV's website and will not be implemented until one month after they have been published on the website. You can also obtain an overview of any charges by contacting Europæiske ERV.

#### Inaccurate or false information

It is important that the information, including health information, given to Europæiske ERV is precise and correct. If information is withheld or incorrect answers are given to questions that could have an impact on Europæiske ERV's assessment of a claim, compensation may be reduced or cancelled.

#### Filing of a claim and payment of compensation

The insured must register the claim as soon as possible by filling out a claim form on our website: <a href="https://www.erv.dk">www.erv.dk</a>.

If it is not possible for the insured to fill out the claims form online, a claims form can be required by contacting Europæiske ERV. Information on required documents, in addition to the claim form, can be found in these terms and conditions under the applicable insurance section.

Europæiske ERV shall pay the compensation no later than one month after the insured have registered the claim and submitted the information we require to be able to handle the claim.

#### Right to withdrawal

There is no right to cancellation for travel insurance policies providing cover for up to 30 days.

In case of travel insurance policies providing cover for more than 30 days the following right of cancellation applies:

- a) You have the right to cancel in accordance with the law on insurance agreements in force at any given time.
- b) The deadline for the right of cancellation is 14 days. The deadline is calculated from the day on which the insurance terms and conditions are sent to you/received by you, but no earlier than the time at which you have received notification that the insurance agreement has been completed. If, for example, you receive the insurance terms and conditions on Monday the 1st you have up to and including the 15th to withdraw. If the deadline expires on a public holiday, a Saturday, Sunday or Constitution Day, you can wait until the next working day.
- c) You must inform Europæiske ERV that you have changed your mind about the agreement before the expiry of the cancellation deadline. If this notification is sent by post you must send the letter before the expiry of the deadline. If you wish to ensure that you have given notification in due time you should send the letter by registered post and retain the receipt.

Notification that you have changed your mind about the agreement should be send to:

#### Europæiske ERV

Frederiksberg Allé 3 1790 Copenhagen V Denmark info@erv.dk

#### Cancellation of the insurance by you or us

The travel insurance will cease automatically when the policy period expires.

The insurance can be cancelled in writing by you or by Europæiske ERV when there is at least 30 days' notice until the expiry of the policy period.

In addition, you can always cancel the insurance by giving 30 days' notice to the end of a calendar month. If you take advantage of the opportunity to cancel the insurance with a shorter notice period, Europæiske ERV is entitled to charge a fee.

#### Cancellation by you or us in connection with a reported claim

Following every reported claim, you or Europæiske ERV can cancel the insurance by giving 14 days' notice. The insurance must be cancelled in the interval between the reporting of the claim and up to 14 days following Europæiske ERV's payment or rejection of the claim. We will not refund the premium if you cancel the insurance in the event of a claim.

### General terms

Instead of cancelling the insurance with the same notice, we can also choose to apply restricted terms and conditions to your insurance policy if we become aware of any special risks, for example in your claims history.

Such restricted terms and conditions may for example include, the requirement for prior approval for forthcoming expenses or limitations to the cover.

#### Personal data processing and disclosure of information

Europæiske ERV values your privacy. We will only use your personal data for legitimate legal insurance related purposes and only retain your data for the duration required by our operational purposes and applicable law. Europæiske ERV will only disclose your personal data to third parties when it has a legal purpose, for example, when it is needed to fulfil our agreement with you. You also have the right to request, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europæiske ERV in writing if you do not want your personal data to be processed for purposes that concern direct marketing.

You have the right to ask us to delete the personal data. Please note that in some cases when you make such a request of personal data, we may not be able to honour your request as this may result in us not being able to fulfil our legal obligations or if there is a minimum statutory period of time for which we have to keep your personal data. If this is the case then we will let you know our reasons. Read more on our web page erv.dk.

The address is:

#### Europæiske ERV

Kundeambassaden Frederiksberg Allé 3 1790 København V Denmark

Requests for correction of personal ID numbers can be made to the same address.

