

# Swedish State Group Insurance and Personal Insurance

## GIF

Terms and Conditions of Insurance, 01/01/2015



KAMMARKOLLEGIET

This insurance product is to meet the requirement for insurance cover for certain groups or individuals who are somehow connected to a State authority, who lack satisfactory insurance cover and who cannot, or should not, be responsible for such.

These terms and conditions enter into force on 1 January 2015.

## Table of Contents

1 Scope, definitions and deductibles.....	4
1.1 Who is covered by the insurance? .....	4
1.1.1 Group insurance policy.....	4
1.1.2 Individual insurance policy.....	4
1.2 When and where does the insurance policy apply?.....	4
1.3 Definitions .....	5
1.4 Deductibles .....	6
Insurance cover .....	7
2.1 Disability and death benefits.....	7
2.2 Medical and dental care cover.....	8
2.3 Home transport .....	9
2.4 Property cover .....	9
2.5 Liability cover .....	15
2.6 Legal expenses cover .....	16
3 Insurance claim.....	17
4 General terms and conditions .....	18
4.1 Other insurance .....	18
4.2 Limitations period.....	18
4.3 Subrogation.....	18
4.4 Policy term and termination .....	18
4.5 Repayment of premium .....	18
4.6 Premium adjustment .....	19
What should the insured person do? .....	20

# 1 Scope, definitions and deductibles

## 1.1 Who is covered by the insurance?

### 1.1.1 Group insurance policy

When a university, a college or other authority has obtained this insurance as a group insurance, it covers all categories of persons included in the policy.

### 1.1.2 Individual insurance policy

A university, a college or other authority can obtain this insurance for a foreign visitor for whom the insurance responsibility lies with the authority.

The following information must be included in the application:

- name and personal identity number or date of birth
- requested policy term
- invoice address, invoice reference number and contact person at the authority.

This insurance may not be taken out for Swedish citizens. Fee-paying students can take out FAS or FAS+ insurance.

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

The insurance is applicable during direct travel between the home country and Sweden, and at all times within Sweden.

The insurance applies twenty-four hours a day in the Schengen region, provided the insured person holds a Schengen Visa issued by a Swedish mission abroad. If the insured person does not have a Schengen Visa, the insurance is only applicable in Sweden.

Item 2.4 concerning property cover is only applicable in Sweden.

The following countries are included in the Schengen area: Belgium, Denmark, Estonia, Finland, France, Greece, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Switzerland, Slovakia, Slovenia, Spain, Sweden, the Czech Republic, Germany, Hungary and Austria.

### 1.3 Definitions

#### *Authority*

‘Authority’ refers to the State authority that has taken out the insurance policy.

#### *The insured person*

‘The insured person’ refers to the person covered by the insurance.

#### *Cohabitant*

‘Cohabitant’ is as defined in the Swedish Cohabitees Act (2003:376).

#### *Base amount*

‘Base amount’ refers to the price base amount as defined in Chapter 2, Section 7 of the Social Insurance Code.

#### *Accident*

‘Accident’ refers to bodily injury caused by an unintentional and sudden occurrence involving external force against the body. Strain or abrasion injuries are not considered as accidents. The same applies to heart attacks, cerebral haemorrhages and similar, 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.

‘Accidents’ are also considered to include illness or injury caused by a biological or chemical agent, if it is probable that some person has intentionally spread the biological or chemical agent in order to cause illness or accident to people. Should the illness or injury not emerge until after the policy term, the issue of whether the illness or injury is to be

considered to have affected the insured during the policy term will be based on the opinion of a medical expert.

Injury in the event of chewing or biting will not be considered an injury caused by an accident.

#### *Emergency medical care*

Medical care for symptoms that appear suddenly during the policy term, for which the insured person must seek medical attention within a few days.

#### *Emergency dental care*

Emergency dental care resulting in the patient becoming free of pain and infection, provisionally filling in any visible gaps and ensuring there is an adequate chewing surface.

