

# Business Travel Insurance

## Insurance Conditions No. 00801





**Dear customer.**

We are very well aware of the fact that you sometimes fail to read the small print... However, when you travel the world and at some point may end up in a situation that requires help or support, everything that is written in small print becomes very important.

That is why we in this set of insurance conditions have made a special effort to collect all the information you need about your insurance. In these terms and conditions, you can find out where, how and under which circumstances we can help you. This gives you the personal safety and security that is vital for both you as a customer and us as an insurance company.

In the new edition, the insurance conditions have been thoroughly revised and modernized. We have taken into consideration all scenarios and situations, which are relevant to our globally orientated customers. That means we have improved even more in all areas since the last overhaul of our products and covers and of course our aim remains the same: We still guarantee our customers a very high service level and completely safety under all circumstances.

In fact, that is exactly what the small print says.



# Business Travel Insurance

## Contract based policy

Insurance Conditions No. 00801

In accordance with the Danish Act on Insurance Contracts

Valid from January 1st 2013

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# Special conditions

Unless otherwise stated in the Policyholders policy, the conditions below apply.

## Acceptance

It is a precondition for cover that Europæiske ERV has been informed about and has approved all foreign legal entities (branches, companies and the like) to be covered by the policy. Employees who do not reside in the same country as the company in which they are employed are only covered if such employees have been specifically accepted by Europæiske ERV. Irrespective of Europæiske ERV's accept of the policy, Europæiske ERV does not carry the responsibility to ensure that the policy contains covers which are mandatory as per the legislation of the country of residence.

## Administration

The Policy holder is obliged to state a contact-person, who among other things takes care of premium payments as well as distribution of any information from Europæiske ERV, including the information mentioned above.

In instances where the Policy holder permits a third party to act as administrator, information stated by third party will be regarded as information stated by the Policy holder.

The Policy holder is obliged to make sure that Europæiske ERV shall only receive information which the Policy holder is permitted to share.

## Right of transfer

In case of a partial or complete transfer of the insurance portfolio, Europæiske ERV is entitled to let the company which takes over the portfolio succeed to Europæiske ERV's rights and duties in full. Such succession may thus take effect without acceptance.

## Termination of the policy

As a supplement to item 33 – Duration and cancellation of the insurance, the following applies.

In case of a changed legislation, a changed interpretation or regulation of legislation result in Europæiske ERV no longer being able to offer the insurance or part hereof legally, Europæiske ERV reserves the right to terminate the policy with 6 months' notice

Termination in the wake of a reported claim as per the insurance conditions does not confer upon the Policy holder or Europæiske ERV the right to terminate the whole portfolio but only the claimant employee.

## Chapter 1 Preliminary provisions

### 1.1 Definitions

Words in *italic* are defined under section 42.

### 1.2 Who can take out the policy?

This policy can be taken out by enterprises including limited liability companies, private limited companies, associations, organizations, including branches of foreign companies and subsidiary companies and branches of Danish companies and subsidiary companies abroad – hereinafter referred to as the Policyholder.

It is a precondition for cover that Europæiske ERV has been informed about and has approved all foreign legal entities (branches, companies and the like) to be covered by the policy.

### 1.3 Who is covered by the policy?

Persons who are travelling on the expense of and in the interest of the policyholder and who in their *country of residence* are entitled to benefits according to the relevant laws concerning public health insurance or private health insurance hereunder persons employed by the policyholder, employed owners and co-owners.

It may also include spouses/cohabite(e)s of the above mentioned persons, guests invited by the company and members of the board of the company when these persons are travelling on the expense of and in the interest of the policyholder.

Furthermore, the group may include persons performing freelance work for the policyholder. The insurance only provides cover for these persons if this is clearly stated on the policy.

Persons living outside Denmark must be mentioned in the policy or have a separate policy. This also includes persons who in their *country of residence* are not entitled to benefits according to the relevant laws concerning public health insurance or private health insurance. The group of persons who are covered by the insurance as stated on the policy are hereinafter referred to as the Insured.

### 1.4 Which journeys are covered by the policy?

Business travels conducted on the expense of and/or in the interest of the policyholder. The insurance can be extended to also cover holidays in combination with business travels and holidays only but it must then be clearly stated on the policy.

The policy covers business travel with a maximum duration of 12 months.

### 1.5 Where does the policy provide cover?

The policy only provides cover in the geographic areas stated on the policy. It can be one of more of the following:

- *Country of residence*;  
This is defined as travels more than 50 kilometres

from the residence/workplace unless otherwise stated on the policy.

- The Nordic region;  
Greenland, the Faroe Islands, Finland, Iceland, Norway and Sweden.
- Europe;  
Albania, Andorra, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, the Netherlands, Poland, Portugal, Romania, Russia (to the Urals), San Marino, Slovakia, Slovenia, Spain, Switzerland, Turkey, the United Kingdom, Ukraine, the Vatican State and Yugoslavia (Serbia and Montenegro).
- Outside Europe;  
Countries outside Europe which are not mentioned above.

### 1.6 Special provisions regarding risk zones

In case of travels to countries/areas which have been defined as *risk zone* before departure, an added premium equivalent of 100 percent of the daily premium is charged. The days of travel must be registered at [www.bti.dk](http://www.bti.dk) or [www.vip-online.com](http://www.vip-online.com) before entering a *risk zone*. If no such registration has been made before departure, the insurance will not cover claims which have occurred while the Insured is in the *risk zone*.

If the area/country's status changes from *risk zone* to *war zone* on Europæiske ERV's War and Risk List after the Insured has arrived to the area/country, the insurance provides the following emergency cover:

**Illness:** The established sum insured up to a maximum of DKK 1,000,000.

Patient transport and *repatriation*: The established sum insured up to a maximum of DKK 1,000,000.

**Accident:** The established sum insured up to a maximum of DKK 1,000,000 in case of loss of life and DKK 1,000,000 in case of disability so that the insurance covers a percentage of the sum insured equivalent of the degree of disability regardless of section 15.3. B4.

**Baggage:** The established sum insured up to a maximum of DKK 25,000.

All other covers are suspended.

This reduced coverage applies for a maximum of 14 days from the point in time when the country/area is classified as *war zone* by Europæiske ERV; hereafter all coverage ceases. If the area/country is no longer defined as a *war zone* a period of another 14 days can commence if the country/area is again classified as *war zone*.

Europæiske ERV's War and Risk List can be found at [www.bti.dk](http://www.bti.dk) and [www.vip-online.com](http://www.vip-online.com).

### 1.7 Special provisions regarding war zones

In case of travels to countries/areas which are defined as

*war zones* before departure, a *war zone* insurance must be taken out. The insurance must be taken out before entering the *war zone*. If no such insurance is taken out, there is no compensation for claims occurring during stays in the *war zone*.

### 1.8 When does the policy provide cover?

The policy covers from the time when the Insured leaves his/her home or place of work in the *country of residence* to begin the business journey, but never prior to the commencement of the insurance contract.

The policy expires upon the Insured's return home to his/her residence or place of work in the *country of residence*, although in no circumstances later than the date on which the insurance contract expires.

Europæiske ERV's liability of cover and compensation is preconditioned upon an existing insurance contract at all times.

The policy does not cover between the Insured's domicile and place of work.

Under the cover 28 Cancellation, the insurance covers from the booking of the journey, but never prior to the commencement of the insurance contract, and until departure from *Country of residence* although in no circumstances later than the date on which the insurance contract expires.

### 1.9 Insurance policy and conditions

The policy includes a review of cover types and related sums insured. The only way in which you can form a complete and detailed picture of the actual cover and sums insured is to study these Insurance Conditions and compare them with the cover and sums specified in the policy. If a claims payment is not included in the description of cover (What expenses are covered by the insurance?), it means that the expenses are not covered by the insurance.

### 1.10 Chronic or existing diseases

If the Insured has a chronic or existing disease that could require treatment during the journey, special provisions apply. The health condition of the Insured could entail that the Insured is not covered in regard to the chronic or existing disease. It is important that the Insured finds out before departure whether he/she is covered and possibly obtains a binding pre-approval from Europæiske ERV.

### 1.11 Sum insured

The sums insured/sub sums stated in the policy and the conditions for the individual cover types, form the limit of Europæiske ERV's liability for all occurring claims under the cover types.

### 1.12 Premium

Generally, the premium is calculated on basis of the covers and sums insured stated on the policy and the Insured's number of travel days. Travel days are counted in full days. Both the day of departure and the day of arrival

are counted as travel days. Travel days should always be registered at [www.bti.dk](http://www.bti.dk) or [www.vip-online.com](http://www.vip-online.com).

Europæiske ERV reserves the right to request documentation for the number of travel days reported.

In case number of travel days is not reported and/or the time limit for reporting set by Europæiske ERV is exceeded, the number of travel days for the preceding and the coming insurance-year are automatically increased with 25%.

### 1.13 What is a claim event?

A claim event is one or several events that occur at the same time in continuation of each other and which arise out of the same cause of *damage*.

The policy does not cover expenses for treatment undertaken after the policy has expired. This applies regardless of the reason for said expiry.

### 1.14 Passing on information

In the event of a claim Europæiske ERV may need to disclose information provided by the Insured/company and the scope of cover to Europæiske ERV's international network, including alarm centres and service offices. In case of search and/or rescue the information may furthermore be disclosed to *the Danish Ministry of Foreign Affairs*. This is done to ensure the best possible assistance during the stay abroad.

It is the right of Europæiske ERV's doctor to seek information regarding the health and treatment of the Insured with the doctors and hospitals that have treated the Insured, and to discuss, to the extent necessary, conditions as reported to Europæiske ERV. Europæiske ERV guarantees full discretion with regards to such information. The Insured is obliged to sign a "medical statement" on request.

Europæiske ERV is entitled to request that the Insured be examined by Europæiske ERV's doctor or a doctor appointed by Europæiske ERV, including the right to have a "second opinion" made.

In case of death Europæiske ERV is entitled to request an autopsy. In this case Europæiske ERV will pay for all costs incurred. Should the bereaved reject an autopsy, the claim to compensation is annulled.

## Chapter 2 Basic cover

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### Illness and patient transport

#### 2 Illness

#### 2.0 Sum insured - Unlimited

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

The insurance covers claim arising out of *acute illness* or injury which occurred during the journey.



## 2.2 Which expenses are covered by the insurance?

### 2.2.1 Out-patient treatment and treatment in hospital

The insurance covers reasonable and necessary costs towards

- a) treatment by a physician who has medical authorisation in the country where the Insured is treated (the treating physician),
- b) hospitalisation with accommodation and meals according to normal fees for semi-private (room with two beds) unless any other options have been approved by Europæiske ERV's physician,
- c) hospitalisation in an intensive care unit, where this is prescribed by Europæiske ERV's physician or agreed by the attending physician and Europæiske ERV's physician,
- d) delivery of screened blood, if Europæiske ERV's physician perceives it to be necessary,
- e) medicine prescribed by a physician,
- f) treatment by a physiotherapist, chiropractor or acupuncturist by up to DKK 10,000.

### 2.2.2 Treatment by a psychologist or psychiatrist

The insurance covers reasonable and necessary costs towards consultation with a psychologist or psychiatrist in the *country of residence* and/or abroad by up to DKK 2,500 if the Insured has been admitted to hospital or exposed to rape, *assault*, robbery or similar traumatic experiences during the business journey. It is a condition that a prescription is available from the insured's own physician or from the attending physician and that such prescription is approved by Europæiske ERV's physician.

### 2.2.3 Dental treatment

The insurance covers reasonable and necessary costs towards *dental treatment* by up to a limit of DKK 10,000. The *dental treatment* must commence abroad, but the final treatment can, if necessary, be carried out in the *country of residence*. Final treatment in the *country of residence* requires approval from Europæiske ERV's dentist and is only covered if the *dental treatment* has been commenced abroad.

### 2.2.4 Childbirth and treatment of unborn child

The insurance covers reasonable and necessary costs towards

- a) childbirth until 4 weeks before the expected date of delivery and treatment of the premature child/children, including hospitalisation, hotel stay and meals in connection therewith,
- b) treatment of *acute illness* sustained during the journey by an unborn child (or by unborn children) up to 4 weeks prior to the expected date of birth.

### 2.2.5 Hotel stays and meals

The insurance covers reasonable and necessary *extra expenses* towards

- a) accommodation and meals, on the orders of a physician, up to a limit of DKK 2,000 per day, following approval by Europæiske ERV, to the extent that the treatment which would otherwise require hospitalisation can thereby be provided as out-patient treatment,
- b) accommodation and meals, up to a limit of DKK 2,000 per day, following termination of the treatment and

- approval by Europæiske ERV, until the Insured can make the *journey home* or the *repatriation*,
- c) accommodation and meals, up to a limit of DKK 2,000 per day following approval by Europæiske ERV, until the *fixed itinerary* can be resumed.

### 2.2.6 Sundries

The insurance covers reasonable and necessary extra costs towards

- a) contact to Europæiske ERV's alarm centres and service offices,
- b) telephone calls, newspapers, magazines, books and access to the internet in the event of hospitalisation lasting more than 24 hours, up to a limit of DKK 500 per week commenced. No documentation is required for these items of expenditure,
- c) extension of visa if the hospitalisation or the treatment makes it impossible for the Insured to travel home as planned.

