

# INSURANCE CONDITIONS

## COLLECTIVE ACCIDENT INSURANCE

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|--------|--|---|--------|---|----|
| 1      | WHO THE INSURANCE APPLIES FOR .....                                | 3 | 19     | GENERAL CONTRACT CONDITIONS .....                               | 9  |
| 2      | WHEN THE INSURANCE IS APPLICABLE.....                              | 3 | 19.1   | Insurance term.....   | 9  |
| 3      | WHERE THE INSURANCE IS APPLICABLE ...                              | 3 | 19.1.1 | Insurance term .....  | 9  |
| 4      | INSURED INJURY EVENTS .....  | 3 | 19.1.2 | Renewal of the insurance policy .....                           | 9  |
| 5      | INSURANCE AMOUNT .....   | 3 | 19.2   | Premiums and premium payments .....                             | 9  |
| 6      | CASUALTY .....   | 3 | 19.2.1 | Supplemental premium payments during the<br>insurance term..... | 9  |
| 6.1    | Scope.....   | 3 | 19.3   | Duty of disclosure and risk increase.....                       | 9  |
| 6.2    | Exceptions.....  | 3 | 19.3.1 | Risk increase.....  | 9  |
| 6.3    | Costs that are reimbursed .....                                    | 4 | 19.3.2 | Annual submission of information.....                           | 9  |
| 6.3.1  | Medical expenses .....   | 4 | 19.3.3 | Incorrect or incomplete information .....                       | 10 |
| 6.3.2  | Dental expenses .....  | 4 | 19.4   | Rescue obligation .....   | 10 |
| 6.3.3  | Travel expenses .....  | 4 | 19.5   | Recovery .....  | 10 |
| 6.3.4  | Additional costs .....   | 4 | 19.6   | Double insurance.....   | 10 |
| 6.3.5  | Personal property.....   | 5 | 19.7   | Force majeure.....  | 10 |
| 6.3.6  | Rehabilitation costs .....   | 5 | 19.8   | Limitations .....   | 10 |
| 7      | DISABILITY AND DEATH COMPENSATION...5                              |   | 19.9   | Continuation insurance.....                                     | 10 |
| 7.1    | Medical disability.....  | 5 | 19.10  | Laws .....  | 10 |
| 7.2    | Review of medical disability.....                                  | 5 | 19.11  | Personal Information Act (PUL 1998:204) .....                   | 10 |
| 7.3    | Financial disability .....   | 6 | 19.12  | Injury Report .....   | 10 |
| 7.4    | Resources in the event of disability .....                         | 6 | 20     | IF YOU ARE NOT SATISFIED WITH YOUR<br>CLAIMS SETTLEMENT .....   | 11 |
| 7.5    | Death benefits .....   | 6 | 20.1   | Counselling and review outside S:t Erik .....                   | 11 |
| 7.6    | Review of financial disability .....                               | 6 |        |   |    |
| 8      | DISABILITY AND PERMANENT INJURY.....6                              |   |        |   |    |
| 8.1    | Review of disability and injury .....                              | 7 |        |   |    |
| 9      | PAIN AND ACHES .....   | 7 |        |   |    |
| 10     | SCARS.....   | 7 |        |   |    |
| 11     | CRISIS THERAPY.....  | 7 |        |   |    |
| 12     | DEATH REGARDLESS OF CAUSE .....                                    | 7 |        |   |    |
| 13     | HIV AND HEPATITIS .....  | 7 |        |   |    |
| 14     | COMPENSATION FOR HOSPITAL CARE UP<br>TO THE AGE OF 25.....         | 7 |        |   |    |
| 15     | JOINT EXCEPTIONS AND LIMITATIONS.....7                             |   |        |   |    |
| 15.1   | Illegal actions .....  | 7 |        |   |    |
| 15.2   | Airline accidents.....   | 8 |        |   |    |
| 15.3   | War injuries.....  | 8 |        |   |    |
| 15.4   | Radiation injuries .....   | 8 |        |   |    |
| 16     | INDEMNIFICATION RULES.....8  |   |        |   |    |
| 16.1   | Special indemnification rules .....                                | 8 |        |   |    |
| 16.2   | Reduction of compensation .....                                    | 8 |        |   |    |
| 16.2.1 | Cause of the insurance case .....                                  | 8 |        |   |    |
| 16.2.2 | Security provisions .....  | 8 |        |   |    |
| 16.2.3 | When reductions are not allowed to be made .....                   | 8 |        |   |    |
| 17     | EXCESS.....  | 8 |        |   |    |
| 18     | ACTIONS IN THE EVENT OF AN INJURY.....8                            |   |        |   |    |
| 18.1   | Rescue obligation .....  | 8 |        |   |    |
| 18.2   | Reporting an injury .....  | 8 |        |   |    |
| 18.3   | Police reports.....  | 8 |        |   |    |
| 18.4   | Engagement of medical care .....                                   | 9 |        |   |    |
| 18.5   | Compensation claims and obligation to provide<br>information ..... | 9 |        |   |    |
| 18.6   | Consent to Information.....  | 9 |        |   |    |
| 18.7   | Damaged property .....   | 9 |        |   |    |

