

# STUDENT OUT

Insurance terms and conditions, 1 July 2021



KAMMARKOLLEGIET

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## 1 Scope and deductible

### 1.1 Who does the insurance apply to?

#### 1.1.1 Group insurance

When a university or university college has taken out this insurance as a group insurance, it applies to all exchange students who have been accepted for and are undertaking further education, education as a researcher or internship abroad. Exchange student means a student who is studying or practicing abroad according to a written agreement on exchange or acceptance between the Swedish educational institution and a foreign educational institution, place of practice, company or organisation.

In this context, “accepted” is defined as registered in LADOK or a corresponding system.

The studies or internship abroad must result in HE credits in the course of education in which the insured has been accepted and is taking in Sweden.

#### 1.1.2 Individual insurance

A university, university college or other authority can take out this insurance directly on our website for an individual student or doctoral candidate who is to study or take an internship abroad when this is not governed by a written agreement between the educational institutions according to point 1.1.1.

The insurance order must then state:

- The insured’s name and personal ID number or date of birth
- the insurance period and
- the authority, invoice reference and contact person at the authority.

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## 1.2 Where and when does the insurance apply?

### 1.2.1 Group insurance

The group insurance is valid during direct travel between Sweden and the country of study at the start and end of the studies. The insurance covers the insured 24 hours a day in the country of study for the period of time for the insured's studies or internship in that country. It also applies two weeks before the studies/internship start and two weeks after the studies/internship end if the insured is in the country of study. The insured's actual period of studies/internship in the country of study shall be registered in an appropriate manner at the university/university college in Sweden.

The insurance is also valid during holidays, provided the insured remains in the country of study and the studies continue after the holiday.

The insurance is valid during direct travel from one country of study to another in order to continue the exchange studies in that country.

If the country of study is the country in which the insured is domiciled, the only clauses that apply are 2.1 Personal injury cover and 2.5 Liability cover.

### 1.2.2 Individual insurance

The individual insurance is valid during direct travel between Sweden and the country of study at the start and end of the studies. The insurance provides cover 24 hours a day during the insurance period agreed upon in those countries where the studies/internship are held. The countries shall be specified when taking out the insurance and be stated in the confirmation and the insurance certificate.

## 1.3 Distance learning

If the insured is in Sweden and is studying with a university abroad by means of distance learning, the insurance covers accidents which occur during distance learning, if the accident can be directly related to the studies to be conducted. Please refer to clause 2.1 Personal injury cover, for compensation for personal injuries.

## 1.4 Insurance certificate

Kammarkollegiet can issue a certificate of insurance if the university/university college orders this for the insured from Kammarkollegiet. If a student is covered by group insurance, the university issues a certificate of insurance for the insured, if necessary.

## 1.5 What terms apply when the Swedish Ministry of Foreign Affairs advises against travel?

The insurance does not apply in countries where the Ministry of Foreign Affairs advises against all travel. If the Ministry of Foreign Affairs advises against all travel to a specific area in a country, the insurance does not apply in that part of the country.

The above applies when such advice from the Ministry has been issued before or on the day of travel. If the insured has started his or her outward journey before the advice has been issued, the insurance will continue to apply during a transitional period (max. 30 days), allowing the insured to leave the country and return to Sweden. The same applies if this part of the insurance has come into effect during an ongoing visit abroad. If the insured's residence is not in Sweden, the insurance may cover the travel to the home country.

On exception, Kammarkollegiet may issue an exemption from the 30-day rule. Kammarkollegiet must be notified as soon as the insured is aware that he or she is not able to travel back to Sweden or the country where the insured is domiciled within the transitional period of 30 days.

Compensation for repatriation is evaluated in accordance with clause 2.5 Interruption cover.

## 1.6 Deductible

The insurance applies without any deductible with the exception of clause 2.6 Property cover, where the deductible is SEK 1,500, and clause 2.12 Legal costs, where the deductible is calculated according to the method specified in that clause.

## 2 Insurance cover

### 2.1 Personal injury cover

In the event of personal injury due to accident or illness through infection suffered by the insured during the insurance period, compensation for personal injury is paid according to chapter 5 sections 1, 2 and 5 of the Tort Liability Act (1972:207) as if liability to pay damages had existed. For issues relating to compensation for loss of earnings, the rules on calculation of the annuity base in chapter 41 sections 8 to 18 of the Social Insurance Code (2010:110) apply.