## 2.3 Special conditions concerning dental treatment

Europæiske ERV is entitled to reduce the reimbursement or refuse to reimburse the expenses of *dental treatment*, to the extent that the Insured's teeth are deemed by a dentist, applying dental criteria, to have been in a considerably worse condition than the teeth of persons of the same age because the teeth were marred by fillings, root treatments or dental diseases in the surrounding tissue or in the jaw before the claim.

## 2.4 Quality of treatment

Only treatment methods which have documented effect and which have been approved by the public health authorities in the country where the treatment is done will be approved by Europæiske ERV. Furthermore, it is a prerequisite and a condition that the treatment is highly likely to cure the disease or improve the injury, or that it will significantly improve the state of health after the disease or the injury.

The doctors, specialist doctors, dentists and other medical staff who perform the treatment must have authorisation in the country of practice.

## 2.5 Specially for physiotherapist/ergotherapist /chiropractor/osteopath/acupuncturist treating

It is a precondition for Europæiske ERV's liability of cover that Europæiske ERV receives original statement from both local practicing referring doctor and from the physiotherapist/ergotherapist/chiropractor/osteopath/acupuncturist treating.

All treatments must be performed by a certified practitioner within each form of treatment. Specifically for acupuncture, the treatment is only covered insofar as it is done by a doctor or practitioner comparable to one approved in the Register of Alternative Practitioners in Denmark.

## 2.6 Exclusions

The policy does not cover the costs towards

- a) treatment of a chronic or pre-existing illness which, within 2 months before departure, has caused

- hospitalisation,
  - medical assessment/treatment by a physician, physiotherapist, chiropractor or other authorised medical personnel,
  - changed medication,
- b) treatment of chronic or pre-existing illness, if the Insured,
- has not consulted a physician, has refused or quit treatment for the illness, although the insured should know or presume that the illness required treatment or had deteriorated considerably,
  - has been given up on or treatment has been refused,
  - has been enrolled on, referred to or is on a waiting list for assessment/treatment,
  - has been absent from agreed check-ups within the past 2 months, or has given up normal check-ups due to previous non-appearance,
- c) for control and treatment, including medicine(s) required to maintain an existing, chronic or related ailment at a stable level and well-regulated,
- d) a need for treatment known prior to the Insured's departure,
- e) treatment of patients diagnosed as suffering from HIV or AIDS, irrespective of the cause of the treatment,
- f) for treatment or stays after return to the *country of residence* (with the exception of section 2.2.2 and 2.2.3),
- g) stays at convalescence, wellness or health resorts,
- h) for treatment and hospitalisation when Europæiske ERV's physician has assessed that treatment can be postponed until the insured has returned to the *country of residence*,
- i) for continued treatment and hospitalisation if the insured refuses to be repatriated when Europæiske ERV's physician has made a decision on such *repatriation*,
- j) incurred as a consequence of *repatriation* having been arranged by the Insured, to the extent that such expenses would not have been incurred if Europæiske ERV had itself arranged such *repatriation*,
- k) incurred as a consequence of the insured's failure to follow the attending physician's and/or Europæiske ERV's physician's recommendations,
- l) plastic surgery or cosmetic operations or the treatment of sequelae or complications connected to these, unless the treatment is approved by Europæiske ERV's physician,
- m) the purchase, replacement or repairs of *prostheses*, *implants*, glasses (spectacles), contact lenses, hearing aids or other types of devices.

## 2.7 In case of a claim - documentation requirements

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

- a) procures, from the attending physician at the location/*destination* at which the illness/injury is sustained, a medical certificate stating the diagnosis,
- b) upon request, grants Europæiske ERV's physician access to all relevant medical records, including information on previous ailments,

- c) sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

## 3 Patient transport and repatriation

### 3.0 Sum insured - Unlimited

#### 3.1 Which claims are covered by the policy?

The insurance covers if the Insured incurs *acute illness* or injury that is covered by the Illness cover.

#### 3.2 Which expenses are covered by the insurance?

The insurance covers reasonable and necessary costs towards

- a) transportation to a place of treatment,
- b) transfer to the nearest suitable place of treatment when Europæiske ERV's physician, after contact with the attending physician assesses that such transport is necessary and justifiable
- c) *repatriation* to the Insured's residence or hospital in the *country of residence*. Europæiske ERV's physician assesses after contact with the treating physician if such *repatriation* is necessary and justifiable. After a medical assessment of the condition of the Insured, Europæiske ERV determines what kind of transport to use,
- d) escort(s) on the instructions of Europæiske ERV's physician,
- e) in the event of the Insured's death, *repatriation* of the remains of the deceased to an undertaker (mortician) in the *country of residence*, including the costs of any provisions required by law, e.g. embalming and zinc-lined coffin,
- f) the expenses of cremation and/or burial at the location at which death occurred, in accordance with the wishes of the Insured's bereaved, although only up to an amount corresponding to the costs of *repatriation* of the remains of the deceased. Europæiske ERV can, however, demand that the remains be repatriated, inter alia with a view to having an autopsy performed,
- g) sending home any *ordinary travel luggage* which the Insured had to leave abroad as a consequence of *repatriation*.

#### Missed journey home and missed further outbound journey

If, as a consequence of a claim event covered by the policy, the insured has been prevented from following the scheduled itinerary, including the return journey as planned, and if the insured has not been repatriated, the policy covers reasonable and necessary *extra expenses* of either

- h) resuming the *fixed itinerary* to the scheduled location on the insured's itinerary, or
- i) home journey to the *country of residence*.

#### Europæiske ERV's rights in the event of transport for treatment

Europæiske ERV is entitled to demand *repatriation* of the insured for treatment in the *country of residence* or home country and delay treatment until the insured's return.

Furthermore, Europæiske ERV is entitled to demand that the insured be transferred to another suitable place of treatment.

Europæiske ERV's medical consultant, perhaps in consultation with the attending physician, decides whether the transport is necessary and/or safe.

### 3.3 Delay and constraints

Europæiske ERV cannot be held liable for delays or restrictions in connection with the transport due to weather, mechanical problems, restrictions or constraints from the authorities or from the pilot, or other circumstances beyond Europæiske ERV's ability to influence.

### 3.4 Special provision

If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.

### 3.5 Exclusions

The policy does not cover the expenses of

- a) transport in an ambulance plane in cases where Europæiske ERV's physician estimates that transport can take place in a different, medically safe way,
- b) transport arranged by the Insured in cases where Europæiske ERV's physician estimates that the transport is not necessary and justifiable,
- c) *repatriation* as a consequence of the insured's fear of infection,
- d) *journey home, repatriation* or resuming of *fixed itinerary* arranged by the insured which Europæiske ERV would not have had, if the company had arranged the transport.

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

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

- a) procures, from the attending physician at the location/*destination* at which the illness/injury is sustained, a medical certificate stating the diagnosis,
- b) upon request, grants Europæiske ERV's physician access to all relevant medical records, including information on previous ailments,
- c) sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

## 4 Escort and summoning

### 4.0 Sum insured - Unlimited

#### 4.1 For whom are such expenses covered?

Up to a total of 3 persons at the insured's option - either to be summoned or as an escort.

#### 4.2 Which claims are covered by the policy?

##### 4.2.1 Escort

The insurance covers claim events covered under Illness, where the Insured

- a) is admitted to hospital due to *acute illness* or injury,

- b) is affected by life-threatening disease/injury,
- c) dies,
- d) needs to be repatriated,
- e) can not follow the *fixed itinerary*.

##### 4.2.2 Summoning

The insurance covers claim events covered under Illness, where the Insured

- a) is hospitalised for at least 3 days due to *acute illness* or injury,
- b) is affected by life-threatening disease/injury,
- c) dies.

### 4.3 Which expenses are covered by the insurance?

#### 4.3.1 Escort

The insurance covers reasonable and necessary *extra expenses* towards

- a) transportation - max. the same class of transportation as the insured - although not air-ambulance, if the insured is to be transported to a suitable place of treatment or repatriated,
- b) *journey home* to the residence or resuming of *fixed itinerary*, max economy class after the escort, either when the Insured leaves the hospital at the *destination* or after arrival to residence/hospital in the *country of residence*,
- c) accommodation, meals and local transportation by up to DKK 2,000 per day per person,
- d) extension of existing insurance with Europæiske ERV for the duration of the escort assignment,
- e) issue or extension of the visa provided for the escorting person.

#### 4.3.2 Summoning

The insurance covers reasonable and necessary extra costs towards

- a) transport from the residence to the Insured and back to the residence,
- b) accommodation, meals and local transportation by up to DKK 2,000 per day per person,
- c) purchase of a travel insurance during the time period of the summoning,
- d) issue or extension of the visa provided for the summoned person.

#### 4.4 Special provision

If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.

### 4.5 Exclusions

The insurance does not cover

- a) summoning if the Insured is to be repatriated within 3 days from the summoned person's departure from his/her residence,
- b) *journey home* to the residence or resuming of *fixed itinerary*, max economy class after the escort, either when the Insured leaves the hospital at the *destination* or after arrival to residence/hospital in the *country of residence*.

**4.6 In case of a claim - documentation requirements**  
It is a condition for Europæiske ERV's compensation liability that the Insured send to Europæiske ERV a claims form along with original documentation for all expenses incurred in connection with accommodation, meals and transportation for the persons who have served as escorts or summoned persons.

## **5 Erroneous medical treatment**

### **5.0 Sum insured - DKK 1,000,000**

#### **5.1 Which claims are covered by the policy?**

The insurance covers claims arising out of the cover illness where a present, authorised physician carries out treatment which entitles the insured to compensation according to Danish legislation ("Lov om klage og erstatningsadgang indenfor Sundhedsvæsenets kapitel 3 og 4")

#### **5.2 Which expenses are covered by the insurance?**

The insurance entitles the Insured to compensation after *erroneous medical treatment* conducted by an authorised physician during admission to hospital or out-patient treatment. The size of the compensation is determined in accordance with the Danish Liability for Damages Act.

#### **5.3 Exclusions**

The insurance does not cover

- a) *erroneous medical treatment* conducted by other medical staff than trained and authorised physicians on location,
- b) permanent disablement occurring as a direct and expected consequence of illness or injury,
- c) if the Insured has accepted the treatment even when Europæiske ERV's physician has warned that the treatment offered does not fulfil the requirements for acknowledged, authorised principles for treatment, which have been approved by Europæiske ERV's medical consultant.

#### **5.4 In case of a claim - documentation requirements**

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

- a) when requested to do so grants Europæiske ERV's physician access to all relevant medical records, x-rays and scans, including information on previous ailments,
- b) procures, from the attending physician or hospital at the relevant location, a medical certificate/discharge document stating the diagnosis,
- c) sends a claims form to Europæiske ERV.

## **6 24-Hours medical service**

### **6.1 What does the insurance cover?**

The cover ensures the Insured access to Europæiske ERV's 24-hour medical service both in connection with mild or serious illness or injury and advice and counselling on medical treatment, medicine prescribed by the attending physician and suitable hospitals, physicians and dentists abroad.

## **7 VIP (Voyager Information Portal)**

### **7.1 What does the insurance cover?**

The insurance gives the Insured access to Europæiske ERV's internet portal [www.vip-online.com](http://www.vip-online.com). The access is unlimited 24 hours a day.

The portal contains country-specific information about safety and health precautions for travellers. The access to VIP gives the Insured access to relevant and detailed information about security measures on the *destination* of the stay abroad.

### **7.2 Special provision**

The Insured is not entitled to forward information from VIP.

## **8 Europæiske ERV coaching line**

### **8.1 What does the insurance cover?**

The insurance covers professional and qualified phone-based consultancy 24 hours a day if the Insured requires help or coaching during the stay abroad.

The Insured can anonymously receive consultancy and coaching in connection with problems occurring during the stay abroad using the following phone number: + 45 70 250 275.

## **Worldrescue Business®**

### **9 Search and rescue**

#### **9.0 Sum insured - DKK 75,000 per Insured, but with a limit of DKK 150,000 per claim event**

#### **9.1 Which claims are covered by the insurance?**

##### **9.1.1 Search**

The insurance provides cover if

- a) the Insured has been reported missing with the police or another public authority for at least 24 hours,
- b) the Insured has been seen within 120 hours (5 days),
- c) the local authorities require a payment or a guarantee of a payment before a search can be initiated.

All criteria under section 9.1.1 must be fulfilled.

##### **9.1.2 Rescue**

The insurance covers in cases where

- a) a rescue mission is initiated,
- b) the Insured's whereabouts has been established,
- c) the local authorities require a payment or a guarantee of a payment before a rescue mission is initiated.

All criteria under section 9.1.2 must be fulfilled

#### **9.2 Which expenses are covered by the insurance?**

##### **9.2.1 Search**

The insurance covers necessary expenses towards a search for the Insured in up to 14 days and within a range of 50 kilometres from the location where the Insured was last seen.

### 9.2.2 Rescue

The insurance covers necessary expenses towards rescue/collection of the Insured.

### 9.3 Special provisions

- a) Necessary expenses under this cover are defined as expenses towards professional assistance, including divers and police, searches involving dogs, helicopter or similar assistance.
- b) Expenses towards transport and accommodation for relatives are only covered if their participation is necessary and contributes to the search, rescue or collection.
- c) Cover applies only insofar as the missing person is insured with Europæiske ERV. If several people are missing as a group, the expenses will be shared equally among the missing.
- d) A situation where the insured has failed to inform his/her family of his/her whereabouts or is travelling from place to place and the family wishes to get in contact with the insured is not considered a search – regardless of why such contact is desired.
- e) All claims under this item have a deductible of 10% - but no less than DKK 2.500 per claim.