## 1 Who the insurance applies for

It is always the Swedish insurance schedule and the complete Swedish insurance terms and conditions that are used in the event of a loss adjustment. The insurance applies to the person/groups of persons stated in the insurance policy - the insured party/parties. The insurance applies to any person enrolled in activities organized by the municipality, unless otherwise stated in the insurance policy.

The municipality is the insured party and has the exclusive right to enter into a contract with the insurer regarding changes or termination of the policy and to receive termination notification regarding the policy. The insured person is the owner of the policy that relates to him or her.

## 2 When the insurance is applicable

The insurance is valid between the dates and during that time (operation time or full-time) as specified in the insurance policy (the policy term).

Operation time - The time the insured party is participating in insured activities, as well as trips to and from the same.

Full-time: 24 hours per day, including leisure time and holidays.

Full-time insured pupils that complete their primary and secondary education at the end of the spring term continue to be covered until

1 September the year they graduate from the school.

The insurance applies to ordinary activities in the school, classroom and recess and also travel to and from these activities. The policy also applies to other activities arranged by the school and training periods included in the curriculum, leisure activities, sports, outings, field trips, school trips and other activities organized and approved by the principal or equivalent.

## 3 Where the insurance is applicable

The insurance is applicable in the Nordic countries. The insurance is also valid for stays outside the Nordic countries for a maximum of 365 consecutive days.

## 4 Insured injury events

The insurance covers the compensation defined in subsections 5-14 below and stated in the insurance policy.

## 5 Insurance amount

The insurance amount for each insured person totals no more than the amounts stated in the policy.

Thus, unless otherwise stated in the conditions, during the individual coverage, compensation is based on the size of the insurance amount at the time of the accident.

If several injured parties are entitled to claims for damages for an injury covered by the insurance, but the insurance amount is not sufficient to satisfy everyone's claim, the insurance compensation shall be calculated in relation to each injured party's legitimate claim.

If there is particular reason to assume that multiple claims that are covered by the same insurance amount are to be expected, the insurance company does not need to pay higher compensation than what is stated in the first paragraph. However, this does not apply if there is no reason to fear that any victim himself must be responsible for his injury or if it has been two years since the first claim was reported.

To the extent that the insurance company has paid more than it owed the company, it is responsible for injuries reported at a later date up to the amount that is stated in the first paragraph. The amount that the insurance company pays in excess of the insurance amount may be required to be paid back by the policyholder.

## 6 Casualty

### 6.1 Scope

The insurance covers accidental injury occurring during the policy period in accordance with paragraph 2 above. An accidental injury is a body injury that the insured party suffers involuntarily through a sudden external event, in other words, violence to the body from external forces).

In these conditions, accident corresponds to bodily injury caused by:

- frostbite, sunstroke or heatstroke. The day such injury occurs is considered to be the time of the accident;
- drowning, Achilles tendon ruptures, twisting injuries to the knee, sprains and ruptures caused by exertion.

### 6.2 Exceptions

Injuries that occur as a result of what is stated below are not considered to be accidents:

- unilateral movements (repetitive strain injury);
- chewing and biting;
- infection by bacteria or viruses or other infectious agents, nor infection or poisoning by ingestion of food or drink, or hypersensitivity reaction;
- use of medical preparations, intervention, treatment or examination not due to accidental injuries that are covered by this insurance policy;
- deterioration of health conditions if this deterioration, in accordance with medical experience, was likely to have occurred even if the accident had not happened;
- birth;
- that the event that caused the accident was essentially due to the insured party being under the influence of intoxicants, sleeping pills, narcotics, or through use of pharmaceuticals in an incorrect manner.
- voluntarily inflicted injuries

### 6.3 Costs that are reimbursed

Compensation is paid for necessary and reasonable costs incurred due to the accident that shall not be compensated for elsewhere in accordance with laws, statutes, conventions, other insurance or collective agreements. For the insured that are not entitled to compensation from the Swedish Social Insurance Agency, compensation is paid only for those expenses that would have been compensated if that right had existed.

