

URA insurance

Terms and conditions 1 September 2018

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KAMMARKOLLEGIET

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1 Taking out, scope and deductible

1.1 Which insurance can be taken out?

This insurance can be taken out by a government authority that wishes to provide an insurance in the event of a service abroad pursuant to the Agreement on contracts abroad and guidelines for terms of employment when serving abroad (URA). The agreement's definitions are applied in this insurance.

The insurance can be taken out either as a group insurance or as individual insurance for named individuals.

1.1.1 Group insurance

If the authority chooses to take out a **group insurance**, prior to every insurance period (normally 12 months), the authority shall provide information to Kammarkollegiet regarding the estimated number of insured man-days during the period with regard to both employees stationed abroad and accompanying family members. The insurance will then cover all the authority's employees stationed abroad, all accompanying family members to such an employee and all non-accompanying family members who visit the employee in the country of service.

1.1.2 Individual insurance

When taking out an **individual insurance** policy, the authority shall in its order state:

- name and personal ID number of those to be covered (children who have turned 19 are not covered)
- the term of the insurance
- the foreign service location
- invoice address and invoice reference

For every such order, the authority receives an insurance confirmation and an invoice for the premium, which is calculated on the number of insured man-days. If at the time of order, it is not clear if and if so when family members who are staying outside the country of service will travel to visit, insurance for them may be taken out separately.

1.2 Who is covered by the insurance and when does it apply?

The insurance applies worldwide including Sweden (except 2.5 Medical, dental and home transport cover, which only applies abroad). It also applies in war zones.

1.2.1 Group insurance

In the event of group insurance, the insurance applies for the employee throughout the entire period of service. In addition to the period of cover, the insurance also applies during the direct travel and return between the city of residence in Sweden and the country of service, on condition that this journey is made no earlier than two weeks before the beginning of the period of service or two weeks after the end of the period of service.

For accompanying family members, it applies during the same time with the following exceptions:

- The insurance does not apply during time when the family member has not yet taken his or her outbound journey and not during time after the family member's final journey home.
- It does not apply during travel to and from and stays in a third country, which is not directly adjacent to the country of service when the employee does not come with on the journey or stays in this country.

The insurance applies for family members who are outside the country of service who visit the employee in the country of service on condition that the employer has paid the travel costs. In addition to the period of visit in the country of service, the insurance also applies during the direct outbound and return travel between the city of residence in Sweden and the country of service.

Before the beginning of the period of service

The insurance covers the employee and accompanying family members who due to e.g. moving into a home is in the country of service for a maximum of two weeks before the beginning of the period of service.

After the end of the period of service

The insurance covers the employee and accompanying family members who due to e.g. closing up a home and removal is in the country of service for a maximum of two weeks after the end of the period of service.

School attendance

The insurance covers accompanying children who due to school attendance are in a third country on condition that the employer reimburses their school costs.

The insurance covers the employee, accompanying children and family members who due to school attendance are in the country of service before the employee has taken his or her position. The insurance covers accompanying children over the age of 19 who are in upper-secondary school or the equivalent that the employer pays educational allowance for (or would have paid if the school charged fees). However, the insurance applies no longer than until the child turns 21.

1.2.2 Individual insurance

In the event of individual insurance, the insurance protection applies during the time that is stated in the insurance confirmation from Kammarkollegiet.

1.3 Deductible

The insurance applies without deductible.

2 Insurance cover

2.1 Personal injury cover

In the event of personal injury through accident, which struck the insured during the term of insurance, reimbursement is paid for personal injury pursuant to Chapter 5 Sections 1 and 2 of the Tort Liability Act (1972:207) as if liability to pay damages had existed. With regard to reimbursement for loss of income, the rules on calculation of an annuity basis in Chapter 41 Sections 8-18 of the Social Insurance Code (2010:110) are thereby applied. These rules regarding loss of income are not applied upon sickness absences that are shorter than 31 days.

