

URA Insurance

Terms and Conditions of Insurance, 1 July 2011



KAMMARKOLLEGIET

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1. Take out insurance, scope, definitions and deductibles

1.1 Execution

This insurance policy can be taken out by any State authority that wishes to provide insurance cover for personnel stationed abroad according to the *Agreement on overseas contracts and guidelines for employment conditions for service abroad (URA)*. **The definitions established in this agreement are applied within this insurance policy.** This policy can be taken out either as a group insurance policy or as individual insurance for named individuals.

If the State authority chooses to take out a **group insurance policy**, the authority concerned must, before every insurance period (normally 12 months), submit information to Kammarkollegiet regarding the estimated number of insured person days during the period concerning both employees stationed abroad and their accompanying family members. The insurance will then cover all the authority's employees stationed abroad, all the accompanying family members of such employees and all non-accompanying family members who visit the employee in the country of stationing. The premium for the period shall be paid in advance according to invoice.

When taking out an **individual insurance policy**, the State authority concerned shall state:

- names and Swedish personal identification numbers of the individuals to be covered, (children who have reached the age of 19 are not covered);
- the insurance period;
- the location of stationing abroad
- invoice address and invoice reference.

For each such order, the authority shall receive a confirmation of insurance and an invoice for the premium which shall be calculated based on the number of insured person days. If, when the order is submitted, information is not available as to if or when non-

accompanying family members are planning to undertake visits, insurance cover for these individuals must be arranged separately.

1.2 Scope

This policy shall apply throughout the world including Sweden. It shall also apply in war zones.

The **group insurance policy** applies to insurance for the *employee* during his/her entire period of service, from departure from the place of accommodation in the town where travel to take up duties begins to arrival at the place of accommodation in the town where return travel ends after that period of service. This applies during the same period for *accompanying family members* with the following exceptions:

- This insurance is not valid during the period when the family member has not yet commenced his/her outward travel or during the period after the family member's final home journey.
- It does not apply during travel to and from, and sojourn in, a third country, which does not immediately border on the country of stationing, when the employee does not accompany the family member on this travel or is not currently in the country in question.
- The insurance covers accompanying children who due to schooling are in a third country, on the condition that the employer reimburses their schooling costs (or would have paid if the school had had fees).
- The insurance also covers accompanying children over the age of 19 who attend upper secondary school or the equivalent for which the employer pays an educational grant (or would have paid if the school had had fees). However, the insurance is valid until no later than the child's 21st birthday.

The insurance is valid for *non-accompanying family members* who visit the employee in the country of stationing, from departure from place of accommodation in the town where travel for the visit begins until return to the place of accommodation in the town where travel for the visit ends, on the condition that the employer has paid travel costs for the travel in question.

For an individual insurance policy, insurance cover is provided for the period stated in the insurance confirmation from Kammarkollegiet.

1.3 Definitions

This insurance policy applies the definitions stated in URA – Agreement on overseas contracts and guidelines for employment conditions for service abroad.

Accompanying family member

“Accompanying family member” means an accompanying spouse/cohabitant and such children under the age of 19 for whom the employee has a duty to support. A registered partner in accordance with the Registered Partnership Act (1994:1117) is equated with a spouse.

Non-accompanying family member

“Non-accompanying family member” means a spouse/cohabitant and such children under the age of 19 for whom the employee has a duty to support. A registered partner in accordance with the Registered Partnership Act (1994:1117) is equated with a spouse.

Cohabitant

“Cohabitant” is as defined in the Swedish Cohabitees Act (2003:376).

Statutory base amount

“Statutory base amount” means the price base amount as defined in the Social Insurance Code (2010:110).

Emergency dental care

“Emergency dental care” carries the same meaning as the term “immediate dental care” in Section 6 of the Dental Care Act (1985:125). Treatment by a dentist in order to become free of pain and infection and to provisionally fill in any gaps that have arisen. Not expected to cover longer periods.

Emergency medical care

“Emergency medical care” carries the same meaning as the term “immediate medical care” in Section 4 of the Health and Medical Services Act (1982:763).

Acute illness

Suddenly occurring and relatively short-lived medical complaint that may require immediate treatment.