Compensation is payable for a maximum of 5 years from the time of injury.

Costs resulting from accidents outside the Nordic region will primarily be subject to compensation by separate travel insurance or travel insurance included in home insurance. If such insurance is applicable with excess, compensation will be provided for this.

#### 6.3.1 Medical expenses

The insurance covers necessary and reasonable medical expenses, medications, treatment and aids prescribed for healing of the injury.

Special provisions:

- Compensation is only provided up to the high-cost ceiling.
- No compensation is paid for private hospital care.
- Compensation is not paid after the definitive medical disability compensation has been paid.

#### 6.3.2 Dental expenses

The insurance pays compensation for necessary and reasonable costs for treatment of teeth or dentures damaged in the mouth. The costs must be approved by the insurance provider before the treatment begins. However, reasonable costs for emergency treatment shall be reimbursed even if there has not been time to obtain approval.

For treatment in Sweden, the insurance will only pay compensation for treatment covered by dental insurance.

If, at the time of the accident, there are abnormal changes in health or changes due to age, or dental treatment is required for injured teeth, compensation is paid only for those costs that are assumed to have arisen as a result of the injury or that the changes or need for treatment had not existed when the injury occurred.

If treatment, according to the dentist, must be postponed because of the insured party's age, this can be done until the insured reaches the age of 25.

If the insurance has provided compensation for final treatment for the dental injury, no additional compensation will be provided. However, if there is an unforeseen change for the worse after the end of treatment and is due to the accidental injury, compensation for treatment as a result of the change for the worse will be paid. However, such treatment shall be made no longer than 5 years after the final treatment was carried out.

Special provisions:

- In the event of accidental injuries that occur outside Sweden, compensation is only paid for necessary emergency treatment to alleviate pain.
- For persons who have the right to free dental care, compensation is paid only for emergency treatment.
- Chewing and biting injuries are not considered to be accident cases.

#### 6.3.3 Travel expenses

Compensation is paid for necessary and reasonable travel expenses related to care and treatment during the acute illness period that is prescribed by the doctor/dentist. Travel costs are compensated for at the maximum of the national insurance contribution that is stated in the National Insurance Act (1962:381), and shall be approved in advance by the insurer.

Compensation is also paid for travel during the emergency illness period between a permanent residence and school or regular place of work with special transport in order to carry out regular occupational work or to participate in school work, if prescribed by a physician. The costs must be pre-approved by the insurer.

Payment is made for transport home as a result of the accident. Compensation can also be paid for the insured party's travelling companion who assists the insured. Initially, compensation shall be taken from separate travel insurance or travel insurance included in home insurance. If such insurance is applicable with excess, compensation will be provided for this.

#### 6.3.4 Additional costs

If the accidental injury has entailed medical treatment, compensation may be paid for the insured party's necessary and unavoidable additional costs that arise during the acute healing period as a result of the accidental injury.

Additional costs are considered to be, for example;

- costs for guardian visits to healthcare facilities where a child is staying because of an accident covered by this insurance;
- costs for travel, food and lodging if a teacher or other person designated by the municipality must accompany the insured party to a care institution or an extended stay on a school trip where the insured party is cared for while away from home.

Special provisions:

- Compensation is not paid for the loss of work income or other financial losses.

### 6.3.5 Personal property

Payment is made for clothing and other belongings normally worn on the body that have been damaged by the accident that leads to medical or dental appointments.

Special provisions:

- No compensation is paid for sporting equipment.

### 6.3.6 Rehabilitation costs

Compensation is paid for necessary and reasonable expenses for medical rehabilitation. Rehabilitation refers to measures of a medical nature to improve the insured party's ability to function by enabling him, given his injury, to live an active life. Measures referred to are those taken after completion of treatment for the accidental injury.

Compensation is provided for examinations, treatment and care, including physical therapy that takes place at rehabilitation clinics where care is given that is financed by public funds. Compensation may also be paid for rehabilitation if it is performed at comparable healthcare providers outside the public health system.

