

The Swedish State's Insurance for Foreign Students in Sweden

(STUDENT IN)

Insurance Terms and Conditions, 1 July 2006

All students in Sweden are currently covered by the personal injury insurance (the general student insurance) that is obtained on behalf of universities and colleges within the State insurance system by the Central Student Grants Committee. The insurance applies in Sweden during school hours and during travel to and from the location where school hours are spent.

Many foreign students in Sweden have not had the possibility to execute their own insurance for illness and for accidents during leisure time. This insurance provides foreign students cover for medical expenses. It also contains a certain accident cover in the form of a fixed amount in conjunction with disability or death, as well as liability and legal expenses cover. It applies twenty-four hours a day in Sweden.

These terms and conditions enter into force on 1st July 2006.

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1. Persons covered and scope, time and location

1.1 Group insurance for exchange students

When a university or a college has executed this insurance as a group insurance, the insurance applies to all foreign exchange students who have been accepted and who undergo higher education or graduate studies at the university or college. "Exchange student" means a student who studies or trains in Sweden in accordance with an exchange or acceptance agreement between the Swedish educational institution and a foreign educational institution.

The insurance applies during the education period in accordance with the LADOK or equivalent system as well as two weeks prior to the start of studies and two weeks after the end of studies.

The insurance applies twenty-four hours a day in Sweden.

Note

'Start of studies' refers to the start of term, course or time when teaching at the educational institution or practical, vocational experience activity is started. Introductory courses, language courses and similar preparatory activities arranged by Swedish educational institutions are included in the education period.

'End of studies' refers to the end of term or course when the teaching or vocational experience period is concluded. The examination or test period directly connected with the study or vocational period is included in the education period.

1.2 Individual insurance

A university or a college may execute this insurance for an individual student who will be studying or training in Sweden where such does not occur in accordance with an agreement between the educational institutions pursuant to section 1.1. The application must contain the following information:

- the student's name and personal identification number or date of birth;
- the desired period of the insurance;

- country and city where the studies or practice will be undertaken; and
- invoicing address and contact person at the governmental authority.

The insurance cover applies 24-hours a day in Sweden during the period of insurance.

The lowest invoice amount is SEK 200.

2. Other insurance

This insurance does not apply to the extent the insured may receive compensation from another insurance. A loss which is covered by the general student insurance is not compensated in accordance with this insurance.

3. Deductibles

The insurance applies without deductibles.

4. Medical care and dental care cover

*This section only applies to persons who are **not** citizens of a Nordic country, an EU/EEA Member State, Switzerland, or another Convention country regarding medical benefits. The section does not apply to persons who are registered in Sweden and therefore have a Swedish personal identification number or for other reasons pay the same health care fees as persons resident in Sweden.*

The insurance pays for necessary and reasonable costs for emergency medical care or dental care when the insured, during the policy term, suffers illness or has an accident. For each event, such costs will be paid for a period not exceeding ninety days commencing the date on which first contact is made with a care provider.

The insurance pays for necessary and reasonable costs for care in connection with delivery, miscarriage, or other serious complication prior to the end of the 28th week of pregnancy. With respect to delivery before the end of the 28th week of pregnancy, necessary and reasonable costs for care of the mother and the child will be paid for a period not exceeding ninety days. Other costs for care in connection with pregnancy or delivery are not paid.

Notes

Section 4 however applies to citizens in a Nordic country, an EU/EES country, Switzerland or another convention country who can demonstrate that they have ceased to be entitled to medical benefits in their home country.

"Emergency medical or dental care" shall have the same meaning as the term *immediate hospital care* in section 4 of the Health and Medical Services Act (SFS 1982:763) and *immediate dental care* in section 6 of the Dental Services Act (SFS 1985:125).

5. Home transport cover

The insurance pays the necessary and reasonable additional costs incurred for home transportation of the insured due to the fact that he or she has become ill or been in an accident during the policy term. The same shall also apply to the home transport of a deceased.

6. Accident protection

In the event of accidental injury which results in medical disability, a disability payment shall be paid in proportion to the degree of medical disability. In conjunction with a medical disability of less than 50 per cent, the payment shall be calculated upon 5 times the statutory base amount. In conjunction with at least 50 per cent medical disability, the amount shall be calculated upon 10 times the statutory base amount.

If the injury results in death within a period of three years, one statutory base amount shall be paid to the estate.