#### *Personal property*

'Personal property' refers to property that the insured person is carrying, has borrowed from a private individual, or purchases or rents during the journey for personal use.

## **1.4 Deductibles**

No deductibles apply to this insurance, with the exception of item 2.4 Property cover, where the deductible is SEK 1,500.

## 2 Insurance cover

### 2.1 Disability and death benefits

In the event of accidents that lead to a medical disability, the disability benefit will be determined by the degree of the medical disability. In cases of medical disability below 50 per cent, the capital is calculated on 10 times the statutory base amount. In cases of 50 per cent medical disability, the capital is calculated on 20 times the statutory base amount. If the accidental injury leads to death within 3 years, 1 statutory base amount will be paid to the estate, with deductions for any amounts that may have been paid as disability benefits.

No compensation is paid for scarring.

The calculation is based on the statutory base amount for the year of death. Where applicable, any amount paid out as disability benefit will be deducted from the death benefit.

#### *Instructions in the event of an assault*

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

The insured person must exercise normal caution, i.e., if possible avoid dangerous places and situations and otherwise do what may reasonably be demanded to avoid being the victim of an assault or other injury. In the case of negligence, the compensation will usually be reduced by half, if circumstances do not indicate that the negligence was minor or of minor significance in the insurance matter. If the negligence has been particularly gross in nature, the right to compensation may be withheld completely. The same applies if the insured person was under the influence of alcohol, sleeping medication, narcotics, or other intoxicants, or committed an intentional act which according to Swedish law may lead to at least the imposition of a day-fine.

## 2.2 Medical and dental care cover

The insurance reimburses necessary and reasonable costs for **emergency** medical care or dental care if the insured person suffers illness or accident during the policy term. For each such event, the costs will be reimbursed for a period not exceeding ninety days from the first contact with a care provider.

The insurance covers necessary and reasonable costs for **emergency** care in connection with delivery, miscarriage or other serious complications up to the end of the 28th week of pregnancy. In the event of delivery prior to the 28th week of pregnancy (27+6), necessary and reasonable costs for maternity and postnatal care are paid for no more than ninety days. Other costs for care in connection with pregnancy or delivery are not reimbursed.

The insurance covers **emergency** dental care up to a maximum of SEK 3,000 per year.

Medical and dental care must always be certified with original receipts. The insurance will only cover medicines prescribed by a doctor.

### *Exceptions*

The insurance does not cover medical consultations for symptoms or illnesses that the insured person had before arriving in Sweden. If the condition of the insured person deteriorates suddenly during their stay in Sweden, the insurance will cover medical care until the condition is stabilised, even if treatment of the illness continues.

The insurance does not cover additional costs in connection with medical care or dental care. Examples of such additional costs include taxi costs, unused tickets, etc. The insurance does not cover health examinations, vaccinations, planned check-ups during pregnancies and other planned medical/dental care. Tests for venereal diseases, without symptoms or other indication of actual infection, will not be covered as emergency medical care.

Compensation will not be paid for treatment by a chiropractor, naprapath or other care provider outside the general health services. Chiropractic

treatment will however be compensated, provided it has been prescribed by a licenced physician.

*Note*

'Emergency medical or dental care' refers to the same concept as *immediate medical care* as per Section 4 of the Health and Medical Services Act (1982:763) and *immediate dental care* Section 6 of the Dental Care Act (1985:125) respectively.

Invoices from hospitals and similar institutions must not be addressed to Kammarkollegiet, but directly to the insured person.

## 2.3 Home transport

The insurance reimburses necessary and reasonable additional costs incurred for transport of the insured person to their home country due to serious illness or extensive personal injury during the policy term. The same applies to home transport of a deceased person.

The assessment of whether home transport is necessary is always made by the treating physician in consultation with Falck Global Assistance or Kammarkollegiet. Costs of home transport arranged by a party other than Falck Global Assistance or Kammarkollegiet will not be reimbursed.

The insured person must not contact Falck Global Assistance directly; they must first contact Kammarkollegiet.