Special provisions:

- Rehabilitation shall be time-limited.
- All phases of rehabilitation must be referred by a physician.
- Compensation is paid for costs corresponding to the patient fee for publicly financed care.
- For hospital care, compensation is provided for that portion of the patient fee that exceeds normal living expenses per day.
- Compensation for rehabilitation abroad is paid only in those cases where the Swedish health authority approves treatment.
- For travel in connection with rehabilitation, compensation is paid for the least expensive means of travel that the state of health permits. Travel expenses are reimbursed with the national insurance contributions for medical travel as stated in the National Insurance Act (1962:381). No travel costs are paid for rehabilitation outside the Nordic region.
- For stays outside the domicile in connection with rehabilitation, compensation is paid for costs for such additional expenses for accommodations that are directly connected with the rehabilitation. The costs must be pre-approved by the insurer.
- No compensation is paid if compensation from governmental or municipal authorities is affected.

Special provisions:

- Compensation is not paid for the loss of work income or other financial losses.

## 7 Disability and death compensation

Compensation is provided for accidents leading to permanent medical or financial disability and as a result of death due to an accident.

## 7.1 Medical disability

Medical disability is the insured party's permanent physical or mental disability as a result of accidental injury, as objectively determined independently of the insured party's work capacity, profession, working conditions or leisure activities. Medical disability also includes permanent pain, loss of internal organs and loss of the sense organs. If the lost body part can be replaced by a prosthesis, the extent of disability is determined taking into account the prosthetic function. Entitlement to disability compensation occurs if an accidental injury causes disability within three years of the accident and at least 12 months have passed since the accident.

Determination of the final extent of disability shall, if possible, be made within three years of the accident, but may be delayed as long as this, in accordance with medical experience or with respect to existing rehabilitation possibilities, is necessary. The extent of medical disability is calculated according to a joint table that is used by the Swedish insurance industry.

As soon as the definitive extent of disability is established, compensation is paid for that portion of the insurance amount that corresponds to the determined extent of medical disability.

Special provisions:

- The total extent of disability as a result of one and the same accident can total a maximum of 100%.
- If the insured party's functional capacity was already previously impaired due to physical defect, or if deterioration occurred later without any connection to the accident, the corresponding extent of medical disability is not included. Physical defects refer to illness, increasing poor health, disability and pain or other bodily injuries.
- If the insured party, at the time of the injury, has turned 65, the maximum insurance amount that is stated in the insurance policy is reduced by seven percentage points for each year of age exceeding 64, however, at the lowest, two basic amounts.
- If the insured party dies before the definitive extent of disability could be established, disability compensation is granted to the estate in the amount corresponding to the established medical extent of disability that existed at the time of death. Compensation is not payable if death occurs within 12 months from the time of injury.

## 7.2 Review of medical disability

A review can be made if the accidental injury involves a substantial and permanent impairment of body function after compensation has been determined and paid out. The review cannot take place after more than five years from the date the extent of disability was initially established.

### 7.3 Financial disability

Financial disability is a permanent impairment of the insured person's work capacity as a result of the accidental injury. Work capacity is considered permanently reduced when all the possibilities to work in other occupations have been exhausted and all the possibilities for rehabilitation have been investigated.

The right to compensation is reviewed if the accidental injury resulted in medical disability of at least 20% and if the accidental injury results in permanent impairment of work capacity with at least the percentage indicated in the insurance policy.

Determination of the extent of disability is based on the loss of working capacity that the accidental injury resulted in and is determined by the insurer. The Swedish Social Insurance Agency shall have granted medical compensation in accordance with the law regarding general insurance (1962:381) with at least the same percentage as the extent of disability.

Final settlement is made and disability compensation is paid, in the proportion to the amount of the insurance that corresponds with the determined financial extent of disability, at the earliest, when medical benefit payments have begun.

Special provisions:

- If the insured party, at the time of the injury, had reached the age of 46, the insurance amount by which the compensation is calculated will be reduced by five percentage points for each year of age exceeding 45.
- If the insured party, at the time of injury, receives partial, temporary sickness compensation or partial sickness benefits, the maximum disability compensation that is paid corresponds to the loss of working capacity.
- If the insured party, at the time of injury, has temporary disability pension or full disability pension, no compensation is paid.
- If the insured party, at the time of injury, is being cared for in a type of institution referred to in section 16 of the disability compensation and care allowance act (1998:703) no compensation is paid. However, compensation will be paid if the insured party becomes fully capable for work/completes regular schooling during a consecutive period of at least two years before the insured party reaches the age of 19 and is not simultaneously being cared for in an institution or has been entitled to care allowance in accordance with what is stated above.
- Compensation is not paid out if the insured party dies before the right to compensation has arisen.