Reimbursement for personal injury pursuant to Chapter 5 Sections 1 and 2 of the Tort Liability Act covers, among other things, medical care costs, loss of income, pain and suffering and disfigurement or another lasting disability. The reimbursement pursuant to Section 1 in the aforementioned section of law also covers burial costs, loss of maintenance and personal injury for the person who was especially close to the deceased.

Personal injury in connection with assault is compensated insofar as the insured did not, within the time that is reasonable considering the injury and the need for reimbursement, receive damages from the perpetrator, his/her insurance company or another, although no later than within three years after the report to Kammarkollegiet. If the insured was negligent, the reimbursement can be adjusted.

Reimbursement for violation is not paid.

In the event of dental injury through accident, necessary and reasonable costs for dental care are compensated. For implant treatment or cap veneers, reimbursement is provided only on condition that the treatment is of such a nature as is compensated by the public dental care insurance. The insured shall contact Kammarkollegiet for a reasonability assessment before the treatment is begun. The insurance only provides reimbursement for one (1) permanent treatment. Injury upon chewing or biting is not considered an accidental injury and is not compensated according to this item.

If a dental injury is a work-related injury, the Swedish Social Insurance Agency (Försäkringskassan) may compensate the dental care costs.

Assault shall be immediately reported to the police authority in the city of the crime. The insured must present a certificate of such a report. If Kammarkollegiet so requests, the insured must file a claim for damages against the perpetrator. Kammarkollegiet is thereby responsible towards the insured for all costs that are not compensated by another party.

The insured must observe normal care, meaning if possible avoid dangerous places and situations and otherwise do what can reasonably be required to avoid being struck by assault or other injury. In the event of negligence, the reimbursement is normally reduced to half if the circumstances do not show that the negligence was minor or of minor significance to the insurance case. If the negligence was particularly serious, the reimbursement may be forfeit entirely. The same applies if the insured was affected by alcohol, sleeping medicine, narcotics or other intoxicants or committed an intentional act that under Swedish law could lead to at least income-based fines.

2.2 Disability and death benefits

In the event of an accident that leads to a medical disability, disability reimbursement is paid in relation to the degree of medical disability. In the event of a medical disability of 100 per cent, the reimbursement is 22 times the statutory base amount. In the calculation, the statutory base amount for the year the disability is established is used. The amount is disbursed as soon as the definitive degree of disability has been able to be established. If this has not been able to take place within one year from the accident, a preliminary amount is disbursed in relation to the lowest degree of lasting disability the accident is deemed to give rise to. Final settlement thereafter takes place as soon as the definitive degree of disability has been established. If this has not been possible to take place within three years after the accident, a final settlement is made according to the then assessed degree of disability. Possibly surplus preliminary amounts are not demanded back.

If an accident leads to death within three years, a death compensation is disbursed. If the insured has not prepared a special beneficiary provision for the insurance, the spouse or cohabitating partner and children under the age of 20 or - if such relatives do not exist - legal heirs are beneficiaries.

If one of the survivors is the spouse or cohabitating partner or if at least one of the survivors is the insured's children under the age of 20, the amount is 11 times the statutory base amounts.

If there are both spouse or cohabitating partner and children under the age of 20 among the survivors, the amount is 22 times the statutory base amounts.

Otherwise, it is six times the statutory base amounts.

In the calculation, the statutory base amount for the year of death is used. From the death reimbursement, what has been disbursed as disability reimbursement is deducted when applicable.

If the spouse or cohabitating partner and children are beneficiaries, half of the insurance amount shall go to the spouse or cohabitating partner and the remainder to the insured's children.

If a case of divorce was under way at the time of death, the spouse is not a beneficiary.

If the person who may be covered by the insurance wants other beneficiaries than those stated above, a special beneficiary provision must be prepared. The amounts stated above, depending on the circle of survivors, can be distributed in the manner the insured indicates in the beneficiary provision. Forms for this are proved by Kammarkollegiet. A prepared provision shall immediately be submitted to Kammarkollegiet for storage.

