

## **TERMS AND CONDITIONS**

### Skier- and Bikers Insurance - SkiStar

Valid from September 1 2020



# Terms and Conditions

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Valid from 1 September 2020

Insurance provider for this insurance is: Europæiske Rejseforsikring, A/S, CVR no. 62 94 05 14 through Europeiska ERV Filial, hereinafter called Europeiska ERV. Org. no. 516410-9208 Super- visory authority is the Danish Finanstilsynet.

This is a translation from Swedish to English of the insurance conditions for "Skid- och cykelåkarförsäkring villkor gällande fr.o.m. 1 september 2020". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

### CONSIDER THIS WHEN YOU READ THE TERMS AND CONDITIONS:

1. The terms and conditions should be read together with the insurance policy/booking confirmation which together constitutes the insurance contract. If special conditions apply for your insurance, this will be stated in the insurance policy.
2. Limitations, exclusions and precautions/security directives are marked in grey.
3. All words in italics are defined at the end of the insurance conditions.

### GENERAL INFORMATION ON THE INSURANCE

The insurance covers all costs paid in the event of cancellation of *arrangements* with SkiStar if you are obliged to cancel your skiing or cycling holiday, as well as for new equipment in the event of theft or damage to equipment hired from SkiStar. It also includes accident insurance which covers medical disability, medical, dental and travel costs as well as death resulting from *an accident*.

### A. WHO CAN TAKE OUT INSURANCE

The person taking out the insurance must be at least 18 years old and must be permanently resident within the EU/EEA.

The insurance can be taken out by any person who hires equipment or purchases a SkiPass from SkiStar.

The policyholder is the person named in the hire contract, on the receipt or in the booking confirmation.

### B. WHAT CAN BE INSURED

When hiring equipment, the policy covers:

- Hired equipment such as skis, snowboards, cycles (*objects*)
- Ruined holiday
- Medical disability, medical, dental and travel costs as well as death resulting from *an accident*

On purchasing a SkiPass, the insurance covers:

- Ruined holiday
- Medical disability, medical, dental and travel costs as well as death resulting from *an accident*

### C. WHEN SHOULD THE INSURANCE BE TAKEN OUT

The insurance policy should be taken out and paid for during the booking process for the *arrangement* or, alternatively, in connection with the hire of equipment.

### D. WHEN THE INSURANCE APPLIES

When hiring equipment, the insurance applies during the period of the hire, according to the booking confirmation or the hire agreement.

When purchasing a SkiPass, the insurance applies during the length of stay at the *destination* shown on the booking confirmation or receipt.

## 1. SKIERS' INSURANCE/BIKERS' INSURANCE

### 1.1 What the insurance covers

The insurance covers the cost of damage to the insured *object* resulting from a sudden and unforeseen event. Damage also includes theft or loss. The policy covers the cost of new or equal-value *objects*.

### 1.2 Excess

#### 1.2.1 Skiers' insurance

For persons up to and including 17 years of age, the excess is SEK 300.

For adults (18 and upwards), the excess is SEK 700

#### 1.2.2 Bikers' insurance

For persons up to and including 17 years of age, the excess is SEK 1,000.

For adults (18 and upwards), the excess is SEK 3,000.

### 1.3 Limitations/Exclusions

The insurance does not cover:

- embezzlement, fraud or illegal disposal
- damage caused through gross negligence or intent.
- damage which can be compensated under guarantee or has been covered through another insurance policy.

If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced, based on what is reasonable, taking into consideration the conditions and circumstances in general.

### 1.4 Precautions/Security directives

The following precautions/security directives apply to the insurance:

- Insured *objects* must not be left unattended.
- Bicycles must be locked with a SSF approved cycle lock when they are left unwatched.

- Insured *objects* must not be stored outdoors at night in a car, roof box, on railings or in other unlocked storage area, "At night" means the time between 00.00 and 06.00.
- Ski equipment must not be used on closed or non-pisted trails/runs.
- Bicycles must not be used on unmarked routes/trails for cycling.

If you do not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

### 1.5 Actions to be taken in the event of damage

Contact SkiStar as soon as possible, via a service point at the *destination*. Enclose a copy of the hire agreement. For the theft of an *object*, a copy of the police report may also be required.