In the event of a claim, Europæiske ERV is entitled to disclose the information received from the insured and/or policyholder to Europæiske ERV's international network, including our central control unit and service offices. Furthermore, Europæiske ERV can request to seek information on your state of health and treatment from the physicians and hospitals that have treated you. Europæiske ERV may request that you sign a so-called "medical release" giving Europæiske ERV the right to request medical information.

#### Complaints

If you are not satisfied with the service or claims handling provided,

please contact the employee you have been serviced by. If you still are not satisfied with our service or claims handling, your complaint should be sent in writing to:

#### Europæiske ERV

Frederiksberg Allé 3 DK - 1790 Copenhagen V

FAO: Customer Embassy E-mail: <u>customerembassy@erv.dk</u>

If you are not content with Europaiske ERV's handling of your complaint, you may turn to the following authority outside Europæiske  ${\sf ERV}$ 

# Ankenævnet for Forsikring (The Insurance Complaints Board)

Anker Heegaards Gade 2, 1 DK - 1572 Copenhagen V +45 33 15 89 00 (between the hours of 10.00 and 13.00) www.ankeforsikring.dk

The complaint must be submitted on a special complaints form, which you can obtain from:

- Europæiske ERV
- Ankenævnet for Forsikring
- Danish Insurance Association Philip Heymans Allé 1 2900 Hellerup
  - +45 41 91 91 91 (between the hours of 10.00 and 13.00)

You will be charged a fee when submitting the complaint form.

#### Public court

Even if your case has been reviewed by The Insurance Complaints Board, you can apply to a court of law. Assistance with the costs of a court action may be available through:

- Legal expenses insurance or,
- Legal aid, that may contribute to your legal costs, depending on your income.

#### Transfer of rights and compensation claims

No person may pledge or in any other way transfer the rights conferred upon him / her by way of this insurance in any other way without Europæiske ERV prior written consent.

#### Public cover

Europæiske ERV is not obliged to cover expenses which are already covered wholly or partially by any scheme, programme or similar, funded by any government, including Rejsegarantifonden, regardless of whether the coverage is direct or indirect.

## **Definitions**

Act of terrorism: An action, including – but not limited to – violence or threats to use violence, committed by one or more persons, irrespective of whether they are working independently or in connection with one or more organizations and / or authorities, committed for political, religious, ideological or ethnic reasons or justifications, including those acts committed with the intention of influencing a government and / or to spread fear among the public or sections of the public. In order to characterise the action as terrorism, it is a requirement that the action is designed to influence a government and / or to spread fear among the public or sections thereof.

**Additional costs:** Costs you have to pay exclusively as a result of a covered claim. If the costs would have been paid regardless of the claim, they are not regarded as *additional costs*.

**Arrival time:** Date and time (local time) specified by the travel agent etc. in an itinerary etc.

**Assault:** Event where one or more persons physically attack a person / persons, for example for robbery or rape.

**Au pair placement:** Placement in which you reside abroad and carry out childcare duties and light housework for a family.

**Bodily injury** is a sudden, externally induced impact on the body which leads to an immediate, visible injury. In the event of arms and legs being injured it is not a requirement that it is an externally induced impact.

**Co-insured:** A person who has a travel insurance with Europæiske ERV as you, having the same outward and return travel time as you and who is travelling along with you throughout the entire journey.

Close relative refers to spouse / partner / registered partner, children, foster children, stepchildren, siblings, parents, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law. The parents and siblings of partners and registered partners, in these terms and conditions, are equivalent to parents-in-law, brother-in-law and sister-in-law.

Closest relatives: Always defined according to the relevant legislation at the time of death. As of October 2017, according to the relevant applicable legislation, immediate relatives are defined as: The deceased's spouse, registered partner or partner who has been registered in the The Central Office of Civil Registration as living at the same address as the insured party for at least 2 years. If there is no spouse, registered partner or partner, the immediate family is defined as the deceased's heirs of the body (children or grand-children). Otherwise, the immediate family is defined as the deceased's heirs according to their will and testament.

**Co-traveller:** A person whose name is on the same ticket or participant certificate as you or who can prove that he / she has purchased a trip in order to travel together with you.