2.3 Visits by a close relative

Upon the insured's death, life-threatening injury or life-threatening illness, reasonable costs are reimbursed for a maximum of three close relatives' travel and lodging in connection with visits. The same applies in connection with burial abroad. If the close relatives are in a country other than Sweden, the insurance may reimburse the travel costs corresponding to what a journey from Sweden would have cost. The illness or death, respectively, must be confirmed with a medical certificate or death certificate.

2.4 Travel to a close relative

The insurance reimburses reasonable additional costs for a return trip to Sweden in the event of the life-threatening illness/death of a close relative. The insurance is limited to one (1) journey per relative's life-threatening illness and/or death. Travel to and from the airport in the country of service can be compensated if the journey is taken with public transport. Costs in Sweden are not reimbursed.

If the close relatives are in a country other than Sweden, the insurance may reimburse travel costs corresponding to what a journey to Sweden would have cost. Costs in a third country are not reimbursed.

The illness or death, respectively, must be confirmed with a medical certificate or death certificate.

2.5 Medical, dental and home transport cover

The insurance reimburses necessary, reasonable and verified costs for emergency medical care or dental care abroad when the insured, during the stay abroad, is

struck by illness or accident. For every event, such costs are reimbursed for a maximum of a period of 90 days from the first contact with the care provider.

Any additional costs (such as room and board, rebooking of tickets) are not reimbursed.

The insurance also reimburses dental injuries through accidents that occur during the term of insurance in Sweden.

Reimbursement is provided according to the provisions below.

2.5.1 Medical care

Reimbursement is provided for necessary, reasonable and verified costs for emergency medical care abroad. The insurance does not reimburse costs for maternity care, health checks, vaccinations or other planned care.

Limitation

In the event of pregnancy, costs for care abroad in connection with birth, miscarriage or other serious complications before the end of the 28th (27+6) week of pregnancy. Other costs for care in connection with pregnancy or childbirth are not reimbursed.

2.5.2 Dental care

Reimbursement is provided for necessary, reasonable and verified costs for emergency dental care abroad.

If a dental injury has occurred through an accident, necessary and reasonable costs are reimbursed for continued treatment in Sweden of the dental injury during a maximum of three years from the date of injury **if the costs is not reimbursed by another party**. Both treatment and costs must be approved in advance by Kammarkollegiet.

If a dental injury is a work-related injury, the Swedish Social Insurance Agency (Försäkringskassan) shall primarily review the issue of compensation. Thereafter, Kammarkollegiet decides if the dental injury can be reimbursed according to this item.

Limitation

In the event of a dental injury that arose when chewing or biting, reimbursement is provided only for the emergency treatment performed abroad.

Permanent crowns, bridges or implants are not reimbursed.

2.5.3 Home transport

The insurance reimburses necessary and reasonable additional costs for home transport to Sweden of the insured due to he or she being struck by a serious illness or a comprehensive personal injury abroad. The insurance also reimburses return travel to the country of service. The insurance also reimburses the cost for home transport to Sweden of the deceased.

Note on 2.5

Sweden currently has agreements on medical benefits with the Nordic countries, with other countries in the EU and with some convention countries. In these countries, the public healthcare shall primarily be used.

Anyone who is to travel to a country in the EU or to another convention country should bring with a certificate from the Swedish Social Insurance Agency (Försäkringskassan) that shows that he or she belongs to it, so that he or she is certain to receive care according to the EU rules or according to the convention, i.e. without other costs than a possible patient fee.

Anyone who is to travel to a non-convention country should take with a personal insurance card (Medical Insurance Card). A basis for such cards is provided by Kammarkollegiet and issued by the respective authority. The purpose of the card is for the insured to quickly gain access to emergency medical care by the healthcare institution being able to immediately confirm that there is an insurance policy that covers the costs.