## 2.4 Property cover

Damage to, or loss of, personal property brought or acquired by the insured person during the journey, will be compensated with an amount not exceeding SEK 20,000. The property cover is applicable throughout the policy term within Sweden. The deductible is SEK 1,500.

Limitations to the stated insured amount:

- property liable to be stolen, see below, maximum value SEK 10,000
  - valuable documents (tickets, passports etc.) maximum value SEK 5,000
- and
- cash, maximum value SEK 3,000.

Property liable to be stolen:

- objects made entirely or partly from precious metal, real pearls and precious stones;
- antiquities and works of art, pocket watches and wristwatches; and
- cameras, projectors, field glasses and telescopes, musical instruments, mobile telephones and other electronic communication devices, GPS equipment, computers, laptops, CD players, DVD players, amplifiers, speaker systems, radio and television sets, video game consoles, as well as parts and accessories for these items.

The insurance does not apply to the following:

1. Damage to, or loss of, cash, travel documents, articles made in whole or in part of precious metals, real pearls and precious stones, antiques, works of art, cameras, mobile phones, tablet computers, computers or other electronic equipment with accessories, alcoholic beverages or other delicate or valuable property liable to be stolen, if such property has been left for transportation, registration or other form of storage.
2. Functional failures that occur, unrelated to any external damaging event. Damage or functional failure caused by climate or environmental impact (e.g. dampness, impact of sand, rust or dirt).
3. Damage through wear and tear, superficial damage such as dents or scratches, which has no substantial impact on functionality.
4. Damage or loss that can be compensated through other insurance, transportation companies, hotels, or similar.
5. Damage to sports equipment while in use.
6. Damage to, or loss of, a motor-driven vehicle, boat, aircraft, mobile home or trailer, goods in transit, or injury to or loss of an animal.
7. Purchases, withdrawals or exploitation with the use of a stolen, cloned or lost debit card, credit card, SIM card, or similar.

8. Apps or media files for computers, mobile phones, tablet computers, or similar.

9. Consequential loss or damage due, for example, to loss of property, such as costs of telephone calls, travel, changing locks, taxi journeys, food or lodging.

10. Property belonging to a Swedish higher education institution (a Swedish public authority), a foreign higher education institution, a company or other legal entity.

11. Property that has been left behind, lost or misplaced, even if this has led to the theft of such property.

#### *Note*

Delicate and valuable property liable to be stolen should be carried as hand luggage. The insured person should keep in mind that theft from checked-in, locked bags does occur. Kammarkollegiet will assume title to lost property which Kammarkollegiet has replaced. If any property that has been replaced is found, the insured person must notify Kammarkollegiet thereof.

#### *Instructions*

The insured person must attach certification that a report has been filed, pursuant to the following: Thefts are to be immediately reported to the local police authority. Thefts from a hotel must also be reported to the hotel. Damage to, or loss of, transported baggage is to be reported to the transportation company. In the first instance, any liability, undertakings, or offers on the part of the hotel or transportation company are to be called upon and claimed.

#### *Duty of care*

The insured person must exercise normal caution, i.e. must handle and keep the property safely and otherwise do what can reasonably be expected to avoid theft or other damage/loss. All windows and doors must be closed and locked if no-one is at home. Leaving money in a hotel room, leaving a bag or technical equipment unsupervised or leaving property liable to be stolen in a car, will usually be regarded as negligence. The insured person must lock money, valuable documents and travel documents in a safe or similar when staying in a hotel.

In cases of negligence, the compensation is usually reduced by half, unless circumstances indicate that the negligence was minor or of minor significance in the insurance matter. The same applies if the insured has not reported the loss to the police or attempted to mitigate the loss. If the negligence has been particularly gross in nature – for example, if a bag has been left unsupervised during a visit to a restaurant or hotel dining room – the right to compensation may be withheld completely.

#### *Compensation and valuation rules*

In the event of damage to property, proven costs of repair will be reimbursed with an amount corresponding to the property's value prior to the damage.

In the event of loss, the market value of the property prior to the loss will be reimbursed.