## 2. RUINED HOLIDAY

### 2.1 What the insurance covers

The insurance covers the cost of all or parts of a SkiPass, LiftPass, ski hire, cycle hire, ski school or cycle courses if you cannot participate in the *arrangement* which was the main purpose of the trip due to:

- you suffering an *acute illness* or *accident*
- you have to cancel or terminate your trip because you must go home

The insurance covers *the price of the arrangement per day* for the days of the holiday that have been ruined.

The circumstance causing the cancellation must have occurred after the insurance was taken out and paid for.

The insurance must not give rise to a profit, but will compensate only the financial loss suffered.

#### 2.1.1 Daily rates in case of acute illness or accident

The insurance covers daily rates if:

- you are hospitalised
- you cannot take part in the activity which was the main purpose.

It is a requirement that you have a doctor's certificate issued by a registered *doctor* at *the travel destination* which shows the diagnosis and the number of days in which you have not been able to carry out the activity which was the main purpose of the trip.

The compensation is calculated from and including the date on which you visited the *doctor* or were hospitalised.

#### 2.1.2 Daily rates in case of travel home

The insurance covers daily rates if you have to cut your stay at the *destination* short due to:

- Serious *acute illness* or *accident* which affects a *close relative* in your home country and which, for medical reasons, requires hospitalisation for at least three (3) days.
- Serious loss or damage occurring in your private residence or your own company's premises which, for financial reasons, requires your immediate presence, e.g. bankruptcy, major fire, break-in or water damage.

The compensation is calculated from and including the date on which you left *the destination* and began the journey home.

## 2.2 How the compensation is calculated

### 2.2.1 Daily rates

The originally planned travel period and *the price of the arrangement* are used to calculate the price per day of *the arrangement*.

The insurance covers the price per day of *the arrangement* based on the number of days of holiday which it can be confirmed were ruined.

The calculation is based on the number of days which *the arrangement* has been booked for.

### 2.3 Maximum compensation

The maximum compensation amount is the total amount for *the arrangement* cost.

### 2.4 Excess

The insurance applies without an excess.

## 2.5 Precautions/Security directives

- You must be able to confirm what the main purpose of your trip was with a certificate or similar from SkiStar.
- Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of bodily injury or unforeseen illness.

If you do not comply with the stated directives, this can lead to compensation being reduced or not paid at all.

## 2.6 Limitations/Exclusions

### 2.6.1 The insurance does not cover:

- Sunburn injuries as a result of too intensive sun exposure. Notwithstanding the above, compensation will however be provided if a *doctor*, according to a medical certificate, ordered you to completely avoid being in the sun.
- Bone fractures, sprains or ligament injuries in hands or fingers if they would not ruin the purpose of the trip.
- If compensation is being provided from another source.
- For ruined days of holiday after the originally planned travel period. Compensation can be paid only once per ruined day of holiday per insured person.

### 2.6.2 Compensation is not paid for daily rates:

- if symptoms were shown or treatment was already required in the last two (2) months preceding the date on which the insurance policy was taken out
- for sexually transmitted diseases
- for scheduled surgery and treatment and any subsequent complications
- if compensation can be received from elsewhere by law, statute, convention or damages
- if compensation has been received from other insurance or equivalent protection.

## 2.7 Documentation in the event of a claim

- Medical certificate, copy of medical record from the treating *doctor* or hospital providing treatment. Information on diagnosis, treatment and duration of the illness must be included.
- In the event of a fire, break-in etc., you must submit a copy of the police report, damage report or fire report.
- Travel documents which show the *travel destination*, travel date and the purpose of the trip.

## 3. ACCIDENT INSURANCE

### 3.1 What the insurance covers

Accident insurance covers medical disability, medical, dental and travel costs as well as death resulting from *accident*.

The insurance is valid for SkiStar's resorts at Sälen, Åre, Vemdalen, Hammarbybacken, Trysil, Hemsedal and St. Johann in Tyrol, 24 hours a day during the period of stay.

International visitors are covered if they are citizens of the EU, an EEA country or Switzerland, i.e. they have a European Health Insurance Card, EHIC.

The insurance does not cover *accidents* which occur outside the boundaries of SkiStar's resorts.

The insurance is not valid for travel by motor vehicle.

### 3.2 What is counted as accidental injury

"Accidental injury" means:

- Physical injury that the insured suffers involuntarily as a result of a sudden external event or external violence to the body.
- Rupture of the Achilles tendon and torsion stress to the knee.
- Injury arising through the use of medicinal preparations, procedures, treatment or examination. It applies only when the preparation is taken or the procedure, treatment or examination takes place as a result of accidental injury which is covered by this insurance policy.
- Infection resulting from tick bite, frostbite\*, heatstroke\* and sunstroke\*.