Notes

Accidental injury means bodily injury caused by a sudden and unintentional occurrence involving external force against the body. A bodily injury in connection with an assault is normally regarded as accidental injury. However, strain or normal injuries are not regarded as accidental injury. This also applies to heart attacks, cerebral haemorrhages, and suchlike, as well as illnesses caused by bacteria, viruses, or other infectious matter which are not caused or arise in

connection with a sudden and unintentional occurrence involving external force against the body.

Statutory base amount means the price base amount pursuant to the National Insurance Act (SFS 1962:381).

Instructions concerning assaults

Assaults must be immediately reported to the local police authority. The insured must produce evidence of such report.

The insured must exercise normal care, avoiding, if possible, dangerous places and situations and otherwise do what may reasonably be required to avoid being the victim of an assault. In the case of negligence, the compensation will normally be reduced by one half, if circumstances do not show that such negligence was minor or insignificant for the insurance event. Where the negligence has been particularly gross, compensation may be completely withheld. The same applies if the insured was under the influence of alcohol, sleeping medication, narcotics, or other intoxicants, or committed an intentional act which, pursuant to Swedish law, may lead to at least the imposition of a day fine.

7. Liability cover

In the event that the insured is subject to a claim in damages due to an event which has occurred during the policy term, Kammarkollegiet undertakes *vis-à-vis* the insured to:

1. Investigate whether liability in damages exists.
2. Negotiate with the other party.
3. Represent the traveller in proceedings before courts of law or arbitral proceedings and pay the litigation or arbitration costs which the insured incurs or is required to pay and which cannot be received from the other party or a third party.
4. Pay the damages that the insured is liable to pay according to applicable tort law, however, not exceeding SEK 3,000,000.

The insurance does **not** apply to the following:

1. Claims in damages against the insured as owner, user, or driver of motor-driven vehicles, boats, or aircraft.
2. Damage which is covered by an employer's vicarious liability or a third party's liability.
3. Damage which has occurred in connection with the perpetration by the insured of a criminal act which, according to Swedish law, is punishable by imprisonment.

Notes

The insurance cover is not limited to claims against the insured as a private person. This means that the cover also includes claims against the insured as a student or student trainee.

Instructions

Kammarkollegiet shall not be bound by the insured's undertaking in advance to compensate any loss, admission of liability in damages, or approval of compensation claims. Where claims are made, the insured shall refer to the liability insurance with Kammarkollegiet. The insured should note the name, address, and telephone number of witnesses and other persons who can provide information regarding the event.

8. Legal expenses cover

If the insured as a private person makes a claim for damages due to an event which has occurred during the policy term, the insured's reasonable costs for legal counsel shall be compensated provided the costs cannot be paid by the other party, any third party, or by legal aid. In addition, when applicable, the litigation costs which the court orders the insured to pay to the other party will be compensated.

The insured shall retain a member of the Swedish Bar Association as counsel. Before counsel starts work confirmation shall be obtained from Kammarkollegiet.

The maximum compensation amount is SEK 200,000.

9. Notification of loss

A notification of loss form is contained on Kammarkollegiet's website: www.kammarkollegiet.se. A notification must be signed by both the insured and the Swedish university or college. The university or college must enclose a copy of the cover note with respect to a personal insurance policy. If the student is covered by the group insurance, a description of the exchange or acceptance agreement pursuant to section 1.1 shall be enclosed. In addition, the party requesting compensation shall:

- 1 in the event of assault, enclose proof, issued by the local police in the location where the loss occurred, that a report has been lodged,
- 2 submit detailed requests for compensation and enclose receipts or other vouchers,
- 3 if the same damage/loss is covered by other insurance, inform Kammarkollegiet thereof, and
- 4 at the request of Kammarkollegiet, provide information and submit medical certificates and other documents that Kammarkollegiet requires to adjust the claim.

10. Limitations period

The right to compensation will cease three years after the date of the loss if a notification of loss has not been received by Kammarkollegiet prior to such date. The general limitation rules shall otherwise apply. In the matter of liability cover, the date of damage/loss is considered to be the day on which any claim is made in writing vis-à-vis the insured. In other cases, the date of damage/loss is the day on which the event occurred, on which the insurance event is based.

11. Subrogation

To the extent Kammarkollegiet has paid compensation in an insurance case, Kammarkollegiet shall be subrogated to the insured's rights against any party liable for the loss.

12. Repayment of premium

Where a personal insurance policy has been terminated by the State authority, the premium shall be repaid with respect to the period following termination. However, amounts of less than SEK 200 shall not be repaid. Changes to the insurance terms and conditions of a policy which has commenced, e.g. a change in the number of insured persons, shall not entail any right to repayment of premium.

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