Compensation for personal injury pursuant to chapter 5 sections 1 and 2 of the Tort Liability Act includes, among other things, health care costs, loss of income, pain and suffering and disfigurement or other permanent injury. Compensation pursuant to section 2 of the above mentioned Act also covers funeral costs, loss of maintenance and personal injury for the next of kin of the deceased.

In questions of compensation for loss of earnings, the rules on calculation of the annuity base in chapter 41 sections 8 to 18 of the Social Insurance Code (2010:110) apply. These rules relating to loss of earnings do not apply to sick leave that is shorter than 31 days.

Compensation is paid for personal injury in connection with assault to the extent that the insured does not, within a reasonable time in consideration of the nature of the injury and the need for compensation, receive damages from the perpetrator, the perpetrator's insurance company or another, although no later than three years after Kammarkollegiet has been notified.

If the personal injury due to accident or illness through infection leads to death within three years of the event, one base amount is paid to the estate, in addition to any amount that has already been paid. If the deceased has children who have not reached 18 years of age at the time of death - in addition to compensation for loss of maintenance according to the first paragraph - compensation is paid of three base amounts to each such child and three base amounts to the other parent of such children as beneficiary of the accident insurance, provided that the other parent is, or in connection with the death becomes, a legal guardian.

Necessary and reasonable expenses are compensated in the event of damage to teeth caused by an accident. For implant treatment and dental veneers, compensation is only paid on condition that the treatment is of such a kind as is covered by the general dental insurance. Before treatment is given, the insured or the dentist giving treatment must contact Kammarkollegiet for an assessment of whether the treatment is reasonable. The insurance only provides compensation for one (1) permanent





treatment. Compensation is not paid for damage caused by chewing or biting, as this is not considered to be an accident under this clause.

## 2.1.1 Instructions

In the event of serious illness, admission to hospital or a need for repatriation or other active assistance in the country of study, contact must be made with:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

Falck Global Assistance can be contacted 24 hours a day.

Assault must be immediately reported to the local police. The insured shall produce evidence that a police report has been made. If Kammarkollegiet so requires, the insured must bring a legal action for damages against the perpetrator.. Kammarkollegiet will then cover all the insured's costs that are not otherwise covered.

The insured shall observe normal caution, i.e. if possible avoid dangerous areas and situations and otherwise do what may reasonably be expected in order to avoid being the victim of assault or other injury. In the event of negligence, compensation is normally halved, unless the circumstances are such that the negligence was very minor or had little significance for the insurance claim. In the event of gross negligence, the right to compensation may be lost completely. The same applies if the insured was under the influence of alcohol, sleeping pills, narcotics or other intoxicant or committed a deliberate act that could lead to at least a fine under Swedish law.

## 2.1.2 Exceptions

Personal injury cover under this insurance only applies to the extent that corresponding compensation cannot be given through a collective agreement on compensation for occupational injuries or through another corresponding insurance, through motor vehicle insurance or according to the rules of liability for the operator of rail or air travel or other facility for which the rules for injury are specifically regulated by law.

In cases where there is a right to annuity according to the Social insurance Code (2010:110), the occupational injury annuity is coordinated with compensation under this insurance.

This insurance covers damages/injuries or expenses only to the extent that compensation cannot be obtained according to the Social insurance Code (2010:110), other legislation or other insurance.

The insurance does not cover injuries that have not been documented in the form of medical records, certification etc. within the health care service in connection with the event.

The insurance does not cover victimization or abusive behaviour.

## 2.2 Medical and dental care cover

The insurance covers necessary, reasonable and documented expenses for emergency medical or emergency dental care when the insured has suffered an illness or accident abroad during the insurance period. For each event, compensation is paid for such expenses during a period of up to 90 days from the first contact with the care provider. There is no upper limit to the amount of insurance cover for emergency medical care. For emergency dental care, compensation is limited to maximum of SEK 3,000 per calendar year.

In the event of pregnancy, compensation is paid for expenses for emergency medical care abroad for the insured in connection with delivery, miscarriage or other serious complications before the end of the 28th week of pregnancy (27+6). In such cases, compensation can be paid for medical care for both mother and child for more than 90 days.

The insurance covers the costs of abortion in the country of the educational course. If an abortion cannot be performed in the country of study, the insured must contact Falck Global Assistance or Kammarkollegiet.