Chronic illness

Prolonged medical condition or illness for which care and/or treatment is planned. Chronic conditions too can deteriorate and become acute, and the requisite treatment then becomes emergency treatment.

Care planned in advance

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

Accident

“Accident” means bodily injury caused by an unintentional and sudden occurrence involving external force against the body. Stress or wear-and-

tear injuries are not considered as accidents. The same applies to heart attacks, cerebral haemorrhages and suchlike, 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. If the illness or injury should not emerge until after the insured period, the issue of whether the illness or injury is to be assumed to have affected the traveller during the insured period will be based on the opinion of a medical expert.

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

Close family member

“Close family member” includes:

- Spouse
- Registered partner
- Cohabitant
- Children
- Siblings
- Parents
- Parents-in-law¹
- Maternal/paternal grandparents of accompanying children

¹ Parents of spouse, registered partner or cohabitant as referred to in the above.

1.4 Deductibles

No deductibles shall apply to this insurance.

2. Insurance cover

2.1 Personal injury insurance

In the event of a personal injury which the insured received during the insurance period, compensation is paid for personal injury in accordance with Chapter 5, Sections 1 and 2 of the Tort Liability Act (1972:207) as if liability in damages had been established. Regarding compensation for loss of income, the regulations for calculating life annuity data in Chapter 41, Sections 8-18 of the Social Insurance Code (2010:110) are applied.

Compensation for personal injury in connection with assaults will be paid in the event that the insured does not, within a period that is reasonable in view of the nature of the injury and the need for compensation, receive compensation from the assailant, the assailant's insurance company or other source, although no later than three years after notification to Kammarkollegiet. If the insured has been negligent, the compensation may be reduced. "Insult compensation" is not paid.

Instructions

In the case of serious illness, extensive personal injury, admission to a hospital, need for home transport or other active assistance in the case of injury abroad, contact Falck Global Assistance.

Tel: +46 8 587 717 49

Fax: +46 8 505 939 13

E-mail: fga@se.falck.com

Instructions regarding assaults

Assaults shall be reported immediately to the local police authority. The insured must produce evidence of such a report. If Kammarkollegiet so requests, the insured shall file a claim for damages against the assailant. Kammarkollegiet will then be responsible vis-à-vis the insured for all costs that are not compensated by another party.

The insured must exercise normal caution, i.e. avoid, if possible, dangerous places and situations and otherwise do that which may reasonably be demanded in order to avoid being the victim of an assault. In the case of negligence, the compensation will usually be reduced by one half, if circumstances do not show that the negligence was minor or of minor significance to the insured event. If the negligence has been particularly gross, compensation may be completely withheld. The same applies if the insured 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 Disability and Death Benefits

In the case of accidents that lead to medical disability, the disability benefit will be determined by the degree of the medical disability. Upon medical disability of 100 per cent, the benefit is 22 times the statutory base amount. The benefit is calculated using the statutory base amount for the year in which the disability is established. The amount is paid as soon as the definitive degree of disability has been determined. If it has not been possible so to determine within a year from the accident, a preliminary amount will be paid on the basis of the lowest degree of permanent disability that the accident is deemed to cause. Final settlement will be made once the definitive degree of disability has been determined. If this has not been possible to determine within three years following the accident, a final settlement, according to the assessed definitive degree of disability at such time, will be made. Any overpayment in the preliminary amount will not be required to be repaid.

If an accident leads to death within three years, a death benefit will be paid.

In the event that the traveller has not drawn up a special designation of beneficiary/beneficiaries with regard to the insurance policy, the traveller's beneficiaries shall be spouse, registered partner or cohabitant, and children under 20 years of age, or, in the absence of family members as specified here, the deceased's legal heirs.

If one of the surviving parties is a spouse, registered partner or cohabitant, or at least one of the beneficiaries is the traveller's child under 20 years of age, the benefit is 11 times the statutory base amount.

If both a spouse, registered partner or cohabitant and children under 20 of age are among the surviving parties, the benefit is 22 times the statutory base amount.

In other cases, the benefit is 6 times the statutory base amount.

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.

In the case that the spouse, registered partner or cohabitant and children are the beneficiaries, half of the sum insured shall be payable to the spouse, registered partner or cohabitant and the remainder to the direct heirs of the deceased.