### 7.4 Resources in the event of disability

In addition to the disability capital that is paid, compensation will be paid for a maximum of 3 years from the time of injury for the cost of resources that doctors prescribe as necessary in order to alleviate the disability condition, and which are not required by law or special provisions to be paid from another source. The costs must be pre-approved by the insurer.

### 7.5 Death benefits

Compensation is paid to the estate if the insured party dies due to the accidental injury within 3 years of the accident.

### 7.6 Review of financial disability

A review may be made if the compensation-entitled accidental injury results in the level of activity-compensation or sickness compensation being raised after the insurer has paid compensation for financial disability. The right to appeal expires ten years after the compensation is determined and initially paid out.

## 8 Disability and permanent injury

Disability is a permanent, impairing physical defect, such as lameness, loss of an arm or leg, or similar. Permanent pain is enduring pain and discomfort, or suffering associated with, for example, loss of smell or taste, or impairment of sense of hearing.

The right to compensation for disability or permanent pain is applicable for accidental injuries that lead to established medical disability. The amount of compensation is based on the extent of medical disability and calculated in accordance with the Road Traffic Injuries Commission's table that is applicable at the time of payment.

Compensation is paid when the accidental injury results in permanent disability and pain and the condition is stationary. Final Assessment and definitive establishment of the extent of disability is made within 5 years from the time the injury occurred.

Special provisions:

- The total extent of disability as a result of one and the same accident can total a maximum of 100%.
- If the insured party's functional capacity was already previously impaired due to physical defect, or if deterioration occurred later with no connection to the accidental injury, the corresponding extent of medical disability is not included. Physical defects refer to illness, increasing poor health, disability and pain or other bodily injury.
- If the insured party, at the time of the injury, had reached the age of 65, the insurance amount by which the compensation is calculated will be reduced by five percentage points for each year of age exceeding 65.
- If the insured party dies before the definitive extent of disability could be established, disability compensation is granted to the estate in the amount corresponding to the established disability and pain that existed at the time of death. Compensation is not payable if death occurs within 12 months from the time of injury.

## 8.1 Review of disability and injury

A review can be made if the accidental injury involves a substantial and permanent impairment of body function after compensation has been determined and paid out. The review cannot take place after more than five years from the date the extent of disability was initially established.

## 9 Pain and aches

Compensation is paid for pain and aches as compensation for suffering and discomfort during the healing process after an accident. Compensation is provided if the accidental injury results in at least 25% inability to work, or inability to participate in regular activities, for more than 30 days, during the injury's normal acute treatment and healing time. If the injury was severe, compensation may be provided regardless of the 30-day regulation.

Inability, in accordance with the above, shall be confirmed by a certificate issued by a doctor.

The amount of compensation is determined and calculated according to the rules of tort liability for pain and suffering in effect at the time of payment (Traffic Injuries Commission table). Compensation is paid when the emergency healing period has ended.

Special provisions:

- Compensation is not provided if the accidental injury results in pain and suffering compensation from another source in accordance with law, convention, other insurance, or collective agreements.
- If the insured party receives reduced pain and suffering compensation from another insurance policy because of negligence or gross negligence, this insurance policy will not provide compensation for the difference between the two amounts.

## 10 Scars

Compensation is made for appearance-altering injuries in the event of amputations and for disfiguring scars, provided that the scar has been treated by a physician in connection with the accidental injury.

The compensation, as a result of an appearance-altering injury, in the event of amputations, is assessed depending on the body part that has been lost and the age of the injured party. Compensation for amputation includes compensation for commonly occurring scars. The amount of compensation is assessed based on the table defined by the Road Traffic Injuries Commission that is applicable on the payment date.

The size of compensation for scars is assessed depending where on the body the injury is located, taking into account the severity of the injury and the age of the victim. Compensation is assessed based on the table defined by the Road Traffic Injuries Commission that is applicable on the payment date.

The right to compensation takes effect only after completion of treatment and when it has been assessed that the scar will remain throughout the future, however, not earlier than one year from the date the accidental injury occurred. Compensation for cosmetic changes and amputations is provided regardless of

compensation for medical disability. The insurance covers only scars that are considered to be disfiguring in accordance with the Road Traffic Injuries Commission's tables.

Special provisions:

- Compensation is not paid if the insured party has reached the age of 65 at the time of the accident.
- Compensation is not paid if the insured party dies before the right to compensation has arisen.