Medical care and dental care must always be documented by receipts or other documents to verify the costs. The insurance only covers medicines that are prescribed by a doctor.

The insurance covers documented telephone expenses for calls to Kammarkollegiet and Falck Global Assistance, maximum SEK 1,500.

### 2.2.1 Exceptions

The insurance does not cover visits to a doctor for symptoms or illnesses that the insured had before travelling abroad. If the insured's condition rapidly worsens during his or her stay abroad, the insurance covers medical care until the condition is stabilised.

The insurance does not cover additional expenses in connection with health or dental care. Examples of such additional expenses may be accommodation, taxi fares, cost of rebooking tickets etc.

The insurance does not cover health examinations, eye examinations, glasses, contraceptives, prescriptions for planned medication, vaccination, planned checks during pregnancy and other planned medical/dental care. Testing for sexually transmitted diseases, without symptoms or indication of actual infection, is not covered.

Treatment by a chiropractor, naprapathy or physiotherapist is only covered if there is a referral from a qualified doctor.

### 2.2.2 Instructions

At present Sweden has agreements on sickness benefits with other countries in the EU/EEA and Switzerland, as well as with some convention countries.

If the insured intends to travel to such a country, he or she must bring a certificate/card (EU card) from the social insurance agency Försäkringskassan, which shows that the insured belongs to the agency, so that he or she can be assured health care according to the agreement.

The insured must obtain Försäkringskassan's decision before Kammarkollegiet can consider the question of compensation for emergency medical or dental care. Försäkringskassan's decision must be attached to the notification of claim to Kammarkollegiet.

In the event of serious illness, admission to hospital or a need for other active assistance (for example where the care is estimated to involve great expense), contact must be made with:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

Falck Global Assistance can be contacted 24 hours a day.

Invoices from hospitals etc. shall always be issued to the insured, never to Kammarkollegiet.

### 2.3 Home transport cover

The insurance covers necessary and reasonable additional expenses for travel or transport of the insured to Sweden when the insured has suffered serious illness or extensive personal injury during the insurance period. The same applies to repatriation of the deceased in the event of the insured's death. An assessment of whether repatriation is necessary shall always be made by the local doctor together with a doctor from Falck Global Assistance.

Expenses for repatriation organised by anyone other than Falck Global Assistance will not be covered.

If the insured's residence is not in Sweden, the insurance may cover repatriation to the home country.

If Falck Global Assistance recommends repatriation and the insured does not agree with this, Kammarkollegiet may decline to pay compensation for continuing care abroad for the illness/injury in question.

If there is a need for repatriation, contact must always be made with Kammarkollegiet or with:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

Falck Global Assistance can be contacted 24 hours a day.

### 2.4 Visits by relatives

In the event of the insured's life threatening injury, life threatening disease or death, reasonable costs will be compensated for travel for a maximum of two relatives on one occasion from their home city, as well as accommodation in connection with the visit. The same applies in connection with a funeral abroad. The travel must always be approved in advance by Kammarkollegiet or Falck Global Assistance.

## 2.5 Interruption cover

### 2.5.1 Interruption due to a relative's life-threatening injury, life-threatening illness, death, and extensive property damage

If the insured has to prematurely cancel his or her studies or internship abroad because of

- a relative's life-threatening injury or life-threatening illness,
- the death of a relative,
- extensive damage to the insured's private property in Sweden,

then the insured will receive compensation for the travel home to Sweden. If the insured's residence is not in Sweden, the insurance may cover the travel to the home country.

The insurance also covers a new journey to the country of study, when the journey is made within the period planned in advance for the stay abroad. For compensation to be paid for new outward travel, at least 14 days of the study period abroad must remain.

If assistance is required when booking a ticket, the insured can contact Falck Global Assistance.

Contact information for Falck Global Assistance:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

Falck Global Assistance can be contacted 24 hours a day.

### Instructions

If the insured has to cancel his or her studies or internship abroad and travel back to Sweden or the country where the insured party has his/her residence, and there are less than seven days until the normal date for travel home, he/she shall contact Kammarkollegiet or Falck Global Assistance before the journey home starts. If the insured does not contact Kammarkollegiet or Falck Global Assistance, no compensation will be paid for costs. The insurance will only cover additional costs for the journey home.

If the insured receives assistance from Falck Global Assistance for the travel home, then the journey must be made at the first possible opportunity provided by Falck Global Assistance. If not, the costs will not be covered.