\*These physical injuries are regarded as having occurred on the day on which they appeared.

"Accidental injury" does not refer to:

- Accidental injury – or the consequences thereof – which occurred before the period of the insurance.
- Accidental injury resulting from overstrain, one-sided movement or repetitive strain injury.
- Infection by bacteria, virus or other infectious matter.
- Deterioration in the state of health if this deterioration, in the view of experienced medical practitioners, would probably have happened even if the accidental injury had not occurred.
- Injury arising from procedures, treatment or examination that was not occasioned by accidental injury covered by this insurance.
- From 18 years old and upwards: Injury arising from the insured carrying out or taking part in intentional criminal acts which could lead to imprisonment under Swedish law.

If a physical infirmity (illness, lesions, physical or psychological handicap) was present when the accidental injury occurred or if this occurred later unconnected with the accidental injury, the following applies:

- Where the physical infirmity can be assumed to have resulted in a worsening of the consequences of the injury, compensation is paid only for the consequences arising independently of the physical infirmity and due solely to the accidental injury.
- Special limitations apply also to the treatment costs of dental injuries.

Please note the following in particular:

As is explained above, there are four criteria (physical injury, involuntary, sudden, external event) which must be met for an accidental injury in the meaning of the insurance terms and conditions to exist. This can lead to the situation where events that would be described as *accidents* in everyday speech are not defined as *accidents* in these terms and conditions.

### 3.3 Medical disability

#### 3.3.1 What the insurance covers

The insurance pays out for permanent disability and death due to *an accident* which occurred during the trip.

#### 3.3.2 Disability

The degree of disability is ascertained when your condition has stabilised, which means that your state of health is no longer expected to improve or change significantly. An assessment of the definitive degree of disability shall be made within three (3) years of the *accident*, but may be deferred as long as necessary on the advice of experienced medical practitioners or with reference to the availability of the necessary rehabilitation facilities. Injuries and symptoms caused by *the accident*, and which can be objectively established form the basis for the assessment of the degree of disability. Compensation is paid at a proportion of the capital amount equivalent to the degree of disability.

Europeiska ERV calculates the medical disability in accordance with the table used across the insurance industry. The calculation is based on the Office of Tables which applied on the date of injury. The assessment is made independently of the effects of the injury on the ability to work or leisure interests.

Where a lost limb can be replaced by *prosthesis*, the degree of disability is assessed taking the function of the prosthesis into consideration.

For the compensation to be payable, it is a requirement that you are alive on the payment date.

#### 3.3.3 Death

The right to death benefit exists if the accidental injury leads to your death within three (3) years of the accident. If a one-off amount for disability has already been paid out for the same *accident* by Europeiska ERV or if there is an entitlement to such compensation but it has not yet been paid out, the death benefit shall be reduced by the amount of the disability benefit.

### 3.3.4 Beneficiary/Beneficiaries

Unless some other mandate has been notified to Europeiska ERV in writing, the beneficiary/beneficiaries is/are the deceased's spouse/cohabiting partner/registered partner and children or, where no such relative exists, the legal heirs.

### 3.3.5 The amount of benefit

The amount of benefit paid consists of that proportion of the insurance amount equivalent to the degree of disability. Where functional ability had already been impaired, the degree of medical disability is reduced to reflect this existing impairment.

The assessment is made independently of the extent to which the insured person's ability to work is impaired.

From the year in which the insured person reaches the age of 46, the disability benefit is reduced by 5 percentage units per year, to a minimum of SEK 200,000.

If the accidental injury is caused by a nuclear reaction, unconnected with military operations in which the insured person was employed, the insurance compensation is limited to a maximum of SEK 200,000 in total per insured person no matter whether the insured person is covered by insurance under multiple policies with Europeiska ERV.

### 3.3.6 The right to compensation

The right to disability benefit arises when the accidental injury led to permanent disability of the insured person's bodily function, and the condition is stable and not life-threatening. "Stable condition" means that the condition does not change either for the better or the worse.

In the event of medical disability, the right to disability benefit arises at the earliest 12 months after the date on which the accidental injury occurred.