### 9.4 Exclusions

The policy does not cover the following expenses

- a) Search and rescue in case of *kidnapping* or high jacking
- b) Which have not been approved by Europæiske ERV beforehand
- c) Search and rescue in case the authorities cover such expenses for uninsured persons.
- d) Payment to organisations/authorities which would normally work with SAR on a voluntary/free basis
- e) Search and rescue north of the 75th latitude of on the South pole.
- f) Search and rescue operations caused by gross negligence on the part of the insured.
- g) Search and rescue when the insured has a pre-existing mental condition which is assumed to be the reason he/she is missing.
- h) Search and rescue when the insured has been given a terminal diagnosis.
- i) Search and rescue of people who go missing while undertaking professional sport or participate in a scientific expedition.

### 9.5 In case of a claim - Europæiske ERV cooperates with the Danish Ministry of Foreign Affairs

If one or more search or rescue mission(s) are to be initiated on request, Europæiske ERV must be contacted. Europæiske ERV cooperates with *The Danish Ministry of Foreign Affairs* and its international network when it is assessed that it would be beneficial for the rescue mission.

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

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

- a) gives Europæiske ERV access to all information which can shed light on the matter,

- b) sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

## 10 Natural disasters

### 10.0 Sum insured - See below

#### 10.1 Which claims are covered by the insurance?

The insurance covers in the event of major *natural disasters*.

#### 10.2 Which expenses are covered by the insurance?

The insurance covers usual and customary costs towards

- a) *evacuation* and/or *extra expenses for journey home* to the *country of residence* with up to DKK 50,000 when *the Danish Ministry of Foreign Affairs* or the local authorities advise against all travels to the effected area or demand an *evacuation* as a consequence of the *natural disaster*. The transport must be carried out at the first possible occasion,
- b) loss of or *damage* to any luggage that the Insured has left behind as a consequence of an approved *evacuation* or *journey home*. It is a requirement that the Insured holds the cover *Baggage*,
- c) *psychological crisis treatment* in the event of major *natural disasters* if Europæiske ERV's physician assesses that crisis treatment is required,
- d) treatment by a psychologist in the *country of residence* after referral from the Insured's own physician if the Insured has experienced a *natural disaster* when travelling. Maximum amount 10,000 DKK,
- e) professional phone crisis management for the Insured's relatives if several Insured have experienced a *natural disaster*. If Europæiske ERV's physician assesses that face-to-face crisis intervention is required in connection with reception of the Insured, reasonable expenses towards transport of the relatives is covered,
- f) extra accommodation and meals from the point in time when a *natural disaster* makes the planned *journey home* impossible and until it is possible to travel home with up to DKK 2,000 per day, maximum DKK 50,000,
- g) purchase of clothes up to 5,000 DKK per person if the Insured has been evacuated without luggage.

#### 10.3 Special provision

Europæiske ERV's ability to send in assistance can in some cases be limited in areas, which are affected by a *natural disaster*.

#### 10.4 Exclusions

The insurance does not cover

- a) if the Insured travels to or stays in the area if *the Danish Ministry of Foreign Affairs* has advised against travelling to the area or recommend *journey home/evacuation* as a consequence of a *natural disaster*,
- b) expenses towards treatment by a psychologist abroad who is not a part of Europæiske ERV's crisis management set-up.

## 10.5 In case of a claim - documentation requirements

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

- a) Europæiske ERV is contacted before the *evacuation/ journey home*,
- b) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed,
- c) the Insured gives Europæiske ERV all information and documents which shed light on the matter.

## 11 Terrorism

### 11.0 Sum insured - See below

#### 11.1 Which claims are covered by the insurance?

The insurance covers in case of acts of terrorism.

#### 11.2 Which expenses are covered by the insurance?

The insurance covers usual and customary costs towards

- a) *evacuation* and/or *extra expenses for journey home* to the *country of residence* with up to DKK 50,000 when the *Danish Ministry of Foreign Affairs* advises against all travels to the effected area. The transport must be carried out at the first possible occasion,
- b) transport, maximum economy class, if the Insured is affected by an *act of terrorism* within a radius of 50 kilometres from the location of the Insured. It is a condition for coverage that the disruption of the journey takes place within 48 hours after the *act of terrorism*,
- c) loss of or *damage* to any luggage that the Insured has left behind as a consequence of an approved *evacuation* or *repatriation*. It is a requirement that the Insured holds the cover Baggage,
- d) *psychological crisis treatment* in the event of major acts of terrorism if Europæiske ERV's physician assesses that crisis treatment is required,
- e) treatment by a psychologist in the *country of residence* after referral from the Insured's own physician if the Insured has experienced an *act of terrorism* when travelling. Maximum amount 10,000 DKK,
- f) professional phone crisis management for the Insured's relatives if several Insured have experienced an *act of terrorism*. If Europæiske ERV's physician assesses that face-to-face crisis intervention is required in connection with reception of the Insured, reasonable expenses towards transport of the relatives is covered,
- g) extra accommodation and meals from the point in time when an *act of terrorism* makes the planned *journey home* impossible and until it is possible to travel home with up to DKK 2,000 a day, maximum DKK 50,000,
- h) purchase of clothes up to 5,000 DKK per person if the Insured has been evacuated without luggage.

#### 11.3 Special provision

Europæiske ERV's ability to send in assistance can in some cases be limited in areas, which are affected by an *act of terrorism*.

#### 11.4 Exclusions

The insurance does not cover

- a) if the Insured travels to or stays in the area if the

*Danish Ministry of Foreign Affairs* has advised against travelling to the area or recommends *journey home/ evacuation* from the area as a consequence of an *act of terrorism*,

- b) in case of travel to/stay in an area after the area has been classified as a *war zone* on Europæiske ERV's war and risk list is available at [www.vip-online.com](http://www.vip-online.com) and [www.bti.dk](http://www.bti.dk),
- c) in case of *active participation in war*, rebellion or the like,
- d) expenses towards treatment by a psychologist abroad who is not a part of Europæiske ERV's crisis management set-up.

## 11.5 In case of a claim - documentation requirements

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

- a) Europæiske ERV is contacted before the *evacuation/ journey home*,
- b) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed,
- c) the Insured gives Europæiske ERV all information and documents which can shed light on the matter.

## 12 War and warlike conditions

### 12.0 Sum insured - See below

#### 12.1 Which claims are covered by the insurance?

The insurance covers in case of war and warlike conditions.

#### 12.2 Which expenses are covered by the insurance?

The insurance covers usual and customary costs towards

- a) *evacuation* and/or *extra expenses for journey home* to the *country of residence*, with up to DKK 50,000 when the *Danish Ministry of Foreign Affairs* advise against all travels to the effected area if a war or warlike conditions arise after the Insured has travelled to the area or the area is defined as a *war zone* on Europæiske ERV's War and Risk List while the Insured is in the area. The transport must take place at the first possible opportunity,
- b) loss of or *damage* to any luggage that the Insured has left behind as a consequence of an approved *evacuation* or *journey home*. It is a requirement that the Insured holds the cover Baggage,
- c) treatment by a psychologist in the *country of residence* after referral from the Insured's own physician if the Insured has experienced war or warlike conditions when travelling. Maximum amount DKK 10,000,
- d) professional phone-based psychological crisis management for the Insured's relatives if several Insured have experienced war or warlike conditions. If Europæiske ERV's physician assesses that face-to-face crisis intervention is required in connection with reception of the Insured, reasonable expenses towards transport of the relatives is covered,
- e) extra accommodation and meals from the point in time when war and warlike conditions make the planned *journey home* impossible and until it is possible to travel home with up to DKK 2,000 a day, maximum DKK 50,000,

- f) purchase of clothes up to 5,000 DKK per person if the Insured has been evacuated without luggage.

### 12.3 Special provisions

Europæiske ERV's ability to send in assistance can in some cases be limited in areas, which are affected by war or warlike conditions.

### 12.4 Exclusions

The insurance does not cover

- a) if the Insured travels to or stays in the area after *the Danish Ministry of Foreign Affairs* has advised against travelling to the area or recommends *journey home/evacuation* from the area as a consequence of war or warlike conditions,
- b) in case of travels to/stays in an area after the area has been classified as a *war zone* on Europæiske ERV's War and Risk List. Europæiske ERV's War and Risk List is available at [www.vip-online.com](http://www.vip-online.com) and [www.bti.dk](http://www.bti.dk),
- c) in case of *active participation in war*, rebellion or the like,
- d) expenses towards psychological treatment abroad.

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

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

- a) Europæiske ERV is contacted before the *evacuation/ journey home*,
- b) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed,
- c) the Insured gives Europæiske ERV all information and documents which can shed light on the matter.

## 13 Life-threatening epidemics

### 13.0 Sum insured - See below

#### 13.1 Which claims are covered by the insurance?

The insurance covers in case of life-threatening *epidemics*.

#### 13.2 Which expenses are covered by the insurance?

The insurance covers usual and customary costs towards

- a) *evacuation* and/or *extra expenses for journey home* to the *country of residence*, with up to DKK 50,000 when Statens Seruminstitut or *the Danish Ministry of Foreign Affairs* advises against all travels to the effected area as a consequence of a life-threatening *epidemic*. The transport must take place at the first possible opportunity.
- b) loss of or *damage* to any luggage that the Insured has left behind as a consequence of an approved *evacuation* or *journey home*. It is a requirement that the Insured holds the cover Baggage,
- c) treatment by a psychologist in the *country of residence* after referral from the Insured's own physician if the Insured has been exposed to a life-threatening *epidemic* when travelling. Maximum amount DKK 10,000,
- d) professional phone-based psychological crisis management for the Insured's relatives if several Insured have been exposed to a life-threatening *epidemic*. If

Europæiske ERV's physician assesses that face-to-face crisis intervention is required in connection with reception of the Insured, reasonable expenses towards transport of the relatives is covered,

- e) extra accommodation and meals from the point in time when a life-threatening *epidemic* makes the planned *journey home* impossible and until it is possible to travel home with up to DKK 2,000 a day, maximum DKK 50,000,
- f) purchase of clothes up to 5,000 DKK per person if the Insured has been evacuated without luggage.

### 13.3 Special provision

Europæiske ERV's ability to send in assistance can in some cases be limited in areas, which are affected by a life-threatening *epidemic*. Likewise, it may prove to be impossible to send in transportation assistance if the affected area has been quarantined.

### 13.4 Exclusions

The insurance does not cover

- a) if the Insured travels to or stays in the area after Statens Seruminstitut/*the Danish Ministry of Foreign Affairs* have advised against travelling to the area or recommend *journey home/evacuation* as a consequence the relevant *epidemic* in question,
- b) if there is a known vaccine against the disease,
- c) expenses towards psychological treatment abroad.

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

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

- a) Europæiske ERV is contacted before the *evacuation/ transport*,
- b) the Insured can prove that he/she was vaccinated against the disease that has developed into an *epidemic* according to guidelines from Statens Seruminstitut if this is possible,
- c) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed,
- d) the Insured gives Europæiske ERV all information and documents which can shed light on the matter.

## 14 Political unrest

### 14.0 Sum insured - See below

#### 14.1 Which claims are covered by the insurance?

The insurance covers in case of political or civil unrest.

#### 14.2 Which expenses are covered by the insurance?

The insurance covers usual and customary costs towards

- a) *evacuation* and/or *extra expenses for journey home* to the *country of residence* with up to DKK 50,000 when *the Danish Ministry of Foreign Affairs* advises against all travels to the effected area as a consequence of political or civil unrest. The transport must take place at the first possible opportunity,
- b) loss of or *damage* to any luggage that the Insured has left behind as a consequence of an approved *evacuation* or *journey home*. It is a requirement that the Insured holds the cover Baggage,
- c) treatment by a psychologist in the *country of resi-*

dence after referral from the Insured's own physician if the Insured has been exposed to political or civil unrest when travelling. Maximum amount DKK 10,000,

- d) professional phone-based psychological crisis management for the Insured's relatives if several Insured have been exposed to political or civil unrest. If Europæiske ERV's physician assesses that face-to-face crisis intervention is required in connection with reception of the Insured, reasonable expenses towards transport of the relatives is covered,
- e) extra accommodation and meals from the point in time when political or civil unrest has made the planned *journey home* impossible and until it is possible to travel home with up to DKK 2,000 a day with a maximum of DKK 50,000,
- f) purchase of clothes up to DKK 5,000 per person if the Insured has been evacuated without luggage.

### 14.3 Exclusions

The insurance does not cover

- a) if the Insured travels to or stays in the area after *the Danish Ministry of Foreign Affairs* has advised against travelling to the area or has recommended *journey home/evacuation* as a consequence of political unrest,
- b) in case of travels to/stays in the area after the area has been defined as a *war zone* on Europæiske ERV's War and Risk List. Europæiske ERV's War and Risk List is available at [www.vip-online.com](http://www.vip-online.com) and [www.bti.dk](http://www.bti.dk)
- c) in case of *active participation in war*, rebellion, demonstrations or the like,
- d) expenses towards psychological treatment abroad.

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

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

- a) Europæiske ERV is contacted before the *evacuation/ journey home*,
- b) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed,
- c) the Insured gives Europæiske ERV all information and documents which can shed light on the matter.