The insurance covers maximum two trips home in the event that a relative suffers from a life-threatening illness, life-threatening injury or death. A relative's life-threatening injury or life-threatening illness must be documented with a doctor's certificate.

The insurance covers travel home to Sweden or the country where the insured has his/her residence or, where applicable, travel to the closest airport from the insured's registered address. The insurance also covers travel from the airport by public transport to the location where the insured has his/her registered residence.

Other expenses for travel to the relative/funeral/hospital in another city are not covered.

The insurance is also valid for travel home for the funeral of a relative who died before the outward travel to the country of study.

#### 2.5.2 Interruptions caused by terrorism, serious infectious disease, war, war-like unrest or natural disaster

If the insured has to prematurely cancel his or her studies or internship abroad because of

- terrorism,
- an extensive outbreak of serious infection or
- war, war-like unrest or natural disaster in the country being visited,

then the insured will receive compensation for additional costs of repatriation to Sweden. If the insured's residence is not in Sweden, the insurance may cover the additional costs of travel to the home country.

If the insured has a re-bookable return ticket, the insurance covers the costs of the rebooking. If the insured's return ticket is not rebookable, the insurance covers the additional costs incurred to obtain a return ticket. When assessing what is defined as additional costs for the insured, the rule is that the cost shall exceed the cost paid by the insured for the ordinary return ticket at the end of the studies. The insured must be able to document his/her additional costs.

If the insured travels by own car to Sweden, the insurance may cover ferry tickets, mileage according to the Swedish Tax Agency's standard rates and a reasonable number of nights in a hotel, if this is a reimbursable additional cost according to the above. The same applies to the costs for train or bus tickets or car hire to travel to a different airport than would normally have been used for the travel home. Taxi costs may be covered on exception when general public transport is not available. The maximum cover is SEK 500.

The insurance may also cover additional costs for:

- The cost of telephone calls to Kammarkollegiet or Falck Global Assistance, maximum SEK 1,500.
- Single nights at a hotel due to waiting time at an airport.
- The costs of sending own property home from the country of study when the insured has been forced to leave the country within 48 hours and has not been able to bring his/her own property. The maximum amount of compensation is SEK 1,500.

The insurance does not cover any other additional costs.

## 2.6 Connection cover

Compensation can be given if the insured is delayed and thereby misses his or her transport to the country where the studies/practice are to begin or the ordinary homeward travel from the country where the studies/practice have finished. The travel must have been booked in advance.

Compensation can be given for additional expenses that arise in order to be able to connect with the travel. Examples of additional expenses include the cost of a new ticket or an extra night in a hotel that is necessary in order to be able to continue the journey.

The maximum compensation for additional expenses is SEK 15,000.

### 2.6.1 Instructions

The delay must be unforeseen and unplanned. No compensation is given if the insured has caused the delay him or herself by oversleeping, starting out for the airport, station etc. too late or not taken traffic or weather conditions into account. Neither is compensation given if the insured cannot travel because of illness or if the transport company becomes bankrupt.



The insurance does not compensate expenses that can be compensated by the transport company or travel organiser.

The insured must, if possible, obtain documentation of the delay or missed transport.

If assistance is needed in booking tickets or a hotel, contact:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

Falck Global Assistance can be contacted 24 hours a day.

## 2.7 Property cover

Compensation is paid for damage to or loss of the insured's property, brought with them or acquired during travel, up to a maximum of SEK 25,000 per claim. The property shall belong to the insured, i.e., not be rented or borrowed. The property cover is valid throughout the insurance period. The deductible is SEK 1,500 per claim.

Limitations within the stated sum insured:

- property prone to theft, see below, maximum SEK 15,000,
- valuable documents (tickets, passport etc.) maximum SEK 10,000 and
- cash maximum SEK 2,000.

Property prone to theft:

- objects partly or wholly made of precious metal, genuine pearls or gemstones,
- wristwatches and
- cameras, binoculars, musical instruments, mobile telephones and other electronic communication equipment, GPS equipment, computers, tablets, loudspeaker systems, TV sets, video games and parts and accessories for the items listed above.

The insurance covers compensation for necessary and reasonable additional expenses directly incurred due to a reimbursable damage, up to SEK 3,000. Examples of such expenses are:



- telephone expenses to block account cards/bank cards/credit cards,
- travel costs to file a police report, obtain a new passport or new visa,
- new keys/new lock for the insured's private residence or private vehicle.