## 11 Crisis therapy

Compensation is paid if the insured party suffers an acute psychological crisis due to:

- accidental injuries that occur during the insurance term and which, in connection with the injury, are treated by a doctor;
- assault, robbery, rape or other violent act that occurs during the insurance term and that is reported to the police in connection with the event.

Payment is made for reasonable costs for up to 10 sessions with a psychologist in Sweden.

## 12 Death regardless of cause

Compensation is paid to the estate of the insured party if the insured party, if he/she has not reached the age of 25, dies during the insurance term from another cause other than the accidental injury. An estate inventory will not be issued.

## 13 HIV and Hepatitis

The insurance covers infection by the HIV virus and Hepatitis, caused by prick wounds or lacerations suffered by the insured party during education, training and labour market policy activities. Compensation for such injuries is paid as a lump sum when the injury has been established.

## 14 Compensation for hospital care up to the age of 25

Compensation will be paid in the amount of SEK 100 per day if the accidental injury resulted in hospitalization for a period longer than three days for an insured party under the age of 25. Compensation is payable for a maximum of 90 days.

## 15 Joint exceptions and limitations

### 15.1 Illegal actions

The insurance policy is not applicable in the event of injuries due to illegal acts carried out by the insured party, for his beneficiary or legal heir.

## 15.2 Airline accidents

In case of an accident during flight, compensation is provided only if the insured party is a passenger on a nationality-designated aircraft. Only people on board who do not have an assignment or perform tasks associated with the flight are considered to be passengers.

## 15.3 War injuries

The insurance does not cover injuries associated with war, warlike events, civil war, revolution or rebellion.

If an injury has occurred outside Sweden by war or other unrest as stated here, the policy applies if the injury occurs within three months from the outbreak of the disturbance and if the insured party was staying in the area affected by the outbreak at the time it started. The insured party may not participate in acts of war or act as a war correspondent/reporter, etc.

## 15.4 Radiation injuries

Compensation is not payable for injuries when the injury is directly or indirectly caused by nuclear reaction (nuclear reaction, such as nuclear fission, nuclear fusion or radioactive decay).

# 16 Indemnification rules

## 16.1 Special indemnification rules

The insured party is not entitled to a higher compensation than the value of the actual injury. If the insured party fails to fulfil his obligations in accordance with this condition, compensation may be reduced.

The insurer shall pay compensation not later than one month after the insured party has reported the event and provided the information needed to handle the case.

If the insured party is entitled to a certain amount, the insurer shall pay this as soon as possible. The amount will be deducted from the final compensation.

For property that is repaired or replaced, compensation is paid when the insured party has shown that the property has been repaired or replaced.

The insurer pays penalty interest in accordance with the Interest Act if the payment is not made on time. If the delay is due to a police investigation or similar event, compensation will be paid according to the Central Bank's reference rate. Interest under these terms is not payable if it is less than SEK 100.

## 16.2 Reduction of compensation

### 16.2.1 Cause of the insurance case

The insurer is free from liability by an insured party who has initiated an insurance claim intentionally or through gross negligence. The same applies if the insured party can be

considered to have acted or failed to act in the knowledge that this involved a significant risk for the occurrence of an accident. If an insured party has aggravated the consequences of an insurance claim intentionally or through gross negligence, the insurer is discharged from liability to the insured party to the extent that these conditions influenced the injury.

### 16.2.2 Security provisions

If the insured party, in regard to the insurance claim, has neglected to comply with the safety regulations as stated by the policy or by a statute that the terms refer to, compensation from the insurance may be reduced as far as concerns the insured party in accordance with what is reasonable with consideration given to the relationship's connection with such injury, the intention or negligence that has occurred, and circumstances in general.

Safety regulation means a regulation about certain established lines of conduct or procedures that are designed to prevent or limit damage, or regarding certain established qualifications for the insured party or his employees of other assistants.

### 16.2.3 When reductions are not allowed to be made

Compensation may not be reduced because of:

- limited negligence;
- actions by someone who was seriously mentally disturbed or who was under twelve; or
- actions that were intended to prevent damage to person or property in such an emergency whereby the action was justifiable.

# 17 Excess

The insurance policy is valid without an excess

# 18 Actions in the event of an injury

## 18.1 Rescue obligation

See provision 19.6 below.

## 18.2 Reporting an injury

Injuries that may result in claims shall be reported to the insurer as soon as possible.

## 18.3 Police reports

Assaults must be reported to the police at the location where the injury occurred and the police certificate shall be sent to the insurer.