## Chapter 3 Supplementary sections of cover

### 15 Personal accident

#### 15.0 Sum insured

The sums insured are stated on the policy.

#### 15.1 Which cover types are included under Personal Accident?

- A Injuries
- B Disability
- C Compensation for loss of ability to perform paid work
- D Disability caused by tropical or eye diseases
- E Coma
- F Loss of life
- G Dental treatment
- H Assault

#### 15.2 Definition of personal accident

A sudden event that causes personal injury.

#### 15.3 Which claims are covered by the insurance?

##### A Injury

Sum insured - see the policy under the cover Permanent disability.

If the Insured is involved in a personal accident causing a diagnosis mentioned in diagram below, the Insured is entitled to compensation corresponding to the percentage of the sum insured.

The compensation is payable within 14 days after Europæiske ERV has received claims form and the necessary documentation.

##### Injury

Diagnosis	Compensation (per cent of insured sum)
Lower extremity (foot, leg, hip)	
Fracture of the ankle (fractura malleoli)	5
Fracture of the heel bone (fractura calcaneus)	5
Fracture of the shin bone (fractura cruris)	5
Fracture of shin bone, including console, where the fracture proceeds into the knee joint. (fractura pars proximalis crus or fractura genus)	5
Fracture of patella (fractura patella)	5
Knee ligament injury (lesion ligamentum cruciatum anterior/posterior)	5
Fracture of the femur (fractura femoris)	5
Fracture of the femoral neck includes well-functioning artificial hip joint (fractura collum femoris)	5
Upper extremity (hand, arm, shoulder)	
Loss of all fingers of one hand	40
Loss of thumb including metacarpus bone	20
Loss of thumb	20
Loss of distal phalanx of thumb	10
Loss of half distal phalanx of thumb	5
Thumb with stiff distal phalanx	5



Thumb with stiff distal phalanx and metacarpophalangeal joint	10
Loss of 2nd or 3rd finger	10
Loss of 2nd finger's distal phalanx and middle joint	10
Loss of 3rd finger's distal phalanx and middle joint	5
Loss of 2nd or 3rd finger's distal phalanx	5
2nd, 3rd or 4th finger with stiff metacarpophalangeal joint in the extended position	5
2nd, 3rd or 4th finger with a 90° extension defect in middle joint	5
Loss of 4th or 5th finger	5
Loss of 4th or 5th finger's distal phalanx and middle joint	5
Loss of one hand	40
Fracture of wrist joint, Colles fracture (fractura Collesii or fractura Smith)	5
Fracture of forearm (fractura antebrachium)	5
Fracture of ulna in elbow joint (fractura humeri)	5
Fracture of upper arm (fractura humeri)	5
Fracture of shoulder (fractura pars proximalis humeri)	5
Loss of one arm	40
Injuries to other parts of the body	
Fracture of the spine one low back whorl (fractura columna lumbalis)	5
Fracture of the spine several low back whorls	10
Injury to eyesight, causing total loss of vision i.e. less than 1/60 of best eye	50
Injury to eyesight causing total loss of vision of one eye	20

## B Disability

Sum insured - see the policy under the cover Permanent disability

- 1) The Insured is entitled to disability compensation if an accident has resulted in permanent disability of at least 5%. The degree of disability is fixed as soon as the Insured's state of health has stabilised, i.e. when the Insured's state of health is no longer expected to alter to a marked extent, although not later than 3 years after the date on which the personal accident occurred.
- 2) The degree of disability will be assessed in accord-

ance with the medical degree of disability, applying the disability scale compiled by the Danish National Board of Industrial Injuries („Arbejdsskadestyrelsen”) without taking the Insured's occupation into consideration.

- 3) The compensation will amount to the percentage of the sum insured for compensation corresponding to the degree of disability.
- 4) If the degree of disability exceeds 19 (i.e. minimum 20) the compensation under section 15.3 B3 is doubled.

## Existing disability

- 5) An existing disability does not entitle the Insured to any higher assessment of compensation than if such disability had not previously existed.

## Special provisions

- 6) The degree of disability for loss of several parts of the body cannot, on aggregate, exceed 100%.
- 7) The Insured shall receive constant treatment by a physician and comply with the physician's instructions.

## Deduction

- 8) If any injury compensation amount under the cover type Injury has been paid by Europæiske ERV in connection with the personal accident, this amount will be deducted from the compensation for disability. This however does not apply to loss of arms or injury to *hands*, fingers or eyesight.

## C Loss of ability to perform paid work

Sum insured - see the policy under the cover Permanent disability If, when the Insured's state of health has become stable, a personal accident is the sole and direct cause of a permanent reduction in the Insured's ability to perform paid work (i.e. earn an income from such paid work), the Insured is entitled to payment of compensation for loss of occupational capacity.

The degree of loss of ability to perform paid work is assessed in accordance with Section 5 of the Danish Liability for Damages Act ("Erstatningsansvarsloven"), and insofar as the Insured's loss of ability to perform paid work is at least 15%, the Insured is entitled to compensation for this loss to the amount of 25% of the disability compensation which is paid in accordance with the cover Disability. The calculation does not take into account any possible deduction of compensation paid out pertaining to the cover Injury.

## D Disability caused by tropical or eye diseases

Sum insured - see the policy under the cover Permanent disability

- 1) The policy covers Permanent disability arising as a sole and direct consequence of a *tropical disease* or eye disease occurring during the journey outside the *country of residence*. Assessment of the degree of disability is subject to the same provisions as those applicable to the Disability cover.
- 2) If the illness continuously worsens, the final compensation is fixed on the basis of the degree of perma-

nent disability that was actually determined on the 3rd anniversary for the occurrence of the illness.

- 3) It is a condition for Europæiske ERV's compensation liability that the Insured has complied with the recommendations issued by WHO and/or Denmark's State Serum Institute on vaccinations and prophylaxis, including medical malaria prophylaxis in respect of the journey to the relevant area or region.

#### E Coma

Sum insured - DKK 100,000

If the Insured is declared *comatose* as a consequence of an accident, the insurance pays a compensation of DKK 5,000 per week during the *comatose* state of the Insured.

#### F Loss of life

Sum insured - see the policy under the cover Loss of life

- 1) If a personal accident is the sole and direct cause of the death of the Insured within 3 years of the date of the personal accident, the sum insured as specified in the policy for loss of life will be paid.
- 2) If any compensation amount has been paid by Europæiske ERV under the cover types Injury, Disability, Loss of ability to perform paid work or Disability caused by tropical or eye diseases, this amount will be deducted from the sum insured for loss of life.

#### G Dental treatment

Sum insured - unlimited

- 1) The policy covers the expenses of treating dental *damage* as a sole and direct consequence of a personal accident.
- 2) *Chewing damage* is covered up to a limit of DKK 10,000.
- 3) In the event of dental *damage* incurred abroad, diagnosis and acute *dental treatment* must commence abroad. The final treatment can, if necessary, be made in the *country of residence*.
- 4) This is nonrecurring outlay - i.e. the insurance does not cover renewed treatment that can be related to the same event of dental *damage*.
- 5) The treatment must be completed within 5 years from the accident.
- 6) For children the condition applies that the *dental treatment* must be terminated before the child turns 21. The accident must have incurred during a journey and before the child's 18th birthday.

#### Special provision

Europæiske ERV is entitled to reduce the reimbursement or refuse to reimburse the expenses of *dental treatment*, to the extent that the Insured's teeth are deemed by a dentist, applying dental criteria, to have been in a considerably worse condition than the teeth of persons of the same age because the teeth were marred by fillings, root treatments or dental diseases in the surrounding tissue or in the jaw before the claim.

#### H Assault

If the Insured is assaulted, the insurance covers

- loss of ability to perform paid work,
- expenses towards healing treatments,
- compensation for pain and suffering,
- compensation for wrong-doing,

which a perpetrator would be deemed to pay in accordance with Danish law (Erstatningsansvarsloven) after an *assault* occurring in Denmark under similar circumstances. It is a condition for the payment in accordance with the cover that the Insured is alive at the time of the payment.

### 15.4 Limitations

- a) The total compensation for a single claim event can in no circumstances exceed twice the insured sum under the covers Disability, Loss of ability to perform paid work, Disability as a consequence of tropical and eye diseases and *Coma*.
- b) For accidents who have occurred during *manual paid work* the insurance covers with half of the sums insured including in the relevant insurance unless a double premium is paid.
- c) For persons over the age of 65 years, compensation for Disability and Injury is covered up to 50% of the sums insured specified in the policy.
- d) For persons under the age of 18 years the sum insured in the event of Loss of life is limited to DKK 25,000. The sum insured for Disability is automatically increased by the amount by which the sum insured for Loss of life is decreased.
- e) For persons over the age of 75 years, compensation for Loss of life is covered up to 50% of the sums insured specified in the policy.
- f) For claim events occurred during scuba-diving or skiing, are not covered by Sections 15.3 B 4) and 15.3 B 8) second clause.
- g) Even if higher sums have been insured and one or more policies taken out with Europæiske ERV, Europæiske ERV's compensation liability per person can in no circumstances exceed DKK 15 million for Disability, Injury, Compensation for loss of ability to perform paid work, Disability caused by tropical or eye diseases and *Coma* and DKK 10 million for Loss of life. Europæiske ERV's total liability per claim event cannot exceed DKK 350 million.
- h) For accidents occurred as passenger on a plane during aviation, the insurance only covers accidents that affect the Insured as a passenger while on board a nationally registered aircraft.

### 15.5 Exclusions

The insurance does not cover Injury, Disability, Loss of Life, Loss of ability to perform paid work, *Dental treatment*, *Coma* and *assault* in cases of

- a) accidents where causality between the accident and the injury cannot be established. In the assessment of the event, it shall be significant whether the incident is suited for causing personal injury. The incident must in and of itself cause and account for the injury,
- b) a disease, including disease arising from infection with virus, bacteria, micro-organisms or similar situations,

- c) effects of medical treatment or other treatment, including treatment with medicine, unless said treatment was necessary due to an accident covered by the policy,
- d) personal injury sustained because of the insured's participation in fighting/mêlée and the like, or the insured's participation in punishable acts,
- e) bodily injury as a result of wearing-down/attrition or overloading which cannot be considered a sudden injury,
- f) permanent impairment in the shape of psychological consequences in cases where the insured has not been at risk of personal injury,
- g) injuries connected with births,
- h) the injury has occurred as a consequence of illness and/or the onset of a latent predisposition to illness, even if the illness has occurred or has been aggravated as a result of a personal accident,
- i) the cause of the injury is unknown,
- j) the consequences of a personal accident have been aggravated because of an existing illness or by an illness occurring by chance.

Furthermore, the insurance does not cover

- k) material *damage*.

#### 15.6 Who will receive compensation?

- a) Compensation for Injury, Disability, Compensation for loss of ability to perform paid work, *Dental Treatment*, Disability caused by tropical or eye diseases and *Assault* is paid to the Insured, and it is a condition for payment that the Insured is alive on the date on which a claim can be made for payment of the compensation.
- b) In the event of the demise of the Insured, if Europæiske ERV has not received written instructions to the contrary, the sum insured for loss of life will be paid to the *next of kin*. If there are no persons defined as *next of kin*, the sum will be paid to inheritors in accordance with the Danish Inheritance Act.
- c) Compensation under the cover *Coma* will be paid to the *next of kin* if Europæiske ERV has not received written instructions to the contrary. If there are no persons defined as *next of kin*, the sum will be paid to inheritors in accordance with the Danish Inheritance Act.

#### 15.7 The Danish National Board of Industrial Injuries

Upon demand by the Insured, the degree of permanent disability will be finally determined by the Danish national Board of Industrial Injuries („Arbejdsskadestyrelsen“). The costs of such arbitration will be shared equally by the Insured and Europæiske ERV.

If the degree of disability fixed by Danish National Board of Industrial Injuries is higher than the one fixed by Europæiske ERV, Europæiske ERV shall pay the full fee to the Danish National Board of Industrial Injuries. Europæiske ERV is entitled to present a case to the Danish National Board of Industrial Injuries. If Europæiske ERV demands the presentation, the company pays all expenses connected to the presentation.

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

It is a condition for Europæiske ERV's compensation liability that the following documentation is available  
General

- a) In the event of a personal accident for which compensation is claimed, Europæiske ERV must be notified as soon as possible by filling in the claims form and sending it to Europæiske ERV. It is crucial for the assessment of Europæiske ERV's compensation liability that an exact description of the event appears from the claim form. If the Insured has received medical treatment by a physician or treatment in a hospital, this must be stated in the claims form, along with the names and addresses of attending physicians and/or hospital(s).

##### Injury

- b) Journals, discharge forms or certificates signed by the Insured's physician from whom one of the diagnoses in the scheme above is mentioned.

##### Injury, Disability, Loss of life and Coma

- c) Insofar as the Insured is in possession of a medical report or hospital record, the original versions of these documents must be submitted to Europæiske ERV.
- d) Insofar as the claim event has been reported to the police, Europæiske ERV must be duly notified, if relevant by sending to Europæiske ERV the receipt confirming that the police have been notified.
- e) Europæiske ERV is entitled to obtain information from hospitals, physicians, dentists or other doctors who have diagnosed or treated the Insured.
- f) In the event of loss of life, Europæiske ERV is entitled to demand an autopsy and to receive the results of such autopsy along with a copy of the death certificate and probate court certificate.