**Country of residence** is the country where you have your permanent residence.

**Dentist**: Physician specialized in dental problems or dental surgeon.

**Departure time:** Date and time of your departure point in a your country of residence.

**Destination**: The trip's destination.

**EEA countries:** Iceland, Liechtenstein, Norway and the *EU countries* as defined below. Overseas departments, colonies or areas belonging to the aforementioned countries are not covered unless they are specifically mentioned above.

**Emergency dental treatment:** Treatment that must be carried out immediately in order to minimize the extent of the damage, for example immediate pain relief or treatment.

**Emergency / unforeseen illness:** Sudden new illness, justified suspicion of a sudden new illness or sudden unexpected worsening of chronic existing ailment.

**Employment:** Paid or unpaid work in your employer's or your own company's interests.

**Employment abroad:** Covered paid or unpaid work abroad whereby you do not travel in your employer's or your own company's interests.

**Epidemic:** Rapid and uncontrollable spread of an infectious disease to a large number of people within a specific area and within a relatively short space of time.

**Established travel route:** Travel route that can be documented by means of an account of a journey from the travel agent, purchased air, train or bus tickets and / or booked overnight accommodation.

**EU countries:** Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal (including the Azores), Romania, Slovakia, Slovenia, Spain (including the Canary Islands), Sweden. Overseas departments, colonies or areas belonging to the aforementioned countries are not covered unless they are specifically mentioned above.

**European Health Insurance Card:** A free card that gives you access to medically necessary, state-provided healthcare during a temporary stay in any of the EU countries, Iceland, Lichtenstein, Norway and Switzerland, under the same conditions and at the same cost (free in some countries) as people insured in that country. Cards are issued by your national health insurance provider.

**Europæiske ERV Alarm:** Our own alarm-center. The alarm center is open around the clock all year and can provide guidance in medical matters, direct you to the nearest care supplier and issue payment guarantees. Our service offices, Euro-Centers, help you on the spot with information, advice and claims. More information can be found at <a href="https://www.euro-center.com">www.euro-center.com</a>.

**Extended Europe:** EU/EEA and the following countries: Albania, Algeria, Andorra, Belarus, Bosnia and Herzegovina, the Channel Islands, Egypt, the Faroe Islands, Gaza, Gibraltar, Greenland, Iceland,

## **Definitions**

Isle of Man, Israel, Jordan, Lebanon, Libya, Macedonia, Morocco, Moldova, Monaco, Montenegro, Palestine, Russia (up to the Ural Mountains), San Marino, Serbia (including Kosovo), Switzerland, Syria, Tunisia, Turkey, United Kingdom, Ukraine, the Vatican City and the West Bank. Overseas departments, colonies or areas belonging to the aforementioned countries are not covered unless they are specifically mentioned above.

**Family:** Spouse, registered *partner*, *partner*, children, foster children, step-children, grandchildren, children-in-law, parents, foster parents, parents-in-law, siblings, step-siblings, grandparents, sister-in-law, brother-in-law.

**Foster children:** Children registered at the same home address as you and for whom you have been approved by local authorities as the child's guardian.

**Health protection agency** In Denmark: Statens Seruminstitut and/or Sundhedsstyrelsen.

**Holiday accommodation:** Rented summerhouse, rented holiday apartment, rented holiday cabin or hotel room.

**Luggage:** Belongings which you have brought with you on a trip, such as hand *luggage* or checked-in *luggage*. Belongings you have purchased and / or acquired on the trip are also covered.

**Medical travel:** All forms of travel undertaken for the sole purpose of receiving treatment at a clinic, hospital etc.

**Minimum connecting time:** The time the airline and / or airport states in their time tables as necessary for transfer. If you have not checked in to your final *destination*, 1 hour must be added to the official transfer time.

**Natural disaster:** A non-human-induced, catastrophic situation that triggers the forces of nature, including earthquakes, volcanic eruptions, hurricanes / typhoons / cyclones, storms, tornadoes, floods, tidal waves and tsunamis.

