

# STUDENT IN

Terms and Conditions 2018



KAMMARKOLLEGIET

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## 1 Scope, definitions and deductible

### 1.1 Who does the insurance apply to?

#### 1.1.1 Group insurance

When a university or university college has obtained this insurance as a group insurance, it applies to all exchange students who have been accepted for and are undertaking further education, education as a researcher or internship in Sweden. Exchange student means a student who is studying or undergo internship in Sweden according to a written agreement on exchange or acceptance between the Swedish educational institution and a foreign educational institution.

In this context “accepted” means registered in LADOK or a corresponding system.

The studies or internship in Sweden must give HE credits in the course of education in which the student has been accepted and is taking in his or her home country.

#### 1.1.2 Individual insurance

A university, college or other authority can subscribe to this insurance directly on our website for an individual student or doctoral candidate who is studying or undergo internship in Sweden when this is not done according to a written agreement between the educational institutions according to point 1.1.1.

The insurance order must then state:

- the student’s name and personal ID number or date of birth
- the insurance period and
- the authority, invoice reference and contact person at the authority.

## 1.2 Where and when does the insurance apply?

The insurance applies during direct travel between the home country and Sweden, during the period of education according to LADOK or a corresponding system, as well as two weeks before the start of study and two weeks after the end of study.

Individual insurance is valid during the agreed insurance period.

The insurance is valid 24 hours a day in the Schengen area if the insured has a Schengen visa issued by a Swedish overseas authority. If the insured does not have a Schengen visa or if the insured has a residence permit in Sweden, the insurance is only valid in Sweden.

The countries that are included in the Schengen area are:

Belgium, Denmark, Estonia, Finland, France, Greece, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Switzerland, Slovakia, Slovenia, Spain, Sweden, The Czech Republic, Germany, Hungary and Austria.

Point 2.4 property cover always only applies in Sweden.

The insurance is also valid during the summer holiday, if the student continues to study at the university or college after the summer holiday.

The insurance is not valid if the insured is in his or her home country and this is due to something other than studies or internship that form part of the studies/internship at the university or college in Sweden.

## 1.3 Definitions

### 1.3.1 Emergency medical care

Care for symptoms that arise suddenly during the insurance period and for which the insured must seek medical aid within a few days. Here emergency medical care has the same meaning as the term immediate health care in section 4 of the Health Care Act (1982:763). Examples of emergency medical care include care that is needed for an illness that occurs during a stay in Sweden or where care is needed as quickly as possible, such as with stomach ache or fever.

### 1.3.2 Emergency dental care

Emergency dental care means that the insured becomes free of pain and infection, that any visible gaps are temporarily filled and that there is one (1) functioning

chewing surface. Here emergency dental care has the same meaning as the term immediate dental health care in section 6 of the Dental Health Care Act (1985:125). Visible gap means the complete or partial loss of any of the ten front teeth in the lower or upper jaw.

### 1.3.3 Base amount

Base amount refers to the base price amount according to chapter 2 section 7 of the Social Insurance Regulations.

### 1.3.4 The insured

The insured refers to the person who is covered by the insurance cover.

### 1.3.5 The authority

The authority refers to the authority that subscribed to the insurance.

### 1.3.6 Accident

Accident refers to a bodily injury caused by an involuntary and sudden event involving external violence to the body. Repetitive strain or overload injuries are not counted as accidents. The same applies to heart attack, cerebral haemorrhage etc., as well as illness caused by bacteria, virus or other infection that did not arise in connection with a sudden and involuntary event involving external violence to the body. Also considered as accidents are illnesses or injuries caused by biological or chemical substances, if it is probably that someone has intentionally spread the biological or chemical substance for the purpose of causing illness or injury to people. If the illness or injury becomes evident only after the insurance period, an expert medical assessment shall form the basis for decision as to whether the illness or injury shall be assumed to have been caused to the insured during the insurance period.

### 1.3.7 Personal property

Personal property refers to property that the insured takes with him or her, borrows from a private individual or buys on the journey for private use.

### 1.3.8 Cohabitant partner

Here cohabitant partner refers to the same as in the Cohabitation Act (2003:376).

### 1.3.9 Start of study

The expression start of study refers to the start of term, start of course or date on which the course of study at the educational institution in Sweden begins. Introductory courses, language courses and similar preparatory activities for study that are organised at the Swedish educational institution are included in the teaching period.