##### Dental treatment

- g) The Insured must provide a declaration with the diagnosis from the local treating dentist and upon request the Insured must also allow Europæiske ERV's dentist access to all relevant medical details including information about previous *dental treatments* and x-rays.
- h) If the Insured has paid for the expenses, a claims form must be submitted with the original invoices and receipts for expenses for which compensation is claimed.

##### Assault

- i) *Assault* must be reported to the local police as quickly as possible. A police report must be sent to Europæiske ERV in the original version.
- j) A local physician/hospital must be consulted immediately after an *assault*. A medical report must be submitted to Europæiske ERV.
- k) Europæiske ERV is entitled to obtain information from hospitals, physicians, dentists or others who are or have been treating the Insured.
- l) In case of the demise of the Insured, Europæiske ERV is entitled to demand an autopsy and to receive the results of such autopsy along with a copy of the death certificate and probate court certificate.

Table for s. 17.3 All amounts in DKK	Theft from locked hotel room or locked safety box	Theft noticed in flagranti	Theft from locked car	Theft from other locations	Lost checked-in baggage	Damage and erroneous exchange
Items which the Insured brings and acquires during the journey which are not excluded under Section 17.2 or separately listed in this table	Up to sum insured	Up to sum insured	Up to sum insured	Up to sum insured	Up to sum insured	Up to sum insured
Money in cash, securities, traveller's cheques and credit cards	5.000	5.000	10 % of sum, a maximum of 2.500	Not covered	Not covered	Not covered
Passports and tickets	Up to sum insured	Up to sum insured	Up to sum insured	Up to sum insured	Not covered	Not covered
Recordings, drawings, manuscripts and the likes	Value of the raw materials	Value of the raw materials	Value of the raw materials	Value of the raw materials	Value of the raw materials	Value of the raw materials

## 16 Life insurance - permanent disability (Illness)

The cover, Life Insurance has been established via AP-Pension (a Danish mutual life and pension-insurance company); Company Reg. No. 18530899 and can only serve as an addition to the cover Personal Accident. Please note that professional sports men and women can not take out this insurance.

### 16.0 Sum insured

The sum insured appears from the policy.

### 16.1 Which cover types are included under Life Insurance and Permanent Disability?

- A Life Insurance - Compensation for loss of life
- B Disability compensation for illness

### 16.2 What does the insurance cover?

#### A Life - compensation in case of death

- 1) In the event of the Insured's demise although not as a consequence of a personal accident (sudden effect on the body resulting in a determinable injury), the sum insured for loss of life will be paid.

Furthermore, the following covers apply for journeys within and outside the *country of residence*.

- 2) Cover in connection with journeys outside the *country of residence*:  
If the Insured is repatriated by Europæiske ERV during travels abroad, the insurance covers compensation in case of the Insured's demise if the Insured dies as a direct consequence of or due to complications of the illness which prompted the *repatriation* for up to 14 days after the arrival to the *country of residence*.
- 3) Cover in connection with journeys within the *country of residence*:  
If the Insured is acutely hospitalised during journeys within the *country of residence*, the insurance covers compensation in case of the Insured's demise if the Insured dies as a direct consequence of or due

to complications of the illness which prompted the hospitalisation for up to 14 days after the point of hospitalisation. It is a condition that the *country of residence* is stated as a geographical area of coverage on the policy.

#### B Compensation for permanent disability, in case of illness

- 1) The Insured is entitled to disability compensation to the extent that an illness occurring during the journey is the sole and direct cause of permanent disability of at least 5%. The degree of disability is fixed as soon as the Insured's state of health has stabilised, i.e. when the Insured's state of health is no longer expected to alter to a marked extent, although not later than 3 years after the date on which the illness occurred.
- 2) The degree of disability will be assessed in accordance with the medical degree of disability, without taking the Insured's occupation into consideration.
- 3) The disability compensation will amount to double the percentage of the sum insured corresponding to the percentage (i.e. degree) of disability.

#### Existing disability

- 4) An existing disability does not entitle the insured to any higher assessment of compensation than if such disability had not previously existed. No compensation will be paid in respect of a disability existing prior to the occurrence of the illness.
- 5) An existing disability does not entitle the insured to compensation.

### 16.3 Who will receive compensation?

- a) Compensation for personal disability is paid to the Insured, and it is a condition for payment that the Insured is alive on the date on which a claim can be made for payment of the compensation.
- b) In the event of the demise of the Insured, if Europæiske ERV has not received written instructions

to the contrary, the sum insured for loss of life will be paid to the *next of kin*. If there are no persons defined as *next of kin*, the sum is paid to inheritors of the Insured in accordance with Danish law about heritage.

#### 16.4 Special provisions

- a) The Insured must be in continuous treatment by a physician and must follow the physician's instructions.
- b) Under this cover, the term occurred entails that the Insured can prove to a feasible degree that he/she was infected or had the first signs of illness during the stay abroad. If the Insured has the first signs of illness before the stay abroad, and if the illness is diagnosed during the stay abroad, the illness is not regarded as occurred during the stay abroad.
- c) Irrespective of whether several parts of the body suffer permanent disability, the degree of disability cannot, on aggregate, exceed 100%.

#### 16.5 Exclusions

The insurance does not cover

- a) death compensation to persons, who have not reached the age of 8 years,
- b) persons who on the date of the event leading to the claim have reached the age of 65 years,
- c) claims covered by Personal Accident.

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

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

- a) Europæiske ERV must be notified as soon as possible in case of a claim by filling in the claims form and sending it to the Company. For proper assessment of Europæiske ERV's compensation liability, it is important that the claim report provides an exact description of the occurrence. If the Insured has received medical treatment by a physician or hospital treatment, this must be stated in the claims form, along with the names and addresses of attending physicians and/or hospitals.
- b) Medical report or hospital record, must be submitted to Europæiske ERV as soon as the Insured is in possession of these documents.
- c) Europæiske ERV is entitled to obtain information from hospitals, physicians, dentists or others who are treating or have treated the Insured.
- d) In the event of loss of life Europæiske ERV is entitled to demand an autopsy and to receive the results of such autopsy along with a copy of the death certificate and probate court certificate.

#### Baggage

#### 17 Theft, damage or lost baggage

##### 17.0 Sum insured

The sum insured appears from the policy.

##### 17.1 Which items are covered by the insurance?

Items for business or private purposes which the Insured brings with him/her or acquires during the journey, including money in cash, credit cards, securities, tickets and passports.

##### 17.2 Which items are not covered by the insurance?

- trade samples, commercial goods and collections,
- motor vehicles, including keys
- boats,
- windsurfers and surf boards
- caravans,
- trailers,
- bicycles and other means of transportation,
- Items that the Insured rents or borrows during the journey
- accessories to the above,
- contact lenses or *prostheses*.

##### 17.3 Which claims are covered by the insurance?

The details are presented below in schematic form. A single item is covered by up to a maximum of 50% of the sum insured.

##### 17.4 Special provision on the cover of equipment

- a) a single object with accessories is covered to a maximum limit of DKK 15.000,
- b) during air transport, bus transport and/or train transport computer-gear, tablets, GPS-gear, mobile phones, watches, glasses, sunglasses, diving computers, photo-gear, video-gear as well as audio-gear, including portable music players are covered only insofar these are carried as hand baggage,
- c) cash, credit cards, tickets and similar articles of value are covered to a maximum limit of DKK 5.000 all told and are only covered in case of fire, theft from a locked hotel room and/or locked "safety box" (but only if evidence of forced entry is visible) or theft of valuables carried on or by the insured and then only if the theft is noticed at the time of the crime,
- d) photo-gear, video-gear and computer-gear are considered for the purposes of this policy as a single object, and thus each are covered with up to 50% of the sum insured,
- e) *jewellery* is covered with 50% of the sum insured, although to a maximum limit of DKK 15.000 all told and are covered only in case of fire, theft from a locked hotel room and/or locked "safety box" (but only if evidence of forced entry is visible) or robbery,
- f) theft from locked motor vehicle is covered with up to 50% of the sum insured. It is, however a precondition that there are clear signs of forced entry on the vehicle.

##### 17.5 Special provisions

- a) In the event of missing documentation for price and the date of acquisition, Europæiske ERV is entitled to reduce the compensation.
- b) Baggage is not regarded as lost until the airline, states that the search for such baggage has been terminated and the baggage has not been found. It takes some airlines up to 4 weeks to issue this statement.
- c) If any items are *damaged*, these items can not be thrown away before Europæiske ERV has permitted it or the claim has been handled. The Insured must send the *damaged* items to Europæiske ERV on request

## 17.6 Exclusions

The insurance does not cover

- a) loss or *damage* caused by wear and tear and gradual deterioration, scratches, dents or defacement of baby carries/strollers, suitcases or other packaging, if the utility value is not essentially reduced,
- b) *damage* on items as a consequence of common use,
- c) items which are sent separately as these are not covered during transportation or before they are collected by the Insured,
- d) forgotten, lost or misplaced items,
- e) theft of items which have been left without effective surveillance. The insured items can not be left behind by the Insured, not even for a shorter period of time, if they are not locked within a house, motor vehicle, caravan, baggage box or something similar,
- f) theft of items which are kept in motor vehicles during parking during the night,
- g) theft, when there are no signs of forced entry,
- h) items when the Insured does not produce documentation and where it is usual and customary for the Insured to be able to produce documentation for his/her loss,
- i) *damage* on, misplacement of or lost baggage during transport, which is reported without original P.I.R. (Property Irregularity Report) which is issued by the air craft carrier or the luggage handling company at the *destination* (can be collected for 7 days after the return),
- j) indirect loss, including loss in connection with the abuse of credit cards and bank cards,
- k) software and supplementary covers for electronic items,
- l) recoding of locks,
- m) change of locks.

## 17.7 How is the compensation calculated?

- a) Objects which can be documented (receipt, guarantee certificate etc.) to be less than two years old are replaced with the value of a similar new object.
- b) Objects which can be documented (receipt, guarantee certificate etc.) to be more than two years old are replaced with the cost to reacquire the object less depreciation to age, use, fashion, reduced usability or other circumstances

The deductions for items of decrease in value are calculated as follows:

- 0 -2 years – No deduction
- 2-3 years – 20 % deduction
- 3-4 years – 30% deduction
- 4-5 years – 40 % deduction
- 5- years – 50% deduction

Depreciation on PCs, laptops and tablets/smart-phones is calculated thus:

- 0-1 years – no deduction
- 2-3 years – 33% deduction
- 3-4 years – 66% deduction
- 3 – years – 100% deduction

- d) Europæiske ERV can choose to have the *damaged* item repaired or to pay an amount corresponding to

the repair costs. If the items can not be repaired, they must be sent to Europæiske ERV on request. After the payment of compensation, the items belong to Europæiske ERV.

- e) Europæiske ERV is entitled, but not under any obligation, to redeliver. If redelivery is not desired, the Insured will receive a compensation equivalent to Europæiske ERV's expenses towards redelivery.
- f) If an insured item consists of 2 or more parts, the compensation will only be granted for the lost or *damaged* part.
- g) Film recordings, tape recording, video recordings, other digital recordings, manuscripts, drawings and the like are only compensated with the value of the raw material.

## 17.8 In case of the claim - documentation requirements

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

- a) The nearest police authority is duly notified in case of theft of items of a value exceeding DKK 1,500 and that the original receipt for the notification is sent to Europæiske ERV,
- b) the Insured reports the claim to the local police as soon as possible after returning home if, for an exceptional reason, the police cannot be notified at the location of the theft or robbery, e.g. on account of immediately imminent departure. The original receipt for the notification must be sent to Europæiske ERV.
- c) *damage* to or loss of checked-in baggage or cases of baggage which has been misplaced must be reported to the airline or other carrier. The receipt for the notification must be sent to Europæiske ERV in the form of the original P.I.R. (Property Irregularity Report) or report for any other carrier, with the itinerary, tickets and luggage tags,
- d) the Insured sends to Europæiske ERV original invoices and receipts, guarantee certificates or comparable original documentation as documentation for the age and value of the effects. Furthermore, the Insured shall specify the items for which compensation is claimed, stating the nature of the item, make, type, age, purchase price and trade price immediately prior to the loss or *damage*,
- e) the Insured sends in a claims form.

## 18 Delayed baggage

### 18.0 Sum insured - DKK 5,000

#### 18.1 Which claims are covered by the insurance?

The insurance covers in cases where checked-in baggage is delayed in relation to the expected arrival at the *destination*.

#### 18.2 Which expenses are covered by the insurance?

The insurance covers usual and customary expenses towards compensating purchases

- a) with up to DKK 3,000 during travels outside the *country of residence*,
- b) with up to further DKK 2,000 in cases where checked-in baggage is more than 48 hours delayed during travels outside the *country of residence*,
- c) with up to DKK 1,000 in cases where checked-in

baggage is delayed more than 24 hours in relation to expected arrival to the *destination* in the *country of residence* if the Insured is commencing a new journey abroad within 96 hours after the expected arrival to the *country of residence*. It is a condition that the new journey abroad is booked before the delay occurred,

- d) with up to DKK 3,000 during journeys in Denmark/ the *country of residence* if this geographical area is stated on the policy,
- e) with up to further DKK 2,000 during journeys in Denmark/the *country of residence* where checked-in baggage is more than 48 hours delayed if this geographical area is stated on the policy.