Regulation to 2.5

In the event of illness, comprehensive personal injury, admission to hospital, need for home transport or another active injury assistance abroad, contact shall be made with Falck Global Assistance.

Tel: +46 8 587 717 49

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If Falck Global Assistance recommends a home transport to Sweden or evacuation to a third country and the insured objects to this, Kammarkollegiet may refuse compensation for continued care abroad for the illness/personal injury concerned.

The insurance does not cover emergency medical care in the country where the insured is a citizen or is resident. If the insured does not have access to healthcare benefits in that country, the insurance applies.

Anyone who falls ill upon a temporary visit in a different EU/EEA country or Switzerland shall submit an application to the Swedish Social Insurance Agency (Försäkringskassan), which reviews if it involved such care for which compensation can be paid. Receipts and other documentation of the care shall be appended to the application. Kammarkollegiet has the right to request an authorisation from the insured, which includes applying for compensation afterwards for healthcare costs in a different EU/EEA country and receiving such compensation on the insured's behalf.

2.6 Delayed luggage

Upon more than two hours' delay of checked luggage upon outbound travel, necessary and reasonable costs are reimbursed by a maximum of SEK 5,000. Outbound travel for the employee and accompanying family members refers to travel from the country of service.

Regulation

The insured must present a certification of the delay from the transport company. The transport company's liability, commitments or offers shall primarily be requested and utilised.

2.7 Liability cover

If the insured is subject to claim of damages due to an event that occurred abroad during the term of insurance and is related to the activities that gave rise to the insurance being taken out, Kammarkollegiet commits towards the insured to:

1. Investigate whether liability for damages exists.
2. Negotiate with the counterparty.
3. 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.
4. Pay the damages the insured according to current law of torts is obliged to pay, although no more than SEK 5,000,000.

The insurance does not apply for the following:

1. Damage claims against the insured as owner, user or driver of a motor vehicle, boat or aircraft.
2. Damage claims that are covered by the authority's or another employer's vicarious liability.
3. Damage that arose in connection with the insured committing an act for which prison is on the penal scale under Swedish law.
4. Damage claims against the insured or accompanying family member that pertain to some form of damage through wear or neglect of a rented or borrowed home.

However, the insurance applies for damage claims from a third party other than the car hire firm/car owner against the insured as a driver abroad of a car hired or borrowed there, insofar as the claim is not covered by the car's traffic insurance or another corresponding insurance.

Regulation

Kammarkollegiet is not bound by the insured in advance committing to compensate any damage, admitting to liability to pay damages or approves reimbursement requirements. If a claim is presented, the insured shall refer of the liability insurance with Kammarkollegiet. The insured should note name, address and phone number of witnesses and others who can provide information about what occurred.

2.8 Legal expenses cover

If the insured as a private person demands damages from somebody due to an event that occurred during the term of insurance and is related to the activity that gave rise to the insurance being taken out, the insured's reasonable costs for counsel are reimbursed if they cannot be paid by the counterparty or another or through public legal aid. In addition, where applicable, the court costs are compensated that the insured is ordered by a court to pay to the counterparty.

The insured shall primarily engage a Swedish attorney as counsel. In the event of disputes abroad, the insured must engage counsel that Kammarkollegiet decides.

The highest reimbursement amount is SEK 200,000.

The legal protection does not apply to disputes that pertain to amounts less than SEK 15,000.

3 Insurance claim

Forms for insurance claims are available at www.kammarkollegiet.se.

An insurance claim must be signed by both the insured and the authority.

In addition, the person requesting reimbursement must do the following:

1. Upon assault, attach certificate regarding the report issued by the police in the place where the injury occurred.
2. Upon delay of checked luggage, attach a certificate issued by the transport company.
3. Provide a specified insurance claim and append original receipts or other verifications.
4. If other insurance applies for the same damage, inform Kammarkollegiet thereof.
5. Upon request by Kammarkollegiet, provide information and provide doctor's certificate and other documents that it needs to settle the claim.