The insurance does not cover costs for food and accommodation.

The insurance does not cover:

1. Damage to or loss of cash, travel documents, objects partly or wholly made of precious metal, genuine pearls and gemstones, cameras, mobile telephones, tablets, computers or other electronic equipment and their accessories, alcoholic drinks or other fragile property or property prone to theft if such property is handed over for transport or storage in another way.
2. Functional faults that have not arisen in connection with a sudden and unforeseen event that has already occurred. Damage or functional faults caused by climate or environmental effects (e.g., damp, effects of sand, rust or dirt).
3. Damage caused by wear and tear, surface damage such as dents and scratches that do not significantly influence the usefulness of the object.
4. Damage or loss that can be compensated through other insurance, a transportation company, hotel etc.
5. Damage to sports equipment during use.
6. Damage to or loss of motor vehicle, boat, aircraft, caravan or trailer, home removals or animals.
7. Purchases, withdrawals or use with the aid of stolen, copied or lost debit cards, credit cards, SIM cards etc.
8. Apps or media files for computers, mobile telephones, tablets etc.
9. Property that belongs to a Swedish educational institution (Swedish authority), a foreign educational institution, a company or another juridical person.
10. Property that has been left behind, lost or mislaid, even if this is later stolen.
11. Costs incurred due to stolen ID or fraud.

### 2.7.1 Note

Fragile items or property that is prone to theft must be carried as hand baggage. The insured should be aware that theft may occur from locked bags that have been checked in. Kammarkollegiet assumes the ownership rights to lost property that is compensated by Kammarkollegiet. If property that has been compensated should be found or recovered, the insured must inform Kammarkollegiet of this.

### 2.7.2 Instructions

Theft must be immediately reported to the local police, if possible. If this is not possible, the theft can be reported to the police in Sweden as soon as the insured arrives home. If it is possible to file a police report abroad but the insured fails to do so, the right to compensation no longer applies. Theft in a hotel must also be reported to the hotel. Damage to or loss of transported baggage must be reported to the transportation company. As a first step, the hotel's or transportation company's liability, obligations or offers must be requested and used.

### 2.7.3 Duty of care

The insured shall observe normal care, i.e. handle and store the property in a satisfactory way and otherwise do what may reasonably be expected to avoid theft or other damage. All windows and doors must be closed and locked if nobody is in. For example, leaving money in a hotel room, leaving a bag or technical equipment unattended or leaving property that is prone to theft in a car would normally be considered negligent. If the insured is in a hotel, money, valuable documents and travel documents must be locked in a safe, deposit box etc.

In the event of negligence, compensation is normally halved, unless the circumstances indicate that the negligence was very minor or had little significance for the insurance claim. The same applies if the insured has attempted to limit the damage. If the negligence is especially serious, for example if a bag has been left unattended in a restaurant, hotel lobby or hotel breakfast room, the right to compensation may be lost completely.

### 2.7.4 Compensation and valuation rules

In the case of damage to property, documented repair costs are compensated up to the value of the property before it was damaged.

In the case of loss, compensation is paid for the value of the property before it was lost. Valuation does not take into account sentimental value, i.e., the insured's own feelings about the property.

The insured must be able to document the property with a receipt or other document showing the purchase.

Property is covered as follows:

- New property – less than one year since the date of purchase. 100% compensation for equivalent new property is paid.
- Older property – more than one year since the date of purchase. Compensation, with a deduction of a percentage of the present price of equivalent property as stated in the table below, is paid.
- No compensation is given for property more than 6 years old. However, for clocks and watches that are more than six year's old, 20% of the value is paid.
- For consumables such as cosmetics, perfume, medicines, hygiene articles and underwear, compensation of 50% of the price new is paid. The same applies to property for personal use or without second-hand value.
- For property that does not appear in the table below, the value of the item before damage or loss is the cost of replacement less a deduction for age and use. The deduction for age and use is 10% per year starting one year after the date of purchase, although not more than 70%.
- For precious metal, genuine pearls and gemstones, 100% of the value of equivalent property is paid. The highest amount of compensation is however SEK 10,000.