If, when the state of disability occurred, the definitive medical degree of disability could not be ascertained, where possible, payment will be made to the insured person in advance. This will be equivalent to the medical disability which can be ascertained. When the final disability assessment is made, the amount paid out will be equivalent to the percentage increase in the degree of disability.

The compensation will be paid out to the insured person. If the insured person is a minor and the compensation on the date of pay-out exceeds one price base amount, the compensation will be paid into an account subject to a block by the Chief Guardian appointed by the Municipality.

If the insured dies before the entitlement to disability benefit commences, no disability benefit is paid. If the right to disability benefit has commenced, the amount paid out will be equivalent to the ascertained definitive medical disability assessed to have existed at the time of death.

### 3.3.7 Possibility of reassessment of compensation if the disability increases

If the accidental injury causes a significant deterioration in the insured person's bodily function after Europeiska ERV has taken a final decision on the insured person's entitlement to compensation related to the accidental injury, the insured person has the right, on the grounds of the new circumstances, to have the degree of disability reappraised.

#### Accident insurance, adult:

A reappraisal of medical disability will be permitted if the insured person, no later than within ten years from the date on which the accidental injury occurred, submits written notification of his or her wish for a reappraisal to Europeiska ERV, and, at the same time provides information which may give rise to a right to reappraisal.

#### Accident insurance, child:

The right to reappraisal of medical disability continues up until the insured person's 30th birthday. The insured person must submit a written request for a reappraisal to Europeiska ERV and, at the same time provide information which may give rise to a right to reappraisal.

### 3.3.8 Maximum amount of compensation

Maximum amount of compensation:

- in the event of disability, the maximum is SEK 300,000.
- in the event of death, the maximum is SEK 50,000.

### 3.3.9 Limitations/Exclusions

Under no circumstances can the calculated degree of disability exceed 100 %.

- a) An existing physical infirmity cannot lead to a higher degree of disability than if that physical infirmity had not existed.
- b) The insurance does not cover conditions that are due to illness, deformity or lesions. Where the physical infirmity can be assumed to have resulted in a worsening of the consequences of the injury, compensation is paid only for the consequences arising independently of the physical infirmity and due solely to the accidental injury.
- c) The insurance does not cover injury caused by infection by bacteria, virus or other infectious matter.

### 3.3.10 Precautions/Security directives

Alcohol, narcotics, sedatives or other intoxicants should not be used in such a way that you expose yourself to risk of injury, as this can lead to the compensation being reduced or withheld entirely.

### 3.3.11 Documentation in the event of a claim

- Information on the name and address of the *doctor*/hospital providing treatment at your *destination*.
- A copy of a doctor's certificate or medical notes concerning *the accident*.
- Police report, if available.
- Relevant healthcare information.
- Death certificate.
- Europeiska ERV may request that an autopsy is carried out and may also request to see the results.

### 3.4 Medical costs

In the event of an *accident*, compensation is paid for up to three (3) years from the date of the accident.

The insurance covers care in the public health service, and pays *necessary and reasonable costs* for:

- a) the cost of acute health care and emergency treatment for an *accident* which occurred during the trip.
- b) hospitalisation, food and other associated hospital services for an *accident* which occurred during the trip.
- c) Medicines prescribed by the *doctor* providing treatment.
- d) The insurance covers unexpected complications in pregnancy which occur before week 34 (33+6) of the pregnancy, including the treatment of a premature child.
- e) Transport by ambulance or similar to the nearest suitable medical facility if Europeiska ERV judges that such transport is essential and appropriate due to lack of the necessary treatment at the present medical facility.

#### 3.4.1 Limitations/Exclusions

- The *doctor* providing treatment at *the destination* must be registered, qualified and impartial.
- Europeiska ERV reserves the right to arrange transport back to your home country or to another hospital, including transfer to another country, for continued appropriate treatment.
- The cost of private medical care and treatment, as well as private surgery and the associated costs, are not covered by the insurance.
- The insurance does not cover medical costs once definitive medical disability benefit has been paid.

#### 3.4.2 Precautions/Security directives

- The first visit to the *doctor* must be made during the trip.
- If the costs – with the exception of emergency treatment – are estimated at above SEK 10,000, or in the event of repatriation, the costs must be approved in advance by Europeiska or by our emergency call centre.

#### 3.4.3 Documentation in the event of a claim

Medical records or doctor's certificate from the *doctor* providing treatment at *the destination* setting out the diagnosis, treatment and costs.