#### 18.4 Engagement of medical care

The insured party shall immediately engage a competent impartial doctor and be under continuous medical supervision during the period of illness. A doctor is considered to be a person who is registered in the Swedish Social Insurance Agency's list, or have a contract with a health organisation.

#### 18.5 Compensation claims and obligation to provide information

The insured party must submit specified demands for compensation and provide the information and documents that the insurer considers to be relevant in order to process the claim, without cost to the insurer.

Claims for reimbursement of expenses shall be supported by original documents.

The insured party is obligated to notify the insurer if there is any other insurance in force for the same event.

#### 18.6 Consent to Information

At the request of the insurer, consent shall be given, in order to assess the injury, for the insurer to have the right to obtain information from physicians, hospitals, other healthcare facilities, the Social Insurance Agency or other insurance institutions.

#### 18.7 Damaged property

Damaged items should be retained so that the insurer will be able to make an inspection.

### 19 General Contract Conditions

#### 19.1 Insurance term

##### 19.1.1 Insurance term

The insurance term starts as of 12:00 AM the initial day and is valid for one year unless stated otherwise in the insurance policy. However, if the insurance policy is subscribed to on the initial day of the insurance period, only from the time when the insurance contract was signed.

##### 19.1.2 Renewal of the insurance policy

At the end of the insurance term, the insurance policy is renewed whereby the policyholder pays the premium that the insurer has notified him of and sent by invoice.

If a higher premium or modified terms shall apply to the new insurance policy, the company shall give notification of this not later than when the invoice is sent out. The policyholder then has the right, not later than 14 days after the notice has been sent, to terminate the insurance contract so that it expires at the end of the insurance term or, if the insurance contract has been renewed, effective immediately.

If either party does not wish to renew the insurance, the counterparty shall be informed not later than three months before the end of the insurance period. If notification is given later, the insurance policy is extended by the same number of days that the notification was delayed.

#### 19.2 Premiums and premium payments

The premium must be paid when the policy period begins or, depending on when the premium billing occurs, within 30 days after the invoice for the premium is sent. If payment is not made within the time the insurer has allowed, the payment of premiums is considered late.

If the premium is paid later, but before the insurance contract is terminated, the insurer's responsibility begins on the day after payment.

##### 19.2.1 Supplemental premium payments during the insurance term

Supplemental premiums must be paid when the change becomes effective or, depending on when the premium billing occurs, within 30 days after the invoice for the premium is sent.

If the supplemental premium is paid later than what the insurer has stated, there is limited liability to the extent that applied before the change.

#### 19.3 Duty of disclosure and risk increase

##### 19.3.1 Risk increase

Premiums and insurance conditions are based on the information provided when the insurance was taken out or renewed. If the insured party has provided information, which he realizes or should have realized was inaccurate or incomplete, and this has resulted in too low a premium or overly favourable terms, the insurer's liability is limited. If the insurer, with knowledge of the correct circumstances would have failed to grant the insurance, the insurer is released from liability.

If the conditions that form the basis of the insurance policy change, the policyholder shall promptly and without delay notify the insurer of this. If the insured party, without reasonable cause, has failed to notify the insurer of any such changes that would have resulted in a higher premium or changed the conditions, the insurer's liability is limited in the same manner as stated above.

##### 19.3.2 Annual submission of information

It is the responsibility of the insured party, prior to each new insurance year, to notify the insurer of such changes that form the basis for the policy and affect the premium or the scope of the insurance coverage.

### 19.3.3 Incorrect or incomplete information

Premiums and insurance conditions are based on the information provided when the insurance was taken out or renewed. If the insured party has provided information that he has realized, or should have realized, is inaccurate or incomplete, or if the policyholder fails to provide information in accordance with 19.3.2, and this resulted in too low a premium or more favourable terms, the insurer's liability is limited to that which corresponds to the premium paid and the conditions that would have applied. If the insurer, with knowledge of the correct conditions, would have refused to grant insurance, no compensation will be paid if an injury occurs.

### 19.4 Rescue obligation

When an insurance claim is made or is likely to be imminent, the insured party, to the best of his ability, shall take measures to prevent or reduce damages and, if someone else is liable for compensation, to preserve the right the insurer may have against this other party.

If the insured party has intentionally neglected his obligations in accordance with the first paragraph, compensation may be reduced in regard to him in accordance with what is reasonable according to his conditions and other general circumstances.

The same applies if the insured party has neglected his obligations with the knowledge that it involved a substantial risk for an injury occurring, or otherwise through gross negligence.