Original receipts for the lost or damaged property must always be sent to Kammarkollegiet.

The property is valued in the following way:

A. Newer property – where less than a year has elapsed from the purchase date. Compensation is payable at 100 % for the repurchase of equivalent property.

B. Older property – where more than a year has elapsed from the purchase date. Compensation is paid after a percentage deduction from the current price as new for equivalent property as specified in the table below.

No compensation will be paid for property over 6 years old. For watches, however, compensation of 20% of the value will be paid for items older than 6 years.

C. For consumable items such as cosmetics, perfume, drugs, hygiene articles and underwear, compensation is paid for 50 per cent of the price as new.

D. For property not included in the table below, the property's value prior to the loss or damage consists of the repurchase price minus deductions for age and use. Deductions for age and use are made at 10 per cent per year, from the start of the second year after purchase, up to a maximum of seventy per cent.

E. Precious metal, real pearls and precious stones are compensated at 100% for the repurchase of equivalent property. However, the maximum compensation amount is SEK 10,000.

The compensation amount is always subject to a deductible of SEK 1,500 per claim.

Compensation as percentage of current price/value:

	<b>Age</b>					
<b>Property</b>	<b>0–1 years</b>	<b>1–2 years</b>	<b>2–3 years</b>	<b>3–4 years</b>	<b>4–5 years</b>	<b>5–6 years</b>
Spectacles	100	60	50	40	20	20
Watches	100	85	75	65	55	40
Bicycles	100	85	65	55	45	40
Skiing and golf equipment	100	85	65	50	40	20
CDs, DVDs, video games	100	50	50	50	40	30
Cameras	100	75	65	50	40	30
Radio, stereo, TV	100	75	65	50	40	30
DVD player	100	75	65	50	40	30
GPS	100	60	55	40	30	20
Mobile telephones	100	60	55	40	30	20
Computer	100	60	55	40	30	20
Clothes, shoes, boots, suitcase, handbag, wallet,backpack, sunglasses	100	60	50	40	30	20

Technical equipment purchased at blocket.se, tradera.se or similar website will be compensated with no more than SEK 2,000. A receipt or bank

statement certifying the purchase must always be attached to the insurance claim.

## 2.5 Liability cover

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

1. investigate whether any damage liability exists;
2. negotiate with the other party;
3. represent the insured person in court or arbitration proceedings and to pay the litigation or arbitration costs that the insured incurs or is ordered to pay, and which cannot be obtained from the other party or a third party;
4. pay the damages that the insured is liable to pay according to applicable tort law, although not exceeding SEK 3,000,000.

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

1. damage claims against the insured person as owner, user, or driver of a motor vehicle, a boat, or an aircraft;
2. damage claims covered by the vicarious liability of the employer
3. damage/loss that has occurred in connection with the perpetration by the insured of a criminal act that is punishable by imprisonment according to Swedish law.

*However*, the insurance does cover damage claims from a third party other than the car rental company/car owner, against the insured person as the driver of a rented or borrowed car, provided that the claim is not covered by the car's third party liability insurance or other equivalent insurance.

### *Note*

The insurance coverage is not limited to claims against the insured person as a private individual.

The insurance also covers damage claims against the insured person within the relationship between the insured person as a tenant and a landlord.

#### *Instructions*

Kammarkollegiet is not bound by any advance undertaking on the part of the insured person to compensate any loss, admit liability in damages, or approve compensation claims. Where claims are made, the insured person is to 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.

## **2.6 Legal expenses cover**

If the insured as a private person, makes a damage claim against another party due to an event that has occurred during the policy term, the insured person will be compensated for reasonable costs of legal counsel, unless these can be obtained from the other party or a third party. In addition, when applicable, any litigation costs that a court may order the insured to pay to the other party will be reimbursed.

The insured is primarily to retain a Swedish attorney as counsel. In the event of a dispute abroad, the insured person is to retain the services of counsel appointed by Kammarkollegiet.

The claim must exceed SEK 15,000.