Compensation as a percentage of current price/value:

Item	Age					
	0-1 year	1-2 years	2-3 years	3-4 years	4-5 years	5-6 years
Spectacles	100	60	50	40	20	20
Clocks/watches	100	85	75	65	55	40
Cycles	100	85	65	55	45	40
Skiing and golf equipment	100	85	65	50	40	20
Cameras	100	75	65	50	40	30
Stereo, TV	100	75	65	50	40	30
Mobile phones, Headphones, speakers	100	60	55	40	30	20
Computers	100	60	55	40	30	20
Clothing, shoes, boots, travel bags, handbags, wallets, rucksacks, sun glasses	100	60	50	40	30	20

Compensation is paid for second-hand equipment purchased on blocket.se, tradera.se or similar websites up to a maximum of SEK 2,000.



## 2.8 Delayed baggage

In the event of more than eight hours delay to checked-in baggage on the outward journey from Sweden at the start of the studies, compensation is paid for hygiene articles and clothing that is purchased in the country of study up to a maximum of SEK 2,000. These expenses must be documented with original receipts.

### 2.8.1 Instructions

The insured must obtain evidence of the delay from the transport company. As a first step, the transport company's liability, obligations or offers must be requested and used.

## 2.9 Cash transfer

If, due to theft or other compensable event, the insured is in immediate need of money, up to SEK 10,000 in an appropriate currency may be transferred from Falck Global Assistance.

Contact information for Falck Global Assistance:

Falck Global Assistance

Tel: +46 85 87 71 749

Fax: +46 85 87 71 762

Email: [fga@se.falck.com](mailto:fga@se.falck.com)

### 2.9.1 Note

A payment from Falck Global Assistance is not to be considered as compensation for a claim but rather as a loan from Kammarkollegiet to the insured. The amount of the loan is deducted from the compensation during claims adjustment. Thus, where applicable, the insured is liable to repay the difference between the loan and the compensation to Kammarkollegiet.

## 2.10 Crisis and disaster cover

If the insured is in an area in the country of study which suffers a natural disaster or war-like unrest and because of these circumstances is forced to move to a safer location in the country of study or change his or her form of accommodation, compensation may be paid for necessary and reasonable additional expenses for subsistence, accommodation and domestic travel.

The maximum amount of compensation is SEK 5,000. The expenses must be documented with original receipts.

If the insured suffers an acute mental crisis in connection with assault, threats, serious illness, accident or natural disaster in the country of the educational course, the insurance can compensate five treatment sessions with a psychologist, welfare officer or similar. If further treatment is needed, contact Kammarkollegiet or Falck Global Assistance.

In the case of assault or accident, compensation can also be given for crisis therapy in Sweden. For further compensation in the event of assault, see 2.1.

## 2.11 Liability cover

### 2.11.1 Scope

Liability cover with the insurance applies to:

- Claims for damages against the insured as a private individual
- Claims for damages against the insured party as a student or trainee on internship
- Claims for damages that are directed against the insured in the relationship between the insured as tenant and a landlord

The insurance covers damage that occurs during the insurance period caused by the insured due to negligence or for which the insured is strictly liable according to pre-contractual right to compensatory damages.

### 2.11.2 Exceptions

The insurance does not cover:

- Damage caused to some extent intentionally or due to gross negligence by the insured
- Claims for damages against the insured as an entrepreneur
- Family disputes such as divorce, custody dispute, inheritance dispute etc.
- Undertakings by the insured that exceed the prevailing right to damages
- Claims for damages against the insured as the owner, user or driver of a motor vehicle, boat or aircraft,
- Claims that are covered by an employer's principal liability and
- claims that arise as a result of the insured committing an offence for which, under Swedish law, imprisonment is a possible sanction.

The insurance does, however, apply to claims for damages from someone other than the vehicle owner or hirer against the insured as the driver of a hired or borrowed vehicle, to the extent that the claim is not covered by applicable motor vehicle or corresponding insurance.

#### Note

The insurance only provides compensation for damages. As such, it does not cover fines or penalties.

### 2.11.3 Claims regulation

If the insured receives a claim for damages because of an incident that has occurred during the insurance period, Kammarkollegiet undertakes to do the following for the insured:

- investigate whether liability exists,
- negotiate with the other party,
- represent the insured in legal or arbitration proceedings and thereby pay the legal or arbitration costs that the insured incurs or is liable to pay and that cannot be obtained from the counter party or other and
- pay the damages the insured is liable to pay in accordance with applicable liability law, although only up to a maximum of SEK 10,000,000.