### 1.3.10 End of study

The expression end of study refers to the end of term or of the course, when the teaching or internship period finishes. Examination or trial periods that are directly connected with the study or practice period are included in the teaching period.

### 1.3.11 Deductible

The insurance has no excess, with the exception of 2.4 Property cover, where the excess is SEK 1,500 SEK.

## 2 Insurance cover

### 2.1 Disability and death benefits

In the event of an accident that leads to medical disability, a lump sum is paid in relation to the degree of medical disability. In the case of medical disability of less than 50 per cent, the lump sum is calculated on 10 base amounts. For medical disability of 50 per cent or more, the lump sum is calculated on 20 base amounts. If the accidental injury leads to death within three years, 1 base amount is paid to the estate.

No compensation is given for scars. In calculation, the base amount in the year of death is used. Where appropriate, what has been paid as a lump sum for disability is deducted from the lump sum in the event of death.

#### 2.1.1 Instructions in the event of assault

The assault must be immediately reported to the local police. The insured shall produce evidence that a police report has been made.

The insured shall observe normal caution, i.e. if possible avoid dangerous areas and situations and otherwise do what may reasonably be expected in order to avoid being

the victim of assault. In the event of negligence, compensation is normally halved, unless the circumstances of the incident indicate that the negligence was very minor or had no significance for the insurance claim. In the event of gross negligence, the right to compensation may be lost. The same applies if the insured was under the influence of alcohol, sleeping pills, narcotics or other intoxicant or committed a deliberate criminal act that could lead to at least a fine under Swedish law.

## 2.2 Medical and dental care cover

The insurance reimburses necessary, reasonable and documented costs for emergency medical or dental care when the insured has suffered illness or accident during the insurance period. For each event, such costs are reimbursed during a period of up to 90 days from the first contact with the care provider. There is no upper limit to the amount of insurance cover for emergency medical care. For emergency dental care, a maximum of SEK 3,000 per year is compensated.

With pregnancy, costs are reimbursed for emergency medical care for the insured in connection with delivery, miscarriage or other serious complications before the end of the 28th week of pregnancy (27+6). In such cases, costs can be paid for medical care for both mother and child for more than 90 days.

The insured must always be able to produce original receipts as evidence of medical and dental care costs. The insurance only covers medicines that are prescribed by a doctor.

### 2.2.1 Exceptions

The insurance does not cover visits to a doctor with symptoms or illnesses that the insured had before travelling to Sweden. If the insured's condition rapidly worsens during his or her stay in Sweden, the insurance covers medical care until the condition is stabilised, even though treatment of the illness continues. The insurance does not compensate additional costs in connection with health or dental care. Examples of such additional costs include taxi fares, cost of rebooking tickets etc. The insurance does not cover medical examinations, vaccination, planned check-ups during pregnancy or other planned medical or dental care. Testing for sexually transmitted diseases, without symptoms or indication of actual infection, is not covered. Treatment by a chiropractor, naprapath or physiotherapist is only covered if there is a referral from a qualified doctor. Invoices from hospitals etc. shall always be issued to the insured, never to Kammarkollegiet.



### 2.2.2 Note

Emergency medical care or dental care refers to the same as the term immediate health care in section 4 of the Health Care Act (1982:763) and immediate dental health care in section 6 of the Dental Health Care Act (1985:125) respectively.

## 2.3 Home transport cover

The insurance compensates necessary and reasonable additional costs for transport to the home country of the insured because the insured has suffered serious illness or extensive injury during the insurance period. The same applies to repatriation of the deceased in the event of the insured's death.

An assessment of whether repatriation is necessary shall always be made by the doctor who is giving treatment together with Falck Global Assistance or Kammarkollegiet. Costs of repatriation organised by anyone other than Falck Global Assistance or Kammarkollegiet will not be covered.

If Falck Global Assistance recommends repatriation and the insured does not agree to this, Kammarkollegiet may decline to reimburse continuing care in Sweden for the illness/injury in question.

The insured shall not contact Falck Global Assistance directly, but shall first contact Kammarkollegiet.

## 2.4 Property cover

Damage to or loss of the insured's personal property, brought with them or acquired during travel, is compensated up to a maximum of SEK 25,000. The property cover is valid in Sweden throughout the insurance period. The deductible is SEK 1,500.