Regulation

If the insured were to disregard obligations according to the terms in the URA insurance, the reimbursement may be reduced or be entirely forfeit.

4 General terms and conditions

4.1 Other insurance

Except for the disability and death benefits, this insurance compensates for damage or expense only insofar as it cannot be compensated through personal injury agreements (PSA or TFA), the Social Insurance Code or another insurance, ordinance or law.

As stated by item 1.2, this insurance applies to the employee during the entire period of service for a group insurance and during the agreed term of insurance for an individual insurance. This means that it also applies during business travel. Damage or expense during business travel is therefore compensated from the state's business travel insurance only when the reimbursement rules there are more beneficial to the insured. In such a case, no reimbursement is paid from this insurance.

4.2 Limitation

The right to reimbursement ends three years after the damage date if the report was not received by Kammarkollegiet prior thereto. Regarding liability coverage, the damage date is considered to be the date a claim was presented against the insured. Otherwise, the damage date is the date of the event that forms the basis of the insurance case.

4.3 Subrogation

Insofar as Kammarkollegiet has reimbursed the costs in an insurance case, it assumes the insured's right against another that is responsible for the damage.

4.4 Interpretation of terms

If there is a difference between this English version of terms and conditions and the Swedish version, the Swedish one applies.

5 Definitions

In the insurance, the definitions are applied as are stated in URA – Agreement on contracts abroad and guidelines for terms of employment when service abroad, and the definitions given below.

Accompanying family members

Accompanying family members refer to accompanying spouse/cohabitating partner and such children under the age of 19 for whom the employee has a support obligation. The accompanying family members must lastingly stay in the country of service and also be entered into the URA contract.

Accident

Accident refers to a bodily injury caused by an involuntary and sudden even with external violence to the body. This means that overload and attrition injuries and twists of other than against the knee are not counted as accidents. The same applies to cardiac infarction, stroke and the like that did not occur in connection with a sudden and involuntary even with external violence to the body.

Illness or injury caused through biological or chemical substances is also considered an accident if it is likely that somebody deliberately spread the biological or chemical substance with the aim of causing illness or injury in people. If the illness or injury only shows itself after the term of insurance, a medical expert assessment shall form the basis of a decision in the matter whether the illness or injury is to be assumed to have affected the insured during the term of insurance.

Acute illness

Suddenly arising and relatively brief medical condition, which may need to be treated immediately.

Assault

Assault refers to injury through violence to a person, unprovoked and without consent.

Chronic medical condition

Long-term medical condition or illness where care and/or treatment is planned. Chronic conditions can also deteriorate and become acute and the required treatment then becomes emergency treatment.

Close relative

A close relative refers to the employee's:

- Spouse/cohabitating partner
- Children
- Siblings
- Parents
- Parents-in-law

Cohabitating partner

Cohabitating partner refers to the same as in the Cohabitees Act (2003:376).

In a corresponding manner, the circle of relatives applies for the accompanying family members. For accompanying children, grandparents are also included in the term of close relative.

Emergency dental care

Emergency dental care refers to the same as the term immediate dental care in Section 6 of the Dental Care Act (1985:125). Emergency dental care means that the patient becomes pain and infection free, has one (1) functioning chewing surface and that any visible dental gaps are filled provisionally. Visible dental gaps mean whole or partial loss of any of the ten front teeth in the upper or lower jaw.

Emergency medical care

Emergency medical care refers to the same as the term immediate medical care in Section 4 of the Health and Medical Services Act (1982:763).

Family members staying outside the country of service

Family members staying outside the country of service refer to a spouse and such children under the age of 19 for whom the employee has a support obligation.

Necessary and reasonable costs

Necessary and reasonable costs refer to what is common and customary both in terms of the cost's size and nature and with regard to the circumstances, such as time, place, etc.

Planned care

Investigation and/or treatment that is not a medical emergency.

Statutory base amount

Statutory base amount refers to price base amount according to the Social Insurance Code (2010:110).

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