

# Personal injury insurance for students

Terms and conditions of insurance 14/10/2010



KAMMARKOLLEGIET

Excerpt from

**The Higher Education Ordinance (1993:100).**

**Chapter 1 General provisions**

**Personal injury insurance**

**Section 11a** Higher education institutions in respect of which the state is the entity responsible shall be liable for ensuring that the students are insured against personal injury. This insurance shall include coverage for injuries that have come about as a result of an accident or have been caused by an infection such as is referred to in Section 5 of the Ordinance concerning Work Injury Insurance and State Personal Injury Insurance (1977:284), providing the injury has occurred in connection with higher education in Sweden. The insurance shall not confer benefit rights in so far as the student is entitled to benefits under a statute or collective agreement. Such insurance as is referred to in paragraph one shall also apply to students engaged in higher education organised by state higher education institutions under an agreement with a municipality or county council that is the entity responsible for such education.

*Insurance cover shall be provided by an agreement between Universitets- och högskolerådet (the Swedish Council for Higher Education), acting on behalf of the higher education institutions, and Kammarkollegiet. This agreement and any amendments to it shall be made subject to the approval of the Government. Ordinance (2000:261).*

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# 1 Scope, definitions and deductible

## 1.1 Background

The insurance is, in accordance with Chapter 1, Section 11a of the Higher Education Ordinance (1993:100) and Chapter 1, Section 8a of the Ordinance (1993:221) on the Swedish University of Agricultural Sciences, purchased from Kammarkollegiet by the Swedish Council for Higher Education (UHR) on behalf of the higher education institutions.

Policy holders are the state-owned Higher Education Institutions in accordance with Appendix 1 to the Higher Education Ordinance (1993:100) *through UHR*.

## 1.2 Who is covered by the insurance?

The insurance covers all of the policy holders' students and doctoral students in accordance with the definitions found in Chapter 1, Section 4 of the Higher Education Ordinance (1993:100) and Chapter 1, Section 3 of the Ordinance (1993:221) on the Swedish University of Agricultural Sciences.

## 1.3 When and where does the insurance policy apply?

The insurance applies in Sweden. It applies

- during school hours and
- during direct travel between the home and the place where the school hours are spent.

*School hours* refers to

- all time spent in and around the higher education institution's premises, except when the stay there is due to activities of a leisurely character that are organised by someone other than the higher education institution,
- all other time during which the student participates in activities organised by the higher education institution,

- time which the student spends during internship or in a workplace where a degree project is carried out, in cases where the activity is approved by the higher education institution and
- remaining internship or other part of the education which, after approval by the higher education institution, is scheduled after the end of a semester assuming that the student is still admitted to and conducts studies.

## 1.4 Definitions

### *Accident*

“Accident” means bodily injury caused by a sudden and unintentional occurrence involving external force against the body.

Injuries during scheduled physical training or during internship in healthcare professions or other education programmes with a practical focus with high physical exertion are considered accidents even if the external force requirement is not met.

Effects on the body by smoke, gas, chemical substances, heat, cold and radiation are considered to be equivalent to external force against the body. The same applies to pressure changes and other forces affecting the body during diving training.

Despite the requirement that occurrences must be unintentional, accidents also include sudden occurrences of external force against the body that arise in connection with work, training, internship or exercises which the insured participates in voluntarily, if the incident is an unwanted and unforeseen result of the activity. The same applies to injuries or illness resulting from injection or sampling training as part of healthcare and medical training.

Stress or wear-and-tear injuries as well as dental injuries in the event of chewing or biting are not considered as accidents. The same applies to heart attacks, cerebral haemorrhages and such like, as well as illnesses caused by bacteria, viruses or other infectious matter, which have not occurred or arisen in connection with a sudden and unintentional occurrence involving external force against the body.

### *Illness through infection*

"Illness through infection" means the same thing as occupational injury through infection in Section 5 of the Ordinance (1977:284) concerning occupational injury insurance and state injury insurance.

