

FAS

The Swedish State's Insurance for Fee-Paying Students

Terms and Conditions of Insurance, 01/01/2015



KAMMARKOLLEGIET

The purpose of this insurance policy is to provide insurance for so-called 'third country students' who are in basic education or higher education and who are required to pay tuition fees for their education starting from the autumn term of 2011. Many of these students are unable to purchase their own insurance during their stay in Sweden.

Tuition fees are to be introduced for first and second cycle education (undergraduate and master's level). Third cycle (doctoral) studies will remain free of charge, also for third country students.

Higher education will remain completely free of charge for Swedish citizens, citizens from EU/EEA countries and citizens of Switzerland. The difference between FAS insurance and FAS + insurance is that FAS + insurance includes property cover.

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

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1 Scope, definitions and deductibles

1.1 Who is covered by the insurance?

When a university or a college has obtained this insurance as a group insurance, the cover applies to all students who are accepted to, and undertake, higher education at the university or college and who pay term fees for the education. The insurance may also be taken out for students who have been granted scholarships and therefore pay term fees.

1.2 When and where does the insurance policy apply?

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. It is also applicable during direct travel between the home country and 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.

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.

The insurance is not applicable if the insured person is in their home country for reasons other than studies or work placement as part of their studies/internship experience at the university/college in Sweden.

1.3 Definitions

Start of studies

‘Start of studies’ refers to the start of term, course or time when teaching at the educational institution begins. Introductory courses, language courses and similar preparatory activities arranged by Swedish educational institutions are included in the education period.

End of studies

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

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 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.

1.4 Deductibles

No deductibles apply to this insurance.

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 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. This means that it also covers claims against the insured person as a student or trainee.

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.

2.5 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. 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 assault, enclose proof that a report has been lodged 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 that Kammarkollegiet requires to adjust the claim.

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 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, however, by no more than 15 per cent;
- should the claim costs be lower, the following year's premium is reduced accordingly, however, 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 FAS.

<p>Emergency medical and dental care</p>	<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"> 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.
<p>Transport home</p>	<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>
<p>Liability cover</p>	<p>If the insured person receives a damage claim, they must contact Kammarkollegiet.</p>
<p>Legal expenses cover</p>	<p>If the insured person makes a damage claim against another party, they must contact Kammarkollegiet.</p>