If proceedings for divorce or dissolution of a registered partnership were in progress at the time of death, the spouse or registered partner is not regarded as a beneficiary.

If the person who as a traveller may be covered by this insurance, wishes to name beneficiaries other than those indicated above, a special designation of beneficiary/beneficiaries must be drawn up. The aforementioned amounts, depending on who is among the surviving parties, may be distributed as indicated by the traveller in the designation of beneficiary/beneficiaries. Forms for this purpose are available from Kammarkollegiet. The completed designation shall be delivered to Kammarkollegiet without delay for safe-keeping.

2.3 Visits by close family members

In the event of the insured's life-threatening injury or illness, reasonable costs will be reimbursed for travel and lodging for *one* close family member in connection with a visit. The same shall apply for a visit to attend a funeral conducted abroad. Illness or death must be verified by a doctor's certificate or death certificate.

2.4 Travel to visit close family members

In the event of illness or death of a close family member, the insurance compensates costs corresponding to *one* two-way trip to Sweden for *one* family member. Illness or death must be verified by a doctor's certificate or death certificate.

2.5 Medical care, dental care and home transport cover

The insurance reimburses necessary and reasonable costs for **emergency** medical care or dental care **abroad** when the insured, during the stay abroad, suffered an illness or an accident. 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 also pays the cost of treatment for dental injuries sustained via accidents in Sweden. Compensation is paid in accordance with the provisions described in the following.

Medical care

The insurance reimburses necessary and reasonable costs for emergency medical care abroad. Costs for medical examinations, vaccinations or care arranged in advance are not reimbursed.

Limitation

In the case of pregnancy, costs are paid for care abroad in connection with delivery, miscarriage or other serious complications up to the end of the 28th week of pregnancy. Other costs for care in connection with pregnancy or delivery are not reimbursed.

Dental care

The insurance reimburses necessary and reasonable costs for emergency dental care abroad.

If a dental injury is sustained via an accident, the insurance also reimburses necessary and reasonable costs for continued treatment of the dental injury in Sweden, for no more than three years from the date of injury, **unless the cost can be reimbursed through another source**. Both treatment and cost must be notified to Kammarkollegiet in advance for approval.

If a dental injury is an occupational injury, it shall be determined firstly whether dental costs may be reimbursed via the Swedish Social Insurance Agency. Kammarkollegiet shall thereafter examine whether reimbursement for the dental injury shall be made in accordance with this section.

Limitation

In the event of dental injury sustained in conjunction with chewing or biting, the only costs reimbursed are those for any emergency treatment carried out abroad.

As far as implant treatments or veneers are concerned, the insurance only reimburses costs if the treatment is of such kind for which costs are reimbursed under the Swedish national dental insurance system.

The insurance only pays for *one* permanent course of treatment.

Home transport

The insurance reimburses necessary and reasonable additional costs incurred for home transport of the traveller to Sweden if he/she has suffered a serious illness or extensive personal injury abroad. The insurance also covers the costs for home transport to Sweden of a deceased.

Notes

Sweden currently has agreements regarding medical care benefits with the Nordic countries, with other EU countries and with a number of Convention countries.

A person who is planning to travel to an EU country or to another Convention country should take **a certificate from the Swedish Social Insurance Agency** which proves that he/she is covered by the Swedish social insurance system, so that he/she is certain to receive medical care in accordance with the EU rules or the Convention, i.e. cost free except for any patient fee.

Persons who are to travel to a non-Convention country, should bring a Medical Insurance Card, forms for which are provided by Kammarkollegiet. Certificates are issued by the State authority concerned. The certificate is intended to enable the traveller to obtain quick access to emergency medical care by allowing the medical institution to determine immediately that insurance cover is in place to cover the costs.

Instructions

In the case of serious illness, extensive personal injury, admission to a hospital, need for home transport or other active assistance in the case of injury abroad, contact Falck Global assistance.

Tel: + 46 8 587 717 49

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E-mail: fga@se.falck.com

If a person becomes ill on a temporary visit in another EU/EEA country or Switzerland, he or she shall submit an application to the Swedish Social Insurance Agency to determine whether reimbursement may be made for the healthcare provided. Receipts and other documentation concerning the healthcare shall be attached to the application.