### 3.5 Local travel costs

The insurance covers *necessary and reasonable additional costs* for local travel costs associated with medical care and treatment. For travel in a private car, SEK 1.80 per kilometre will be paid.

#### 3.5.1 Limitations/Exclusions

The insurance does not cover:

- Travel costs once definitive medical disability benefit has been paid.
- Travel costs to and from private medical care.
- Travel by private car which has been lent without charge, is a company or service car or a fringe benefit car where no costs have arisen.

### 3.6 Dental accident

In the event of an accident requiring dental treatment during the trip, the insurance covers *essential and reasonable additional costs* for dental treatment. The treatment must have commenced while you are still at *the destination*, but can, if necessary, be completed at your hometown. It is required that *the dentist* is registered, qualified and impartial.

In the event of dental treatment due to an *accident* and where, according to *the dentist*, the treatment must be deferred; this can be approved if the treatment commences within three (3) years and has been concluded within five (5) years from the date of the accident. If the treatment has to be deferred on account of your age, it can be carried out before you are 25.

#### 3.6.1 The amount of benefit

In the event of treatment involving a single dental implant, the maximum compensation payable will be 50 % of the price base amount. In the event of dental bridge therapy, the maximum compensation payable will be 50 % of the price base amount per abutment, but with a maximum of one price base amount for the whole implant treatment.

The current price base amount at the pay-out date applies. Treatment and fee must be approved in advance by Europeiska ERV. For essential emergency treatment, however, reasonable costs will be covered even if it was not possible to obtain approval.

The insured person must locate a *dentist* without delay and report the injury. If the insured person is above the age of 19, the report must be accompanied by a completed enquiry form provided by Europeiska ERV.

If, on the date of the injury, there are lesions or other changes which are abnormal for the age of the insured person, compensation is paid only for the injury that may be assumed to have been the consequence if the lesion had not been present when the injury occurred.

Compensation is paid for damage to fixed dentures in accordance with the rules for damage to a natural tooth.

This also applies to removable dentures which were in place in the mouth when they were damaged

If the insurance has paid for final treatment of the dental injury, no further payment will be made under the insurance policy. Compensation may, however, be paid if deterioration has occurred which was not foreseeable at the time of final treatment and which is due to the accidental injury. This must take place within five years of the final treatment being carried out.

#### **For insured persons younger than 25, the following also applies:**

If final treatment must be deferred to a later date due to the age of the insured person, the cost of this deferred treatment will also be covered on condition that Europeiska ERV had taken the decision to approve the deferred treatment before the insured person's 25th birthday but not, however, beyond the age of 30.

### 3.6.2 Limitations/Exclusions

The insurance does not cover:

- chewing or biting injuries
- normal or routine treatment
- if, before the trip, your teeth were weakened by fillings, root fillings or dental disease in the teeth, gums or in the jaw. If you have not undergone regular dental check-ups or have not completed a course of treatment which was recommended by *the dentist*, Europeiska ERV has the right to refuse to pay compensation completely or partly.

### 3.6.3 Documentation in the event of a claim

Dental records from the *dentist* providing treatment at the *destination* or in your hometown if requested by Europeiska ERV.

## GENERAL TERMS AND CONDITIONS

Insurance cover, the obligation to pay any claim or the provision of any benefit or service shall be granted only insofar as and for as long as this does not conflict with economic, trade or financial sanctions or embargoes imposed by the European Union or by Sweden that are directly applicable to the contracting parties.

### General exclusions

The insurance does not cover costs which – irrespective of your state of mind or mental soundness – are related to, caused by or arose as a direct or indirect consequence of:

- a) A criminal act by you, your beneficiary/beneficiaries or legal heirs.
- b) Wilful acts, gross negligence or omission of the insured person.
- c) Active participation in war, riot or similar.
- d) Strike, lock-out, arrest, commandeering or other action by the authorities unless this is stated in the terms and conditions of the individual insurance policy.
- e) Nuclear process or nuclear reaction, nuclear fission, ionising radiation, radiation from radioactive fuel or waste, or chemical or biological substances.
- f) Cases where you reject or disregard instructions from Europeiska ERV.
- g) In the event of travel to countries/regions for which the Swedish Ministry of Foreign Affairs has issued a travel warning. The insurance will, however, continue to apply for up to 14 days if you are already in the affected country or region when the travel warning is issued, provided that you leave the region/are evacuated at the first possible opportunity, after which insurance cover will cease in the region concerned.
- h) Costs that can be compensated from another source according to law, ordinance, convention or damages.
- i) Costs that have been compensated from another insurance.
- j) Injury which could have been foreseen before departure.