*Statutory base amount*

“Statutory base amount” means the price base amount as defined in the Social Insurance Code.

### **1.5 Deductible**

An insured person's deductible for each damage event is SEK 500.

## 2 Insurance cover

In the event of a personal injury resulting from an accident or illness through infection, reimbursement is paid for personal injury in accordance with Chapter 5 of the Tort Liability Act (1972:207) as if liability in damages had been established. Regarding reimbursement for loss of income, the regulations for calculating life annuity data in Chapter 41, Sections 8-18 of the Social Insurance Code (2010:110) are applied.

If a personal injury resulting from an accident or an illness through infection has a fatal outcome within three years of the injury event, a statutory base amount is paid to the estate in addition to any already paid amounts. If the deceased has children who at the time of death are below 18 years of age, in addition to reimbursement for loss of support in accordance with the first paragraph, three statutory base amounts are paid to each such child, and three statutory base amounts to the other parent of such a child as beneficiary of accident insurance, assuming that the other parents is, or as a result of the death becomes custodian.

## 3 Exceptions

The injury insurance in accordance with this insurance applies only to the extent a corresponding reimbursement cannot be paid in accordance with the private or government collective bargaining agreement concerning compensation for occupational injury (TFA or PSA), in accordance with the Motor Traffic Damage Act (1975:1410) or in accordance with regulations regarding responsibility for railroad or aviation operations or operation of a facility where injury liability is specifically regulated by law.

In case of injuries where there is a right to life annuity in accordance with the Social Insurance Code, the occupational injury annuity is coordinated with the reimbursement in accordance with this insurance. The same applies to reimbursement in accordance with the Ordinance (1988:245) on Group Life Insurance for Doctoral Candidates. This insurance reimburses costs only to the extent that they cannot be compensated in accordance with the Social Insurance Code, other act or other insurance.

Reimbursement for personal injury in connection with assaults will be paid in the event that the student does not, within a period that is reasonable in view of the nature of the injury and the need for compensation, receive compensation from the assailant, the assailant's insurance company or other source, although no later than three years after notification to Kammarkollegiet.

No benefit is paid under the policy for insult.

No benefit is paid under the policy if the injury is not documented in medical journals, certificates or the equivalent in the healthcare system.

## 4 Notification of damage

Notification of damage must be made on a particular form, which is provided by Kammarkollegiet. The notification shall be signed both by the insured (where possible) and by the higher education institution. The higher education institution shall, with its signature, confirm that the notification is for a person specified in point 1.2 above and – if possible – that the injury has happened during school hours or during direct travel between the home and the place where the school hours are spent in accordance with 1.3 above.

# 5 General terms and conditions

## 5.1 Claim adjustment

Claim adjustment is carried out by Kammarkollegiet and is done in accordance with insurance practice in the personal injury field, applying the provision regarding comment from the Swedish National Claims Adjustment Board specified in Sections 11–13 of the Ordinance (1995:1301) on the Administration of Claims for Damages against the State. If the injured person, during loss adjustment, receives reimbursement from the insurance, reasonable and justified costs for representation are also compensated, meaning that such fees are compensated up to a level of what is paid via legal aid. However, reimbursement is only paid if the injured person has employed a representative who is suitable in respect of place of residence and the nature of the case and who

- is a lawyer or
- has been appointed as legal representative in accordance with the Legal Aid Act or
- has been found to be specially suited for the task by the Insurance Companies' Litigation Insurance Board.

## 5.2 Limitations period

The right to reimbursement will cease three years after the date of damage if a claim has not been received by Kammarkollegiet prior to such date. In other respects, general regulations regarding limitation periods apply.

## 5.3 Subrogation

To the extent Kammarkollegiet has paid reimbursement to the insured or beneficiary, Kammarkollegiet shall be subrogated the rights of such person against the party liable for the damage.