#### 2.11.4 Instructions

Kammarkollegiet is not bound by the insured having undertaken in advance to compensate for any damage, admit liability for damages or approve claims for compensation. If any claim is made, the insured must refer to the insurance with Kammarkollegiet. The insured should note the names, addresses and telephone numbers of witnesses and others who can provide information about what has occurred.

### 2.12 Legal expenses cover

If the insured, as a private individual, claims damages from anyone because of an event that has occurred during the insurance period, the insured's reasonable legal costs will be covered if these cannot be paid by the other party or another. As appropriate, compensation is paid for any legal costs that the insured is ordered by a court to pay to the other party.

#### 2.12.1 Scope

Legal costs with the insurance apply to:

- If the insured as a private person makes a claim for damages against another person due to an event that occurred in the country of study during the exchange period
- If the insured as a student or trainee on internship makes a claim for damages against another person for an event that occurred in the country of study during the exchange period
- If the insured as a tenant makes a claim for damages against another person relating to the accommodation rented during the rental period in the country of study
- This only applies to disputes that can be heard in front of a general court.

#### 2.12.2 Exceptions

The insurance does not cover the following disputes:

- Between the insured and the university whose group insurance covers the insured.



- Where the value is less than half the base amount of the price (small claims).
- Relating to professional or service-related practice or labour law disputes
- Related to family or inheritance law, such as divorces, custody disputes, distribution of estate or inheritance disputes. Disputes within registered partnership or cohabitation according to the Cohabitees Act (2003:376) are not covered.
- Relating to pledges, guarantee obligations, similar obligations or other agreements entered into by the insured and benefiting a legal person or other private person.
- Relating to the insured as a property owner or owner of an apartment or with tenant-owner rights
- Relating to the insured as owner, user or driver of a motor vehicle, trailer, boat or aircraft\*
- Relating to transferred claims
- Relating to personal injury regulation, provided that compensation for the costs of representation cannot be obtained via traffic insurance

\* The insurance does apply, however, when the insured is the driver of a hired vehicle and is, according to an agreement with the hire company, the registered driver, in disputes with another party than the hire company/car owner, to the extent that the claim is not covered by prevailing traffic insurance or other corresponding insurance.

### 2.12.3 Compensation amount and deductible

The maximum compensation amount is SEK 200,000 for travel for studies abroad. The deductible is 20% of the total cost of damages, although minimum SEK 1,500 and maximum SEK 6,000.

### 2.12.4 Instructions

The insured shall as a first resource make use of legal aid and accept compensation from public funds.

The insured shall as a first resource engage a Swedish lawyer as legal representative. In the case of a dispute abroad, the insured shall engage a legal representative approved by Kammarkollegiet.

The insurance does not cover the costs incurred when the insured waives the right to legal aid from public funds, or costs incurred when the insured waives the right to compensation for costs from the counter party.



The insurance does not cover costs or value of own work, loss of income, travel and board and lodging or other costs for the insured.

Compensation may be paid when the parties have reached a settlement or for other reasons do not take the case to court.

### 3 Insurance claim

Insurance claims shall be submitted on a special form, which is found on Kammarkollegiet's website [www.kammarkollegiet.se](http://www.kammarkollegiet.se). Claims shall be signed by both the insured and the authority. The person requesting compensation shall also do the following:

- in the event of theft or assault, attach proof of reporting issued by the police in the place where the claim arose,
- submit a specified claim for compensation and attach receipts or other verifications.
- if other insurance applies for the same claim or if compensation for the claim has been received from another source, advise Kammarkollegiet of this,
- if Kammarkollegiet so requests, attach information and provide doctor's certificates and other documents that Kammarkollegiet needs to adjust the claim,
- original receipts shall be submitted to Kammarkollegiet on request.

## 4 General conditions

### 4.1 Other insurance

Claims or expenses only to the extent that these cannot be compensated through other insurance, regulations or laws.

### 4.2 Statutory limitation

The right to compensation ceases three years after the date of the event if no notification has previously been received by Kammarkollegiet. In the case of liability cover, the date of the event is deemed to be the date on which a claim was made against the insured. In other cases, the date of the event is the date of the event that is the basis for the insurance claim.

### 4.3 Reclaiming

To the extent that Kammarkollegiet has paid compensation in a claim, Kammarkollegiet assumes the insured's rights in respect of others who are liable for the damage.