The maximum compensation amount is SEK 200,000.

## 3 Insurance claim

Insurance claims must be submitted on a special form, which can be obtained from the Kammarkollegiet website [www.kammarkollegiet.se](http://www.kammarkollegiet.se). The insurance claim must be signed by both the insured person and the Authority. In addition, the party requesting compensation must:

1. in the event of theft or assault, enclose proof that a report has been filed with the local police;
2. submit a detailed compensation claim and enclose receipts or other certificates;
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 requested by Kammarkollegiet to adjust the claim, and assist in the inspection of the damaged property.

## 4 General terms and conditions

### 4.1 Other insurance

With the exception of the disability or death benefits, this insurance compensates damage/loss or costs only to the extent that they cannot be compensated under other insurance, Ordinance or Act.

### 4.2 Limitations period

The right to compensation will cease three years after the date of the damage/loss if no claim has been received by Kammarkollegiet prior to such date. In the matter of liability cover, the date of damage/loss is considered to be the day on which any claim is made vis-à-vis the insured person. In other cases, the date of damage/loss is the day on which the event occurred, on which the insurance event is based.

### 4.3 Subrogation

To the extent Kammarkollegiet has paid compensation in respect of an insurance event, Kammarkollegiet is to be subrogated the insured person's rights against the party liable for the damage/loss.

### 4.4 Policy term and termination

Unless otherwise specified, the insurance term for a group insurance policy is twelve months. Unless either party has given notice of termination of the insurance not less than one month prior to the end of the term, the insurance will be extended for another twelve months. A personal insurance policy can be terminated by the Authority with immediate effect.

### 4.5 Repayment of premium

If a personal insurance policy has been terminated by the Authority, the premium is to be repaid with respect to the period following termination. However, amounts of less than SEK 200 will not be repaid. Effectuated changes to the terms and conditions of a policy, e.g. a change

in the number of insured persons, do not entail any right to repayment of premium.

#### **4.6 Premium adjustment**

Premium adjustment is applicable to group insurance policies where the annual premium amounts to at least SEK 10,000.

The premium is adjusted annually, prior to each new policy term, in respect of the claims incurred pursuant to the following:

- 70 percent of the premium is compared to the claims incurred
- should the claim costs be higher, the following year's premium is increased by the percentage difference, though by no more than 15 per cent;
- should the claim costs be lower, the following year's premium is reduced accordingly, though under no circumstances to less than 50 percent of the original premium.

The reconciliation takes place two months prior to the new term. The final comparison period is three years, although such will initially be 10, 22, and 34 months respectively.

**Incident/Injury**
**What should the insured person do?**

**For full terms and conditions, refer to each respective coverage in GIF.**

<b>Emergency medical and dental care</b>	<p>Should the insured person need to seek medical attention or dental care in case of an emergency, they may:</p> <ol style="list-style-type: none"> <li>1. Cover the expense out of pocket and save all receipts for costs regarding to medical/dental care and medicines. The insured person must then, within 3 months of the date of damage/loss, submit an insurance claim to Kammarkollegiet along with all original receipts.</li> </ol>
<b>Home transport</b>	<p>If the insured person wants to return home due to illness or accident, they must always contact Kammarkollegiet prior to the return journey.</p>
<b>Damage to or loss of private property</b>	<p>In cases of property damage, the insurance will primarily cover costs of repair. In such cases, contact a repairer and save all receipts. Then submit original receipts for the repairs along with an insurance claim form to Kammarkollegiet. If it is impossible to repair the damage, or in the event of theft, an insurance claim must be submitted to Kammarkollegiet within 3 years of the date the damage/loss occurred. Attach original receipts for the stolen property along with a police report. In the event of damage to or loss of property during transport, the damage or loss must be reported to the transport company.</p>

<b>Liability cover</b>	If the insured person receives a damage claim, they must contact Kammarkollegiet.
<b>Legal expenses cover</b>	If the insured person makes a damage claim against another party, they must contact Kammarkollegiet.