Kammarkollegiet has the right to request that the traveller gives authorization to Kammarkollegiet that includes the right to apply for

reimbursement after the event for healthcare costs in another EU/EEA country and to receive such reimbursement on behalf of the traveller.

2.6 Baggage delay

In the case of more than two hours' delay of registered baggage in conjunction with **outbound journeys**, necessary and reasonable costs will be reimbursed up to a maximum of SEK 3,000. Outbound journey refers to departure from the country of stationing.

Instruction

The insured must provide evidence of the delay, issued by the transportation company. In the first instance, any liability of, undertaking by, or offers from, the transportation company shall be called upon and claimed against.

2.7 Liability cover

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

1. investigate whether any liability in damages exists;
2. negotiate with the other party;
3. represent the insured in proceedings before courts of law or arbitration and to pay the litigation or arbitration costs that the insured incurs or is ordered to pay and that 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 5,000,000.

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

1. claims in damages against the insured as owner, user, or driver of a motor-driven vehicle, a boat, or an aircraft;
2. claims in damages for which the State authority or other employer is primarily liable;
3. damage/loss that has occurred in connection with the perpetration by the insured of a criminal act that, according to Swedish law, is punishable by imprisonment.
4. claims in damages against the insured or accompanying family member that concerns some form of damage through wear or neglect of a hired or borrowed property.

However, the insurance does cover claims in damages from a third party other than the car rental company/car owner, against the insured as

driver of a rented or borrowed car abroad, provided that the claim is not covered by the car's third party liability insurance or other equivalent insurance.

Instructions

Kammarkollegiet shall not be bound by any undertaking by the insured in advance to compensate any loss, admit liability in damages, or approve compensation claims. Where claims are made, the insured shall 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.

2.8 Legal expenses cover

If as a private individual the insured claims damages from any party on the basis of an event that occurred during the insurance period and has a connection with the activity that caused the insurance policy to be taken out, any reasonable cost incurred by the insured for legal counsel shall be compensated if the costs cannot be obtained from the other party or any third party, or cannot be paid via legal aid. 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 shall, preferably, retain a Swedish attorney as counsel. In the event of a dispute abroad, the insured shall retain the services of counsel appointed by Kammarkollegiet.

The maximum compensation amount is SEK 200,000.

The legal expenses cover does not apply to disputes involving an amount lower than SEK 15,000.

3. Notification of damage/loss

Forms for the notification of damage/loss are available on the Kammarkollegiet website:
www.kammarkollegiet.se.

A notification of damage/loss must be signed by both the insured and State authority. In addition, the party requesting compensation shall:

1. in the event of assault, enclose proof, issued by the local police in the location where the loss occurred, that a report has been lodged;
2. in the event of delay of registered baggage, enclose proof issued by the transportation company;
3. submit detailed requests for compensation and enclose original receipts or other vouchers;
4. if the same damage/loss is covered by other insurance, inform Kammarkollegiet thereof;
5. at the request of Kammarkollegiet, provide information and submit medical certificates and other documents that Kammarkollegiet requires to adjust the claim.

Comments

In the event that contact is made with Falck Global Assistance due to damage/loss, the notification of damage/loss must **in all cases** be sent to Kammarkollegiet, even where the insured has no claims to make for compensation under the insurance. The same applies where the insured has received medical or dental treatment abroad and in such context has referred to this insurance or to Kammarkollegiet.

4. General terms and conditions

4.1 Reservation

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 through personal injury insurance (PSA or TFA), the Social Insurance Code or under other insurance, Ordinance or Act.

As stated in point 1.2, this insurance applies to the employee throughout their service, if it is a group insurance policy, or during the agreed insurance period if it is an individual insurance policy. This means that it also applies during business travel. Injury or costs during business travels are therefore reimbursed by the Swedish State Business Travel Insurance only when its reimbursement rules are more beneficial for the insured. In such cases, no reimbursement is paid from this insurance.

4.2 Limitations period

The right to compensation will cease three years after the date of the damage/loss if a claim has not been received by Kammarkollegiet prior to such date.

4.3 Disputes

Disputes may, at the request of the party claiming personal injury compensation, be referred to the Swedish National Claims Adjustment Board for comments. Kammarkollegiet undertakes to follow the recommendations of the Board.

4.4 Subrogation

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

4.5 Interpretation of terms

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