### 18.3 Exclusions

The insurance does not cover

- a) compensating purchases conducted after the baggage has reached the Insured at the *destination*,
- b) compensating purchases conducted after the Insured has arrived to the *country of residence* (except section 18.2.c),
- c) expenses towards transport.

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

It is a condition for Europæiske ERV's compensation liability that the following items are provided in original

- a) P.I.R (Property Irregularity Report) issued by either the airline carrier or the handling company at the airport at the *destination*,
- b) ticket (s) or itinerary and
- c) receipts documenting the purchases.

## 19 Baggage service

### 19.0 Sum insured - Unlimited

#### 19.1 Which claims are covered by the policy?

The insurance covers claim events where checked-in baggage has been delayed in relation to its expected arrival at the *destination* outside the *country of residence*. Baggage service is an offer of assistance, but in no way a guarantee of obtaining the lost baggage.

#### 19.2 What does the insurance cover?

The insurance covers

- a) advice and guidance by Europæiske ERV,
- b) that Europæiske ERV takes over contact to the airline or handling company with a view to tracing the baggage, and deliver it to the insured as soon as possible,
- c) that Europæiske ERV shall keep the insured informed of the matter

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

It is a condition for Europæiske ERV's assistance that the insured states the number of the P.I.R. (Property Irregularity Report), which is issued by the air carrier at the airport at the *destination*, flight number, time of arrival in the airport in question, telephone numbers to airline or handling company and a telephone number to the insured.

## Personal liability and legal aid

### 20 Personal liability

#### 20.0 Sum insured

Personal injury DKK 10,000,000

Damage to property DKK 5,000,000

#### 20.1 Which claims are covered by the insurance?

The insurance covers if the Insured under law in force in the country where the accident occurred becomes liable to pay for personal injuries or *damage* to property under ordinary rules on compensation liability outside contractual relationships.

As a general guideline it should be noted that under Danish law a person normally incurs legal liability when, through error or neglect, he/she is the cause of the loss or *damage*.

#### 20.2 Which expenses are covered by the insurance?

The insurance covers

- a) reasonable and customary expenses towards determining the issue of compensation liability and the scope of compensation. The expenses are paid after approval from and in consultation with Europæiske ERV,
- b) the amount the insured becomes liable to pay. The expenses are paid after approval from and in consultation with Europæiske ERV,
- c) *damage* to rented domicile/hotel and contents, however with a deductible of DKK 2,000 per claim event.
- d) injury caused during active participation in skiing, snowboarding, sledging/tobogganing or similar, but limited to a maximum of DKK 50.000 per incident.

#### 20.3 Limitation

The policy covers bodily injury up to a limit of DKK 12 million and *damage* to property up to a limit of DKK 6 million even though liability is imposed upon several persons and even though the event is covered by one or more policies taken out with Europæiske ERV.

#### 20.4 Special provision

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

### 20.5 Exclusions

The insurance does not cover

- a) claims arising out of or incidental to contracts (with the exception of section 20.2.c),
- b) claims arising in connection with the Insured's occupation or work,
- c) loss, *damage* or injury arising as a consequence of the Insured having incurred by contract or by other means a liability more extensive than that generally obtaining in the ordinary rules governing non-contractual liability,
- d) for loss of or *damage* to items (with the exception of section 20.2.c) the insured owns, hires, stores, uses, uses for transportation, manufactures or processes and items the insured has taken possession of or otherwise are in the insured's care,

- e) loss, *damage* or injury caused by domesticated animals,
- f) claims arising as a consequence of the Insured having transmitted disease to another person via infection or otherwise,
- g) liability for *damage* caused while using motor vehicles, caravans, trailers or aircraft,
- h) liability for *damage* caused while using marine craft which are 3 m or more in length with sail or motor or marine craft less than 3 m in length whose engine power exceeds 3 HP,
- i) fines or similar demands imposed on the Insured,
- j) *random accidents*,
- k) *damages* caused by firearms.

## 20.6 In case of a claim - documentation requirements

It is a condition for the compensation liability that the Insured

- a) gives Europæiske ERV all pieces of information that can elucidate the matter, including the original police report or receipt for such reporting to the police, exact description of the place of accident, name and address of all persons involved, information about other insurance that could cover the *damage* done and witness statements,
- b) sends in specified specification of the *damage*,
- c) sends in a claims form.

## 21 Excess in connection with motor vehicle hire

### 21.0 Sum insured - DKK 5,000

The sum insured is per policy per travel period

### 21.1 Which claims are covered by the insurance?

The insurance provides cover in connection with *damage* to hired private cars, motorbikes, scooters or mopeds during travel outside the *country of residence*.

### 21.2 Which expenses are covered by the insurance?

The insurance covers expenses towards any excess payable pursuant to the vehicle Insurance taken out for the motor vehicle.

### 21.3 Exclusions

The insurance does not cover

- a) if no vehicle insurance has been taken out for the car, motorbike, scooter or moped,
- b) if, under the laws of the country in which the vehicle was hired, the Insured was not authorized to drive the vehicle.

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

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

- a) provides Europæiske ERV with all the information needed to shed light on the case,
- b) submits documents, including a police report or other proof that the incident has been reported, original receipts and a loss assessment from the car hire firm's insurers etc.,
- c) sends in a claims form.

## 22 Global legal aid

### 22.0 Sum insured - DKK 100,000

#### 22.1 Which claims are covered by the insurance?

The insurance covers in connection with *causes of action* occurring during the journey.

#### 22.2 Which expenses are covered by the insurance?

The insurance covers usual and customary expenses towards

- a) legal assistance,
- b) in connection with charges/indictments for a criminal offence. The expenses are covered up to and including the decision of the matter at an inferior court – however, a maximum of DKK 25,000. If the Insured is found guilty of the offence by the court of first instance, the legal expenses are considered an interest-free loan repayable to Europæiske ERV on demand,
- c) travelling and accommodation if the Insured is summoned as a witness or to a hearing at a court abroad.

#### 22.3 Excess

An excess/deductible applies to any claim under this cover. The excess shall amount to 10% of the aggregate costs, and minimum DKK 2,500.

#### 22.4 Special provision

Any choice of a foreign lawyer must be accepted by Europæiske ERV.

Before the expenses towards an elected lawyer can be covered, Europæiske ERV must receive a statement from the lawyer, assessing the cause of action and *litigation risk*.

#### 22.5 Exclusions

The insurance does not provide cover for legal causes

- a) in connection with legal proceedings or arbitration cases between the insured or Policy holder and the travel agency, travel operator, or travel provider,
- b) in connection with actual indemnity, fines or *damage-like* demands,
- c) in connection with litigation concerning contractual, business or employment circumstances,
- d) in connection with litigation concerning liability for or due to the use of motor vehicles or vessels/craft at all,
- e) in connection with litigation concerning narcotics,
- f) in connection with litigation concerning firearms,
- g) in connection with litigation concerning the insured's participation in criminal actions,
- h) between the insured and the Policy holder,
- i) in connection with issues concerning family law or law of inheritance,
- j) between the insured and Europæiske ERV.

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

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

- a) Europæiske ERV receives all relevant information and documentation that may shed light on the case, including an account of the case in writing including



statement from the counterpart, the claim (may also include the claim of the counterpart), a written statement explaining the case with an exact account of the allegations supporting the claim and a statement of which steps in the process which have been taken or will be taken and which require reimbursement,  
b) the Insured sends in a claims form.

## 23 Bond/bail

### 23.0 Sum insured - DKK 100,000

#### 23.1 Which claims are covered by the insurance?

The insurance covers if the Insured is detained by public authorities.

#### 23.2 Which expenses are covered by the insurance?

The Insurance covers

- a) bond/bail. For the purposes of this policy the term "issuing of bond/bail" shall be taken to mean payment which can permanently or temporarily secure the release of the Insured or his/her possessions from detention/seizure effected by public authorities. The bond/bail is provided as an interest-free loan which shall be repaid to Europæiske ERV immediately upon release of the amount deposited as bond/bail,
- b) travelling expenses for a person chosen by the Insured, max. economy class, to the Insured and return journey to his/her residence if the Insured is detained by public authorities for more than 48 hours.

#### 23.3 Special provision

If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.

#### 23.4 Exclusion

The policy does not cover

- a) legal problems between the insured or the Policy holder and the travel agency, travel operator, or travel provider,
- b) legal problems in connection with contractual, business or employment circumstances,
- c) legal problems in connection with family law or law of inheritance,
- d) legal problems between the insured and Europæiske ERV
- e) cases which did not arise during the journey,
- f) litigation concerning liability for or due to the use of motor vehicles or vessels/craft at all,
- g) actual indemnity, fines or *damage*-like demands.

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

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

- a) provides Europæiske ERV with all the information relevant to the case,
- b) sends in a claims form,
- c) provides the relevant documents, including an account of the case in writing.

## Curtailement and replacement employee

### 24 Curtailement: Domestic Reasons

#### 24.0 Sum insured - Unlimited

##### 24.1 Which claims are covered by the policy?

The insurance provides cover if the Insured

- a) is curtailed to his/her *country of residence* due the death or sudden life-threatening acute aggravation of an existing illness or *acute illness*/injury requiring hospitalisation of the insured's spouse, children, *step-children*, *foster children*, cohabitant living at the same address as the insured, children-in-law, grandchildren, parents, *stepparents*, *foster parents*, grandparents, parents-in-law, siblings, *stepsiblings*, *foster siblings*, sisters-in-law and brothers-in-law,
- b) is informed of essential and acute events in the Insured's domestic circumstances in the *country of residence*, such as fire, burglary or flooding in the Insured's home, and subject to the condition that the immediate presence of the Insured is required and that such events could not have been foreseen/expected at the time of the Insured's departure from the *country of residence*.

##### 24.2 Which expenses are covered by the insurance?

The insurance covers reasonable and necessary *extra expenses* towards

- a) transportation to the *country of residence* with the same means of transportation as the Insured chose on the initial journey, although maximum scheduled flight,
- b) return journey to the insured's location at the time of the curtailement with the same means of transportation as the Insured chose on the initial journey, maximum scheduled flight, and subsequent return journey to the *country of residence*. The return journey must be made not later than 14 days after such curtailement.

##### 24.3 Special provisions

- a) It is a condition that the criteria under section 24.1. are met at the time of the *journey home*.
- b) If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.

##### 24.4 Exclusions

The insurance does not cover

- a) if in accordance with the original itinerary the Insured arrives in the *country of residence* less than 12 hours from the planned time of arrival,
- b) in cases in which the person who is the cause of the curtailement has participated in the same journey as the Insured and has been repatriated,
- c) expenses towards *journey home* arranged by the Insured, if these expenses would not have been relevant if Europæiske ERV had arranged the transport.

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

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

- a) in the event of the hospitalisation or death of one of the Insured's *next of kin*, the Insured shall procure a medical certificate or death certificate from the attending physician or hospital who/which has attended the Insured's relative in the *country of residence*,
- b) in the event of burglary, fire or the like, which requires the presence of the Insured, the Insured must procure a police report and must document that his/her presence was required,
- c) the Insured sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

#### 25 Curtailment: business reasons

##### 25.0 Sum insured - Unlimited

##### 25.1 Which claims are covered by the policy?

The insurance provides cover if the insured

- a) is curtailed to the *country of residence* due to death, an acute, life-threatening aggravation of an existing illness or *acute illness/injury* requiring hospitalisation of the insured's *close colleagues* in the *country of residence*,
- b) is informed of essential and acute events in the Insured's business/work circumstances in the *country of residence*, such as fire or a work stoppage in breach of the collective agreement in the Insured's firm or fraudulent acts perpetrated by an employee of the firm, and subject to the condition that the immediate presence of the Insured is required for economic reasons and that such events could not have been foreseen/expected at the time of the Insured's departure from the *country of residence*.

##### 25.2 Which expenses are covered by the insurance?

The insurance covers reasonable and necessary *extra expenses* towards

- a) transportation to the *country of residence* with the same means of transportation as the Insured chose on the initial journey, although maximum scheduled flight,
- b) return journey to the insured's location at the time of the curtailment with the same means of transportation as the Insured chose on the initial journey, maximum scheduled flight, and subsequent return journey to the *country of residence*. The return journey must be made not later than 14 days after such curtailment.

##### 25.3 Special provisions

- a) It is a condition that the criteria under section 25.1 have been met at the time of return journey.
- b) If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.

#### 25.4 Exclusions

The insurance does not cover

- a) if in accordance with the original itinerary the Insured arrives in the *country of residence* less than 12 hours from the planned time of arrival,
- b) in cases in which the person who is the cause of the curtailment has participated in the same journey as the Insured and has been repatriated,
- c) if Europæiske ERV covers curtailment for Business reasons, pertaining to the same employee or event for another employee,
- d) expenses towards *journey home* arranged by the Insured, if these expenses would not have been relevant if Europæiske ERV had arranged the transport.