Limitations within the stated sum insured:

- property prone to theft, see below, maximum SEK 15,000,
- valuable documents (tickets, passport etc.) maximum SEK 10,000 and
- cash maximum SEK 3,000.

Property prone to theft:

- objects partly or wholly made of precious metal, genuine pearls or gemstones,
- antiques and artworks, pocket and wrist watches and
- cameras, projectors, binoculars, musical instruments, mobile telephones and other electronic communication equipment, GPS equipment, computers, hand-held computers, CD players, DVD players, amplifiers, loudspeaker

systems, radio and TV sets, video games and parts and accessories for the items listed here.

The insurance does not cover:

1. Damage to or loss of cash, travel documents, objects partly or wholly made of precious metal, genuine pearls or gemstones, antiques, artworks, cameras, mobile telephones, tablets, computers or other electronic equipment and their accessories, alcoholic drinks or other fragile property or property prone to theft if such property is handed over for transport, registration or storage in another way.
2. Functional faults that have not arisen in connection with a sudden and unforeseen event that has already occurred. Damage or functional faults caused by climate or environmental effects (e.g. damp, effects of sand, rust or dirt).
3. Damage caused by wear and tear, surface damage such as dents and scratches that do not significantly influence the usefulness of the object.
4. Damage or loss that can be compensated through other insurance, a transportation company, hotel etc.
5. Damage to sports equipment during use.
6. Damage to or loss of motor vehicle, boat, aircraft, caravan or trailer, home removals or animals.
7. Purchases, withdrawals or use with the aid of stolen, copied or lost debit cards, credit cards, SIM cards etc.
8. Apps or media files for computers, mobile telephones, tablets etc.
9. Consequential losses due to loss of property, e.g. cost of telephone calls, travel, changing locks, taxis, food or accommodation.
10. Property that belongs to a Swedish educational institution (Swedish authority), a foreign educational institution, a company or another juridical person.
11. Property that has been left behind, lost or mislaid, even if this is later stolen.

#### 2.4.1 Note

Fragile items or property that is prone to theft must be carried as hand baggage. The insured should be aware that theft may occur from locked bags that have been checked in. Kammarkollegiet assumes the ownership rights to lost property that is compensated by Kammarkollegiet. If property that has been compensated should be found or recovered, the insured must inform Kammarkollegiet of this.

#### 2.4.2 Instructions

The insured shall attach evidence of reporting/notification as follows: Theft must be immediately reported to the local police. Theft in a hotel must also be reported to the hotel. Damage to or loss of transported baggage must be reported to the transportation company. As a first step, the hotel's or transportation company's liability, obligations or offers must be requested and used.

#### 2.4.3 Duty of care

The insured shall observe normal care, i.e. handle and store the property in a satisfactory way and otherwise do what may reasonably be expected to avoid theft or other damage. All windows and doors must be closed and locked if nobody is in. For example, leaving money in a hotel room, leaving a bag or technical equipment unattended or leaving property that is prone to theft in a car would normally be considered negligent. If the insured is in a hotel, money, valuable documents and travel documents must be locked in a safe, deposit box etc.

In the event of negligence, compensation is normally halved, unless the circumstances indicate that the negligence was very minor or had little significance for the insurance claim. The same applies if the insured has not informed the police or attempted to limit the damage. If the negligence is especially serious, for example if a bag has been left unattended in a restaurant or hotel breakfast room, the right to compensation may be lost completely.

#### 2.4.4 Compensation and valuation rules

In the case of damage to property, documented repair costs are compensated up to the value of the property before it was damaged.

In the case of loss, the value of the property before it was lost is compensated.

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

Property is valued as follows:

A. New property – when less than a year has elapsed since the date of purchase. 100% compensation for equivalent new property is paid.

B. Older property – when more than a year has elapsed since the date of purchase. Compensation, with a deduction of a percentage of the present price of equivalent property as stated in the table below, is paid.

No compensation is given for property more than 6 years old. However for clocks and watches that are more than 6 year's old, 20% of the value is paid.

C. For consumables such as cosmetics, perfume, medicines, hygiene articles and underwear, compensation of 50% of the price new is paid.

D. For property that does not appear in the table below, the value of the item before damage or loss is the cost of replacement less a deduction for age and use. The deduction for age and use is ten per cent per year starting one year after the date of purchase, although not more than seventy per cent.

