

FEE-PAYING STUDENTS (FAS)

Terms and conditions 2018



KAMMARKOLLEGIET

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1 Scope, definitions and deductible

1.1 Who does the insurance apply to?

When a university or college has obtained this insurance as a group insurance, it applies to all students who have been accepted for and are undertaking further education at the university or college and who pay tuition fees for this. The insurance also covers students who have been granted a scholarship and who pay a tuition fee.

1.2 Where and when does the insurance apply?

The insurance applies 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. It also applies during direct travel between the home country and Sweden.

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.

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 care within a few days. 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 abroad or where care is needed as quickly as possible, such as with stomach ache or fever.

1.3.2 Emergency dental care

Care that 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. Emergency dental health 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 Cohabitant partner

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

1.3.8 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.

1.3.9 End of study

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

1.4 Deductible

The insurance has no deductible.

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 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 reimburse 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 compensated 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 reimbursed.

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, reimbursement 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 medical 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 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 reimburse 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 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:

1. investigate whether liability exists,
2. negotiate with the other party,
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 and
4. 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.

2.4.1 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.

2.4.2 Instruction

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 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. 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 conditions

4.1 Other insurance

With the exception of lump sum payments for disability or death, the insurance only compensates damage or expenses 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.