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

- a) In the event of the hospitalisation or death of one of the Insured's *close colleagues*, the Insured shall procure a medical certificate or death certificate from the attending physician or hospital who/which has attended the Insured's *close colleagues* in the *country of residence*.
- b) In the event of burglary, fire or the like, which requires the presence of the Insured, the Insured must procure a police report and must document that his/her presence was required.
- c) The Insured must send a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

#### 26 Replacement employee

##### 26.0 Sum insured - Unlimited

##### 26.1 Which claims are covered by the policy?

The insurance provides cover if the Insured

- a) becomes unfit for work for at least 5 consecutive days as a consequence of serious *acute illness/injury* or demise. It is a condition that the event is covered by the cover illness.
- b) is curtailed in accordance with the cover Curtailment for domestic reasons or Curtailment for business reasons.

##### 26.2 Which expenses are covered by the insurance?

The insurance covers reasonable and necessary *extra expenses* towards

- a) transportation of replacement person to the insured's location and subsequent return journey to the *country of residence* using the same form of transport, as the Insured chose on the initial journey, maximum economy class In claim events mentioned under section 26.1 a) the insurance furthermore covers reasonable *extra expenses* to
- b) the Insured's *journey home* to the *country of residence* using the same form of transport, as the Insured chose on the initial journey, maximum economy class. It is a condition that this will result in an arrival time at least 2 days prior to the scheduled arrival.

### 26.3 Special provisions

- a) If a privately owned car is used, documented expenses towards fuel, ferry tickets, bridge taxes and road taxes are covered if these expenses do not exceed the expenses Europæiske ERV would have had in connection with a similar transport/journey.
- b) It is a condition that the replacement employee is sent to take over or complete the work tasks of the Insured.

### 26.4 Exclusion

The insurance does not cover expenses towards a journey arranged by the Insured, if these expenses would not have been relevant if Europæiske ERV had arranged the transport.

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

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

- a) the Insured shall procure a medical certificate from the attending physician or hospital at the relevant location stating that the Insured cannot perform the work assigned on account of illness or injury. The medical certificate shall furthermore contain information on the diagnosis and the expected duration of the inability to work,
- b) sends a claims form to Europæiske ERV, along with original documentation for expenses for which compensation is claimed.

## 27 Missed departure, delayed flight and cancellation of flights

### 27.0 Sum insured - Unlimited

### 27.1 Which claims are covered by the policy?

#### 27.1.1 Missed departure

The insurance covers in cases where the Insured through no fault of his or her own and without being able to foresee it, arrives late for a public means of transport or for a means of transport organized by the tour operator and therefore subsequently has to catch up with his/her itinerary.

#### 27.1.2 Delayed flights and cancellation of flights

The insurance covers when the Insured is delayed at least 4 hours at the airport, if the planned flight connection to which the Insured had booked a seat and confirmed the booking, is annulled, delayed or over-booked (only in case of forced over-booking).

### 27.2 Which expenses are covered by the insurance?

#### 27.2.1 Missed departure

The insurance covers usual and customary

- a) *extra expenses* towards transport in order to be able to resume the *fixed itinerary* at maximum the same class as the original outward journey,
- b) *extra expenses* towards accommodation in a hotel approved by Europæiske ERV with up to DKK 1,000 per day,
- c) expenses towards meals and local transport with up to DKK 250 per day,

- d) purchase of toiletries and clothing with up to DKK 500 per claim event if the accommodation in a hotel is necessary and the baggage can not be delivered.

#### 27.2.2 Delayed flights and cancellation of flights

The insurance covers usual and customary

- a) *extra expenses* towards accommodation in a hotel approved by Europæiske ERV with up to DKK 1,000 per day,
- b) expenses towards meals and local transport with up to DKK 250 per day,
- c) purchase of toiletries and clothing with up to DKK 500 per claim event if the accommodation in a hotel is necessary and the baggage can not be delivered.

### 27.3 Special provisions

- a) In case of missed departure it is a condition for reimbursement that the ticket (s) is/are booked and paid no later than 24 hours before departure,
- b) In case of delayed flight or cancellation of flights it is a condition for Europæiske ERV's compensation liability that the *extra expenses* are not paid by the transport company or any other party.

### 27.4 Exclusions

The insurance does not cover in cases where the official minimum transfer time, i.e. the minimum connecting time stated by the airlines in their timetables (Minimum Connecting Time) has not been observed.

### 27.5 Claims procedure - documentation

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

- a) original, unused plane ticket(s),
- b) itinerary,
- c) original documentation for relevant expenses,
- d) original document from the airline stating the delay/ the cancellation,
- e) a claims form.

## 28 Cancellation

### 28.0 Sum insured

The sum insured is stated on the policy.

### 28.1 Which claims are covered by the policy?

The insurance covers when the Insured can not commence the journey or can not go through with the purpose of the journey for the following reasons

- a) death or *acute illness* or injury involving either the Insured or the Insured's spouse, cohabite(e) registered at the same address as the Insured, children and parents,
- b) death or *acute illness* or injury among the Insured's *close colleagues* which requires hospitalization,
- c) illegal strike at the Insured's own company within 2 weeks before departure,
- d) fire, flooding, burglary, storm *damage* in/at the Insured's private residence or firm within 2 weeks before departure if the Insured's presence is required,
- e) fraudulent behavior at the Insured's own firm or the firm where the Insured is employed within 2 weeks before departure if the Insured's presence is required,

- f) The Insured is for medical reasons unable to be vaccinated when a certain vaccination is medically and legally required after the booking of the journey,
- g) The Insured is unable to be vaccinated due to pregnancy and requirements towards the health of the embryo. It is a condition that the Insured was not pregnant when the journey was booked,
- h) *the Danish Ministry of Foreign Affairs* advises against all travels to the *destination*.

## 28.2 Which expenses are covered by the insurance?

The insurance covers pre-paid expenses towards transport, accommodation; conferences, courses and car hire which can not be reimbursed elsewhere.

## 28.3 Exclusion

The policy does not cover

- a) in case the disease, injury or the cause of death, which is the reason for the cancellation, has shown symptoms or was present at the time when the travel was booked, and if the need for treatment could be expected with some degree of probability before beginning the travel,
- b) in case the insured has failed to seek medical attention, has rejected or abandoned treatment for the disease, even though the insured should know or presume that the disease needed treatment or had deteriorated significantly,
- c) in case the cancelled travel is a partial element of the whole travel,
- d) in case the cancellation is made due to a change of travel plans, second thoughts, altered conditions at the *destination*, *natural disasters*, terrorism or similar
- e) in case the claim event has occurred before booking the travel,
- f) in case the claim is a direct or indirect result of intentional acts or gross negligence or omissions on the part of the insured, unless it can be proven that the claim is not connected with these.

## 28.4 In case of a claim - documentation requirements

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

- a) the Insured notifies Europæiske ERV and the travel operator immediately in case of a cancellation,
- b) the Insured no later than on the day of departure makes sure the health certificate on the claims report is filled out, stating a diagnosis from the treating physician. The Insured covers the expense towards the health certificate. On request, the Insured must provide Europæiske ERV's physician access to all relevant medical journals and information about previous illness,
- c) the Insured provides Europæiske ERV with all information and documentation, including of death certificate, police report, and the like
- d) the Insured sends in a claims form.

## 29 Security service

### 29.0 Sum insured - DKK 750,000

#### 29.1 Which claims are covered by the policy?

The policy covers in case the Insured is kidnapped or exposed to *hijacking* during a business trip.

#### 29.2 What is covered by the insurance?

The insurance covers

#### The Insured

- a) daily compensation with up to DKK 2,500 per day with an upper limit of DKK 250,000,
- b) psychological crisis handling after release with an upper limit of DKK 50,000,

#### The Company

- c) counselling and negotiation by Europæiske ERV's cooperation partner up to a maximum of DKK 50,000,
- d) transport expenses for one substitute employee with a maximum of DKK 50,000,
- e) salary compensation for the Insured for the period of being held hostage with a supplement of one month to a maximum of DKK 250,000,

#### Spouse/cohabitant, children, siblings or parents

- f) continuous information from Europæiske ERV and psychological crisis handling with an upper limit of DKK 50,000,
- g) expenses for transport, accommodation, food and loss of earnings up to a maximum of DKK 50,000 to travel to the country/area where the Insured is. This cover only applies if the Insured has been detained for more than 48 hours.

## 29.3 Exclusion

The policy does not cover ransom.

## 29.4 In case of a claim - document requirements

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

- a) Europæiske ERV is notified immediately upon ascertainment of *kidnapping* or *hijacking*,
- b) the Insured sends in a claims report with original documentation for the expenses.

## Chapter 4 General conditions

### 30 General Exclusions:

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

- a) disease and illness which originate from before the policy has taken effect, or are consequences of such disease or illnesses,
- b) disease of the teeth which has not arisen acutely during the travel, and where *dental treatment* is not temporary, pain relieving and can await homecoming,
- c) venereal diseases, AIDS, AIDS-related diseases and diseases which are related to HIV-antibodies (HIV positive). However, diseases related to ADIS and HIV-antibodies (HIV-positive) are covered if it can

- be documented that they are the result of a blood-transfusion received during the insurance-period whilst travelling. HIV-virus is also covered if it can be documented that the insured has sustained it as a result of an accident during travel. In the latter case the insured must inform Europæiske ERV about this within 14 days and proved negative HIV-antibody test,
- d) any kind of fertility-treatment, including hormone therapy, insemination or other treatment relating to such,
  - f) cosmetic surgery or treatment. However, cases where operation/treatment is a medical necessity and have been approved by Europæiske ERV are covered,
  - g) obesity or diabetes operations,
  - h) contraception including sterilization,
  - i) treatment for sexual dysfunction,
  - j) any kind of consumption or substance abuse of alcohol, narcotics and/or medication, unless it can be documented that the disease or injury is not linked to this,
  - k) claims which have been caused by the insured during self-induced intoxication when said intoxication is a significant contributing cause of the claim,
  - l) self-inflicted bodily injury, suicide or attempted suicide,
  - m) injury caused by gross negligence and/or intent
  - n) any kind of experimental treatment, treatment by naturopaths, homeopaths and with natural and homeopathic medicines, other forms of alternative treatment as well as care which is not part of the medical or surgical treatment,
  - o) claims arising as a direct or indirect consequence of *active participation in war*, invasion, hostile attack, civil unrest (regardless of whether war has been declared or not), civil war, terrorist actions, rebellion/insurgency, revolution, revolt, military or other seizure of power, military state of emergency/martial as well as military operations on land, by sea or air (regardless of whether war has been declared or not),
  - p) claims occurring in countries or areas listed on Europæiske ERV's War- and Risk List under *War zone*,
  - q) claims arising as a direct or indirect consequence war, warlike actions, rebellions/insurgency, civil unrest, in cases where the country or area is listed on Europæiske ERV's War- and Risk List under *Risk zone* at the time the claim occurs, unless a premium loading has been paid as per item 1.6,
  - r) atomic nuclei reactions or radioactive fallout, release of atomic energy or radioactive forces or radiation from radioactive fuel or waste as well as employees at nuclear facilities/power plants while carrying out their work assignment,
  - s) treatment undertaken by the insured, the insured's spouse, parents or children, or a company belonging to one of the aforementioned,
  - t) expenses due to illness in case of *epidemics* taken under public care,
  - u) the insured's rejection or lack of adherence to instructions given by Europæiske ERV's medical consultant or treating physician,
  - v) the insured does not wish to accept medical transport or *repatriation* as per item 2.2.3,

- w) claims arising as a direct or indirect consequence of strike, lockout, arrest, seizure or other measure taken by the authorities,
- x) transport covered by the policy but not facilitated by Europæiske ERV. However, an amount equal to the expenses Europæiske ERV would have had in connection with a similar transport is covered,
- y) professional sport and training for such,
- z) motor racing and *extreme sport*,
- æ) expeditions, mountain climbing and mountaineering,
- ø) claims incurred during air travel, unless the insured is travelling as a passenger in a nationally registered aircraft.

### 31 Premium payment

The first premium is due for payment no later than the date on which the policy comes into force and subsequent premiums on the specified due payment date. The premium will be collected via giro or via a bank. The policyholder bears the costs of premium collection.

Premium Tax to the State is calculated in accordance with the provisions in the Premium tax act and collected along with the premium.

The premium collection will be sent to the payment address specified by the policyholder. If the payment address is changed, Europæiske ERV must be notified immediately.

If the payment has not been paid, Europæiske ERV will send a reminder. The reminder will be sent not earlier than 14 days following the date on which payment is due. This reminder contains information stating that the cover provided by the policy will lapse if the premium has not been paid at the latest 14 days following the date on which the reminder is sent.

In case of missing payment of premium and attendant reminder Europæiske ERV is entitled to charge reminder fee in accordance with the at any time applicable rules. Europæiske ERV reserves the right to regulate fees to the extent these do not cover Europæiske ERV's actual expenses.

In case of delayed payment of premium Europæiske ERV may suspend payment of all claims under the policy. This suspension cal last until such time as Europæiske ERV has received all premiums due including any would-be interest.

### 32 Index-adjustment

Index-adjustment is made on the basis of the consumer price index published by Denmark's Central Bureau of Statistics for the month of June. The base point for adjustment is the consumer price index for September 2002.

Europæiske ERV is entitled to make index-adjustment based on another index insofar as this change is made effective for all insurances of the same kind.

If publication of the consumer price index is discontinued or if the basis on which it is compiled is altered, Europæiske ERV is entitled to stipulate new rules for future index-adjustment.

#### **Premium**

All premiums for the individual cover types are index-adjusted annually on the principal date of payment.  
Sum insured

The following total sums insured are index-adjusted:

- Accident (excluding *assault*)
- Life Insurance - Permanent disability (illness)
- Baggage

Personal Accident can be taken out with or without index-adjustment.