### 4.4 Foreign currency

If costs are incurred in a currency that is not SEK, the compensation amount will be according to the exchange rate on the day the cost was incurred.

### 4.5 Register of insurance claims, GSR

Under the insurance, Kammarkollegiet has the right to register reported damages in the insurance industry's joint claims register, GSR.

## 4.6 Application

If there are differences between terms and conditions in Swedish and in English, the Swedish applies.

## 5 Definitions

### 5.1 Relative

Relative is defined as:

- Spouse
- Cohabiting partner who is registered at the same address as the insured
- Child
- Grandchild
- Sibling
- Parent
- Grandparent
- Parent in law\*
- Son/daughter in law\*\*
- Stepmother, stepfather and step-siblings\*\*\*

\* Parent of spouse or of cohabiting partner as referred to above.

\*\* Child's spouse or cohabiting partner as referred to above.

\*\*\* Parent's spouse, cohabiting partner and children of parents as referred to above.

### 5.2 Emergency medical care

Care for rapidly occurring and relatively short-term medical complaints, that arise suddenly during the insurance period and for which the insured must seek medical aid within a few days. In this context, emergency medical care has the same definition as the term *immediate* health care in section 4 of the Health and Medical Services Act (1982:763). Examples of emergency medical care include care that is needed for an illness that occurs during a stay abroad or where care is needed as quickly as possible, such as with stomachache or fever.

### 5.3 Emergency dental care

Care that means that the insured becomes free of pain and infection, that any visible gaps are temporarily filled and that there is one (1) functioning chewing surface. Here emergency dental care has the same meaning as the term *immediate* dental health care in section 6 of the Dental Health Care Act (1985:125). Visible gap means the complete or partial loss of any of the ten front teeth in the lower or upper jaw. In the event of damage to teeth during chewing or biting, compensation is only paid for the acute treatment that is performed abroad.

#### 5.4 Base amount

Base amount refers to the base price amount according to chapter 2 section 7 of the Social Insurance Code.

#### 5.5 The insured

The insured refers to the person who is covered by the insurance cover.

#### 5.6 Residence

The insured's residence is defined as the place where the insured lives permanently.

#### 5.7 The authority

The authority refers to the authority that took out the insurance.

#### 5.8 Accident

Accident refers to a bodily injury caused by an involuntary and sudden event involving external violence to the body.

Injury during scheduled physical exercise or health care practice or other practical tuition with a high level of physical strain is considered to be an accident even if the requirement for external violence is not met.

The effects of smoke, gas, chemical substances, heat, cold or radiation are considered to be equivalent to external violence. The same applies to changes in pressure and other effects on the body during diving lessons. The insurance does not cover frostbite injuries that do not occur suddenly.

In spite of the requirement for an involuntary event, sudden events involving external violence to the body are also considered to be accidents if they arise in connection with work, education, internship or exercises that the insured participates in voluntarily, if the event is an undesired and unforeseen consequence of this. The same applies to injury or illness that arises in connection with practicing injection or sample taking during health care teaching.

Repetitive strain or overload injuries, twisting injuries and damage to teeth when chewing or biting are not defined as accidents. The same applies to heart attack, cerebral haemorrhage etc., as well as illness caused by bacteria, virus or other infection that did not arise in connection with a sudden and involuntary event involving external violence to the body.

However, twisting injuries to the knee are defined as an accident

## 5.9 Personal property

Personal property refers to property for private use that the insured takes with him or her or buys on the journey. The property shall belong to the insured, i.e., not be rented or borrowed.

## 5.10 Cohabitant partner

In this context, cohabitant partner refers to the same as in the Cohabitees Act (2003:376).

## 5.10 Illness through infection

Illness through infection refers to the same as occupational injury through infection in section 5 of the ordinance (1977:284) on occupational injury insurance and governmental personal injury cover.

## 5.11 Start of studies

The term start of studies refers to the start of term, start of course or date on which the course of study at the educational institution in the country of study begins. Introductory courses, language courses and similar preparatory activities for study that are organised at the foreign educational institution are included in the teaching period.

## 5.12 End of studies

The term end of studies refers to the end of term or of the course, when the teaching or internship period finishes. Examination or trial periods that are directly connected with the study or internship period are included in the teaching period.

## 5.13 Country of study

The country where the university or internship that accepts the insured is domiciled.