### 19.5 Recovery

To the extent that the insurer has paid compensation for injuries, the insurer takes over the insured party's right to demand compensation from a counterparty or another party.

### 19.6 Double insurance

If a party, which is covered by this insurance policy, is also insured by another insurance policy and a restriction regarding double insurance is included in such policy, the same restrictions shall apply for both insurance policies. Liability is then divided between the policies in the manner specified in the Insurance Act.

### 19.7 Force majeure

The insurer is not liable for any loss that may arise if claims adjustment, payment of compensation or reconditioning of damaged property is delayed because of war, hostilities, civil war, revolution, insurrection or because of labour disputes, confiscation or nationalization, requisition, destruction of, or damage to, property by order of a government or authority.

### 19.8 Limitations

Anyone who is not satisfied with the insurer's decision regarding compensation loses his right if he does not bring legal action against the insurer within 3 years from the time he had knowledge that the claim was valid, and in any event, within 10 years from the earliest date the claim was able to be made valid.

However, the insurer may not reject the claim for such a reason if obtained before the time specified in the first paragraph, and the insured party, within 6 months from the date he received the insurer's position, brings court action regarding the claim.

### 19.9 Continuation insurance

Except for what is described under 2, the insurance is valid without cover protection upon the insured party's exit from the group.

The insurance policy applies without the right to continued insurance.

### 19.10 Laws

In general, for this insurance policy, the provisions of the Insurance Contracts Act apply.

Any disputes concerning the interpretation or application of this insurance policy or issues related to the contractual relationship shall be made in accordance with Swedish law in a Swedish court.

### 19.11 Personal Information Act (PUL 1998:204)

The personal information that the insurer collects about individuals in connection with the signing of the policy and in connection with the settlement of claims is necessary to enable them to administer the insurance and fulfil its contractual obligations, and otherwise satisfy the wishes that customers may have.

The insurer also has certain obligations to disclose information to authorities. This means that they must provide the information that authorities request from them. Every individual who is covered by the insurance is entitled, free of charge and once annually, to request information in writing from the insurer about the information they have about that particular person and how that information is used. No personal data shall be processed for purposes relating to direct marketing.

### 19.12 Injury Report

Injuries that occur must be reported to:

**Crawford & Co/Kommun Olycksfall**  
**Box 6044**  
**171 06 Solna**

Email: [sterik.olycksfall@crawco.se](mailto:sterik.olycksfall@crawco.se)  
Tel: 08-508 299 26

## 20 If you are not satisfied with your claims settlement

S:t Erik Försäkrings AB wants to provide personalized service and good personal contact. If you happen to be injured we want you to receive quick treatment for the injury and ensure that you get the compensation that you are entitled to under the insurance conditions.

If you are not satisfied with our claims adjustment, you can have the case reviewed. Get in touch with the insurance claims adjuster again. There might have been a misunderstanding, or new circumstances that can affect the case may have come to light. If you are still not satisfied, our claims adjusters are obligated to take up your claim for review by a higher authority within S:t Erik Försäkrings AB.

### *Swedish Consumers Insurance Bureau*

The Bureau is run jointly by insurance companies, the Financial Supervisory Authority and the Swedish Consumer Agency. Its mandate is to provide free advice and assistance in various insurance matters to private individuals (consumers) and to certain businesses.

Address: Swedish Consumers Insurance Bureau  
Box 24215  
104 51 Stockholm  
Tel: 08-22 58 00

### 20.1 Counselling and review outside S:t Erik Försäkrings AB

#### *Personal Insurance Board*

Issued at the request of the policyholder as a consumer advisory opinion in disputes between policyholders and insurance companies within health, accident or life insurance.

Address: Personal Insurance Board  
Box 24067 (Karlavägen 108), 104 50 Stockholm  
Tel: 08-522 787 20

#### *National Board for Consumer Complaints (ARN)*

The Board hears complaints from individuals, even regarding insurance issues. The review is free of charge.

Address: ARN  
Box 174 (Teknologgatan 8 C), 101 23 Stockholm  
Tel: 08-508 860 00

#### *General court of law*

Although the matter has been examined in any of the above boards, you can still turn to the courts. You can get assistance with costs associated with judicial review through

- general legal assistance that contributes to court costs after a review of income
- legal expenses insurance



S:t Erik Försäkrings AB Box  
16179

103 24 Stockholm

Visiting address: Beridarbansgatan 1

Telephone switchboard: 08-508 29 000

Telefax: 08- 652 59 16

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