### **33 Duration and cancellation of the insurance**

- This policy is taken out for 1-year periods and remains in force until it is cancelled in writing or amended with at least 1 months' notice prior to the expiry of an insurance period by the policyholder or by Europæiske ERV.
- In case of a changed legislation, a changed interpretation or regulation of legislation, which result in Europæiske ERV no longer being able to offer the insurance Europæiske ERV reserves the right to terminate the policy with 6 months' notice.
- The policy is automatically annulled in case the insured is no longer working with one of the companies mentioned in the agreement signed between the Policy holder and Europæiske ERV or on the policy.  
See also item 34 below
- In the wake of any reported claim both Europæiske ERV and the Policyholder may, from the time the claim is made and until 14 days after it has been paid or rejected, cancel the policy with 14 days' notice insofar as the insured is concerned.

### **34 Change to premium and conditions**

- Europæiske ERV can change the premium tariff and/ or the insurance conditions for the policy, in which case said would-be changes will take effect from the start of the upcoming insurance year.
- In case the policyholder does not approve a raised premium or a tightening of the insurance conditions, Europæiske ERV must be notified within 14 days from Europæiske ERV's notification about said raise or tightening, after which the insurance will terminate at the end of the running insurance year.

### **35 Deceitful and false information**

Should the Policyholder or the insured have, at any point including but not limited to the time the insurance is first taken out, changed original documents, given false information or failed to disclose a fact which must be presumed to be of importance to Europæiske ERV, the policy is null and void and Europæiske ERV is free of any liability in so far as Europæiske ERV would not have accepted the policy had the information and facts been disclosed. In case Europæiske ERV would have accepted the policy, but on other conditions Europæiske ERV is liable to the extent to which Europæiske ERV would have committed in return for the premium agreed upon.

### **36 Complaints**

In case of disputes arising from the insurance contract the Policy holder and/or the insured must write to:

Europæiske Rejseforsikring A/S  
Frederiksberg Allé 3,  
DK- 1790 København V,  
att.: Skadeafdelingen

#### **Insurance Complaints Board**

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

Anker Heegaards Gade 2  
DK-1572 Copenhagen V.  
Telephone: +45 33 15 89 00 (10 a.m. to 1 p.m.)

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

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

Amaliegade 10  
1256 København K. Telephone:  
Telephone: +45 33 13 75 00  
(between 10.00 a.m. and 4. p.m.)

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

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

### **37 The insurance contract**

The insurance cover is subject to the policy, the insurance conditions and the currently valid Danish Act on Insurance Contracts to the extent that the provisions of the Act have not been deviated from.

### **38 Other insurance**

The insurance does not cover expenses that are covered by another insurance or credit cards.  
Compensation under the terms of Life Insurance and Personal Disability and Personal Accident will, however, not be limited by the taking out of another policy. (This provision is applied when the claim is settled by a Danish court).

#### **Public cover**

Europæiske ERV is not obliged to cover expenses which are already covered in part or in whole by any scheme, programme or similar, funded by any government.

### Duty of co-operation

The Policy holder and the insured are obliged to co-operate with Europæiske ERV and to notify Europæiske ERV immediately in case compensation can be demanded from other party, or in case other legal steps may be taken towards a third party.

Furthermore, the Policy holder and the insured shall keep Europæiske ERV fully informed and take the steps necessary to make demands regarding compensation from another party and attend to the interests of Europæiske ERV.

### 39 Transfer of rights

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

### 40 Rights of subrogation

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

### 40A Rights of subrogation

Underwriter shall be fully and completely subrogated to the rights of the Insured against parties who may be liable to provide an indemnity or make a contribution with respect to any matter which is the subject of a claim under this certificate. Underwriter may at its own expense take over Insured's rights against third parties to the extent of its payments made. Insured shall co-operate with the underwriter and provide such information and documentation reasonably required by underwriter in order to collect and enforce its rights of subrogation. Underwriter may institute any proceedings at its own expense against such third parties in the name of the Insured. (This provision is applied when the case is settled by applying Danish law.)

### 41 Legal venue and legislation to be applied

Actions brought against Europæiske Rejseforsikring A/S shall be tried in Copenhagen, Denmark, at the City Court („Byretten“) or at the Appeals Court, Eastern Division („Østre Landsret“). Disputes related to this insurance must be settled under Danish law.

### 42 Definitions

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

- **Active participation in war.** Persons who are deployed by military authorities, including persons sent on peacekeeping assignments, will be regarded as active participants in war. Persons who are deployed for humanitarian purposes will not be regarded as active participants in war.
- **Act of terrorism.** An act of terrorism is an act, including - but not limited - violence or threat of use of violence by one or several persons, who irrespective whether they act on their own initiative or in connection with one or several organisations and/or authorities, committed with political, religious, ideological or ethnic purpose or objective, including with the intention of influencing a government and/

or spread fear among the general public or part of the general public.

In order to characterise the act as an *act of terrorism* it is assumed that the act is suitable to influence a government and/or spread fear among the general public or parts thereof.

- **Acute illness.** Acute illness covered by the insurance is acute illness or justified suspicion of acute, serious illness.
- **Assault.** Demonstrable personal injuries inflicted by a intentional, criminal offence.
- **Causes of action.** A dispute concerning an actual incident, which is to be assessed by a lawyer in order to determine whether the case should be tried in a court of law.
- **Chewing damage.** Dental damage, including damage to *prostheses* that occurs when eating or chewing.
- **Coma/comatose.** Continuous unconsciousness lasting more than a week.
- **Computer equipment.** Laptop, external hard disc, USB, memory card, printer, scanner, external DVD/CD drives, multimedia equipment and projectors.
- **Close colleague.** The insured's closest superior (the person to whom the insured refers) and the persons who refer direct to the insured.
- **Country of residence** is the country in which the insured has his/her residence.
- **Destination.** The final destination for the journey in question.
- **Damage.** Damage occurring as a consequence of an external influence on the object which leads to a substantial deterioration of the functionality. It is a condition that both the cause and the effect of the damage has been sudden and has occurred at the same time.
- **Extra expenses** are expenses solely incurred by the insurance as a consequence of a claim for which compensation can be paid. If such expenses were to have been defrayed irrespective of the claim event, such expenses shall not be considered extra expenses.
- **Extreme sport.** Participation or practicing ski jump as well as ultra-light flying, hang gliding (kite or sail-flying), parachuting, gliding, base-jumping, aerobatics or similar and kite-flying.
- **Dental treatment.** Treatment of dental disease or *damage* which is normally carried out by a dentist in Denmark.
- **Epidemic.** The for purposes of this policy epidemic shall be taken to mean many people that are infected with the same disease within a short time.
- **Evacuation.** Transport of the Insured from a country or an area in connection with an occurred emergency situation to the closest safe area or country.
- **Erroneous exchange.** The swap of baggage because a person mistakes another person's baggage for his/her own.
- **Erroneous medical treatment.** Treatment which is regarded as entitled to compensation according to relevant Danish legislation (Lov om klage og erstatningssadgang inden for Sundhedsvæsenet chapter 3 and 4.)
- **Fixed itinerary.** Itinerary that can be documented by means of a travel description from a tour operator, purchased plane tickets, railway tickets or bus tickets or booked accommodation.

- **Foster children.** A foster child must have its publicly registered address at the residence of the Insured and the Insured must be approved by local authorities as the guardian of the child.
- **Foster parents.** Persons who are not the biological parents or the *stepparents* of the Insured but who have been approved by local authorities as the guardians of the Insured.
- **Foster siblings.** Persons who are not the biological siblings or the *stepparents* of the Insured but persons whom the Insured lives with or has lived with at the residence of the parents, *stepparents* or foster parents of the Insured.
- **Go-cart.** Four-wheeled powered vehicle with a top speed of 80 km/h.
- **Hands.** Hand and wrist showing symptoms in the hand.
- **Hijacking.** When an insured person is held hostage in connection with his/her transportation in aircraft, trains, buses, cars or vessels.
- **Implants.** An implanted, artificial part in the human body.
- **Jewellery** are objects that include gold, silver, platinum, pearls and precious stones.
- **Journey home.** A journey back to the *country of residence* during which the Insured is able to travel as a healthy person on maximum the same class of transport as during the initial home journey.
- **Kidnapping.** When an insured person is held hostage, and a political demand or demand for ransom is made
- **Litigation risk.** The risk of losing a trial.
- **Manual paid work.** The following is a survey of the trades/occupations within which occupational employment in this policy is regarded as manual paid work. Persons who work in a supervisory capacity or at executive/managerial level, including senior executives, are not regarded as manual paid workers, irrespective of whether the work is performed in the trades/occupations or firms specified herein. Antenna fitters, asphalt workers, automobile mechanics (repair of motor vehicles), boiler cleaning, butchers, carpenters, chimney sweeps, crane drivers, divers, electricians, emergency/rescue services personnel, factory workers, ferriers, firemen (i.e. fire brigade), fitters of prefabricated kitchen units, the forestry sector, foundries, furniture makers, furniture removers, gas fitters, glaziers, gravel-pit workers, iron foundries, labourers (building and construction industry), limestone quarry work, masons (bricks, stones), the merchant navy, oil refinery workers, pipe-layers (drainage, sewage, etc.), plumbers, road workers, roofers, scaffolding erectors, shipyard workers, smiths, stokers, smiths (light engineering), window cleaners, wood-working factory, workshops. In the event of litigation or arbitration, the original Danish version is the solely valid version of these insurance conditions.
- **Motor race.** When 2 or more persons compete against each other using motor powered vehicles (except *go-carts*).
- **Natural disaster.** A disastrous situation which is not created by human beings and which releases natural forces including earthquakes, volcanoes, hurricanes,

typhoons, tropical storms, storms, tornados, flooding, flood waves and tsunamis.

- **Next of kin.** The Insured's spouse or if there is no spouse the Insured's children. If there are no children, the sum insured will be paid to the Insured's concubinary/concubine who have been registered at the same address as the Insured for at least 2 years before his or her death.
- **Night parking.** When the car is left parked in a time period between 10 pm and 6 am.
- **The Danish Ministry of Foreign Affairs** This means the Danish Royal Ministry of Foreign Affairs.
- **Ordinary travel luggage.** The luggage which the Insured is allowed to and can bring on the journey according to the rules relevant for the specific journey that is to say hand luggage and checked-in luggage without excess weight.
- **Photo equipment.** Camera and complementary equipment.
- **Professional sportsmen/women** are sportsmen or sportswomen who are not covered by the following definition of an amateur sportsman/sportswoman: „An amateur sportsman/sportswoman is a sportsman/sportswoman who engages (i.e. trains, performs or competes) in his/her sport in his/her won interests without any contractual commitments to his/her club, without a personal or club sponsor, etc., and without receiving any remuneration apart from having their travel costs and accommodation paid. Sportswear and sports gear (equipment) etc. which the sportsman/sportswoman receives or has placed at his/her disposal and small prizes, including cash prizes, which the sportsman/sportswoman has an opportunity of winning in connection with performing in his/her sport, are not regarded as remuneration.“
- **Prostheses** are artificial limbs,
- **Psychiatric disorders** shall be taken to mean psychoses, neuroses, temporary states of maladaptation and other ailments and problems, which in Denmark are normally treated by a psychiatrist.
- **Psychotropic substances** shall be taken to mean marijuana, cannabis, hash, hemp and the like.
- **Psychological crisis treatment.** A professional set-up for psychological crisis treatment at the scene of the accident. The treatment is later finalised when the Insured returns to the *country of residence*.
- **Random accidents.** If the Insured has not caused the accident, it is a random accident. No-one can be held accountable for a random accident and the one who has suffered an injury in a random accident must pay his/her own expenses.
- **Risk zone.** Areas or countries which Europæiske ERV defines as risk zones. A list of risk zones can be found on [www.vip-online.com](http://www.vip-online.com).
- **Repatriation.** Transport prescribed by a physician from the country where the illness/injury incurred to the *country of residence*. *Repatriation* is either conducted by air ambulance or ordinary charter flight, according to Europæiske ERV's assessment.
- **Reason for litigation.** A dispute regarding an actual case which must be evaluated by a lawyer in order



to determine whether the case should be trialed in court.

- **Theft noticed in flagranti.** Obvious, visual case of theft, during which no threat about violence is issued and during which the theft is seen or felt by the Insured.
- **Scientific expeditions** are expeditions to areas where the local authorities require special permit to stay.
- **Scuba diving.** Diving using oxygen containers.
- **Stepparents.** Persons, who are not the insured's biological parents, but who are married or cohabits (same address registered by the National Registration Office) as husband and wife with one of the biological parents.
- **Stepchildren.** Children, who are not the insured's biological children, where the insured is married to or cohabits (same address registered by the National Registration Office) as husband and wife with a biological parent.
- **Stepsiblings.** Persons, who are not biological siblings, but with whom the insured lives or has lived as siblings of a family for minimum one year.
- **Tropical disease.** Diseases which primarily occur in tropical or sub-tropical areas due to the climatic conditions.
- **Video equipment.** Video camera and complementary equipment.
- **War zone** is the areas or countries which are defined by Europæiske ERV to be war zones. A list defining war zones can be found at [www.vip-online.com](http://www.vip-online.com) and [www.bti.dk](http://www.bti.dk).





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