**Nordic countries:** are Denmark, Finland (including Åland), Iceland, Norway and Sweden.

**Official travel allowance:** Amount equivalent to the tax-free work-related travel allowance as stated in section 9c of the Danish Tax Assessment Act (Ligningsloven). The rate applicable is the rate paid out for travel distances between 25 and 120 km.

**Outpatient:** A patient who receives medical treatment without being admitted to a hospital.

**Partner** is a person with whom the insured cohabits under conditions similar to marriage and who is registered as being resident at the same address. A requirement for classification of *partner* is that neither party is married to, nor is the registered *partner* of, any person other than the person with whom the insured cohabits.

**Pre-existing condition:** A medical condition existing at the time when new insurance is applied for.

**Professional sport:** Any sport that does not fall under the following definition of amateur sport: Amateur sport is practiced for your own pleasure without contractual obligations to a club, individual, club sponsor etc. and without the sportsman / woman receiving any form of remuneration other than their travel and accommodation costs paid. Sports clothing, apparatus etc. which the sportsman / woman receives or is provided with, and any minor prizes, including cash prizes which the sportsman / woman has the chance to win in connection with playing his / her sport are not regarded as remuneration.

**Prosthetic devices:** Artificial limbs, including false dentures and teeth.

Reasonable and necessary costs are necessary costs that Europæiske ERV, with due consideration to the actual circumstances, could reasonably expect to be standard and customary in the place where the costs are incurred.

**Relatives:** Spouse, registered partner, partner, children, step-children, grandchildren, children-in-law, parents, foster parents, parents-in-law, siblings, step-siblings, grandparents, sister-in-law and / or brother-in-law.

**Step children:** Children who are not your biological children and where you are married to or live with (registered at the same home address) the children's biological parent.

**Study trips:** Trips you undertake in connection with your studies in Denmark and where you are not registered with an educational institution abroad.

**Repatriation:** Transport prescribed by a physician from the country in which the claim originates to your *country of residence*. *Repatriation* is normally by air ambulance or a standard scheduled or chartered flight in accordance with Europæiske ERV's assessment.

**Return journey home:** Travel back to the *Nordic countries* whereby you travel as a healthy person in the same class or lower as the originally booked journey home.

**Scientific expeditions:** Expeditions to areas where the local public authorities require you to have a special permit in order to go there.

**Security directives** are instructions concerning certain procedures or provisions that are intended to prevent or limit damages, or concerning specific qualifications of the insured.

**Sports equipment:** Golf equipment, diving equipment, surfing equipment, *winter sports* equipment, cycles, hunting equipmen.

**Stable:** When your existing or chronic ailment has been *stable* without any form of aggravation within the last 2 months. Aggravation is defined as, for example, hospitalization, a change of medication, visits to the doctor over and above normal check-ups, referral for examination and / or treatment. If your condition has worsened without visiting a physician and the condition is not in a *stable* good phase.

# **Definitions**

**Step children:** Children who are not your biological children and where you are married to or live with (registered at the same home address) the children's biological parent.

**Study trips:** Trips you undertake in connection with your studies in Denmark and where you are not registered with an educational institution abroad.

**Travel period:** The number of days the planned trip is to last according to the *travel documentation*. A travel period starts the moment you leave your *country of residence* and lasts until the moment you are scheduled to come back to *country of residence*.

#### Theft-prone items / property includes:

- Computers, phones, electronic devices.
- Objects wholly or partly of precious metal, genuine pearls and gems.
- Antiques and works of art and genuine (handmade / Oriental) carpets, clocks, furs and clothing of fur.
- Apparatus / equipment / instruments (including accessories and soft-ware for such property) intended for production, storage, processing, transfer and playback of sound, text, figures or images.
- Musical instruments.
- Tools, electronic instruments and measuring devices.
- Wines and spirits.
- Weapons.

**Travel documents** are tickets, passport, telephone cards, restaurant and hotel vouchers, ski-lift cards, green-fee cards and traveller's cheques.

**Winter sports:** The act of skiing, snowboarding, tobogganing or practice of any other kind of winter sport.

**Work placement:** Unpaid period of work or training with a company, organisation, institution etc. abroad which is part of your training in Denmark.