E. For precious metal, genuine pearls and gemstones, 100% of the value of equivalent property is paid. The highest amount of compensation is however SEK 10,000.

An excess of SEK 1,500 per claim is always deducted from the amount of compensation.

Compensation as a percentage of current price/value:

Item	Age					
	0-1 year	1-2 years	2-3 years	3-4 years	3-4 years	5-6 years
Spectacles	100	60	50	40	20	20
Clocks/watches	100	85	75	65	55	40
Cycles	100	85	65	55	45	40
Skiing and golf equipment	100	85	65	50	40	20
Cds, DVD discs, DVD films, 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 players	100	75	65	50	40	30
GPS	100	60	55	40	30	20
Mobile telephones	100	60	55	40	30	20
Computers	100	60	55	40	30	20

Clothing, shoes, boots, travel bags	100	60	50	40	30	20
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Technical equipment purchased on blocket.se, tradera.se or similar websites is compensated up to a maximum of SEK 2,000. Receipts or bank statements as proof of purchase must always be attached to the notification of claim.

## 2.5 Liability cover

If the insured receives a claim for damages because of an incident that has occurred during the insurance period, Kammarkollegiet undertakes to do the following for the insured:

- investigate whether liability exists,
- negotiate with the other party,
- 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 and
- pay the damages the insured is liable to pay in accordance with applicable liability law, although only up to a maximum of SEK 3,000,000.

The insurance does not cover:

- 1. claims for damages against the insured as the owner, user or driver of a motor vehicle, boat or aircraft,
- 2. claims that are covered by an employer's principal liability and
- 3. claims that arise as a result of the insured committing an offence for which, under Swedish law, imprisonment is a possible sanction.

The insurance does however apply to claims for damages from someone other than the vehicle owner or hirer against the insured as the driver of a hired or borrowed vehicle, to the extent that the claim is not covered by applicable motor vehicle or corresponding insurance.

### 2.5.1 Note

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

The insurance also covers claims for damages that are directed against the insured in the relationship between the insured as tenant and a landlord.

### 2.5.2 Instructions

Kammarkollegiet is not bound by the insured having undertaken in advance to compensate for any damage, admit liability for damages or approve claims for compensation. If any claim is made, the insured must refer to the insurance with Kammarkollegiet. The insured should note the names, addresses and telephone numbers of witnesses and others who can provide information about what has occurred.

### 2.5.3 Legal expenses cover

If the insured, as a private individual, claims damages from anyone because of an event that has occurred during the insurance period, the insured's reasonable legal costs will be compensated if these cannot be paid by the other party or another. As appropriate, any legal costs that the insured is ordered by a court to pay to the other party are compensated.

The insured shall as a first course engage a Swedish lawyer as legal representative. In the case of a foreign dispute, the insured shall engage a legal representative as determined by Kammarkollegiet.

The claim must exceed SEK 15,000.

The highest amount of compensation is SEK 200,000.

## 3 Insurance claim

Insurance claims shall be submitted on a special form, which is found on Kammarkollegiet's website [www.kammarkollegiet.se](http://www.kammarkollegiet.se). Claims shall be signed by both the insured and the authority. The person requesting compensation shall also do the following:

1. in the event of theft or assault, attach proof of reporting issued by the police in the place where the claim arose
2. submit a specified claim for compensation and attach original receipts and other verifications
3. if other insurance applies for the same claim, advise Kammarkollegiet of this and
4. if Kammarkollegiet so requests, attach information and provide doctor's certificates and other documents that Kammarkollegiet needs to adjust the claim, as well as assisting so that damaged property can be inspected.

## 4 General terms and conditions

### 4.1 Other insurance

With the exception of lump sum payments for disability or death, the insurance only compensates damage or costs to the extent that these cannot be covered by other insurance, ordinance or law.

### 4.2 Limitation

The right to compensation ceases three years after the date of the event if no notification has previously been received by Kammarkollegiet. In the case of liability cover, the date of the event is deemed to be the date on which a claim was made against the insured. In other cases, the date of the event is the date of the event that is the basis for the insurance claim.

### 4.3 Reclaiming

To the extent that Kammarkollegiet has paid compensation in a claim, Kammarkollegiet assumes the insured's rights in respect of others who are liable for the damage.

### 4.4 Application

If there are differences between the terms and conditions in Swedish and in English the Swedish applies.