### Governing law and court of competent jurisdiction

Unless otherwise stated, these terms and conditions are governed by the Swedish Insurance Contracts Act (SFS 2005:104). Disputes in relation to this insurance contract with Europeiska ERV shall be settled under Swedish law by a Swedish court.

### Double insurance

The insurance does not cover costs or claims which have already been settled by another insurance company or credit card company. Each insurance company is, however, liable towards you as if the insurance company was solely liable for the claim. The insurer has right of recourse, and the amount of liability will be allocated among the insurance companies in proportion to their respective amounts of liability.

When you make a claim, you are obliged to inform us of any insurance policies which have been taken out with other insurance providers and/or if you have paid for the trip using a debit or credit card which includes insurance cover.

### Recourse and recovery of compensation

To the extent that you have received compensation under this insurance policy, Europeiska ERV joins in your right as the insured person in relation to third parties. The term "third parties" refers to private companies or public authorities/agencies in Sweden or abroad who are, or may become, liable to pay compensation or a proportion of the amount of compensation in connection with the settlement of a claim under this insurance.

### Reporting damage and payment of compensation

In the event of damage to hired equipment, you must contact SkiStar as soon as possible, via the service point at the *destination*. The documents which must be enclosed with the report are listed under 1.5 above.

In the event of a claim for Ruined holiday or *Accident*, you must report the damage/injury as soon as possible by completing a report form on our website: [www.erv.se](http://www.erv.se). If you cannot fill in your damage report online, you can contact Europeiska ERV to order a form. The documents which must be enclosed with the claim are listed under 2.7 and 3.3.11 above.

Europeiska ERV will pay the compensation no later than one month from the date on which you reported the event and provided us with the information/documentation needed to settle the claim.

### Limitations

If you do not submit a damage report in accordance with the above, this may lead to compensation being reduced or not paid at all.

### Right of withdrawal

Under the provisions of the Distance Contracts And Off-Premises Contracts Act (SFS 2005:59), the following applies:

For insurance policies with a period of insurance longer than one (1) month, you have the right of withdrawal from the purchase of the insurance within 14 days from the date on which you entered into the contract. The deadline is counted from the date on which the insurance contract is entered into, i.e. when you received the insurance policy and the terms and conditions of the insurance. If you want to exercise your right of withdrawal, you must inform Europeiska ERV of this in writing before the deadline. If you decide to exercise your right of withdrawal, Europeiska ERV is entitled to request that you pay a proportional premium for the period during which the insurance was valid.

### Causing an insured event

If the insured person has intentionally caused an insurance event, Europeiska ERV is freed from liability.

If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced, based on what is reasonable, taking into consideration the conditions and circumstances in general. This applies even when the damage can be regarded as resulting from the insured being under the influence of alcohol, other intoxicant, sleeping pills, narcotic preparations or through the incorrect use of medication.

The same applies if the insured must otherwise be assumed to have acted or failed to act in the knowledge that this involved a significant risk of the damage occurring.

This limitation does not apply if the insured person was under 18 years old or seriously psychologically disturbed. The normal reduction is 25 %. This deduction may be increased in more serious cases, up to the point where no compensation at all will be paid. The deduction may be reduced if it would be unreasonably large or if there are mitigating circumstances.

### Incorrect information

It is essential that all information, including information on health, which is submitted to Europeiska ERV is complete and correct. If information is withheld or if incorrect answers are provided to questions which may be important for Europeiska ERV to settle claims, compensation may be reduced or withheld entirely.

### Personal data processing and disclosure of personal data

Europeiska ERV respects your personal privacy and makes every effort to achieve a high level of security in all processing of personal data. We use your personal data only for the purposes stated when you provide your personal data to us. Your personal data is stored only for as long as necessary to enable us to fulfil our obligations towards you, as our customer.

Europeiska ERV discloses your personal data to third parties only if we have your consent to do so or if we are required to do so by law. Every customer who has entered into a contract with Europeiska ERV can request to have, free of charge, an extract from the register showing the information we have saved on him or her. You are free to contact us at any time to change your data if, for example, you no longer wish to receive news and other information.

You have the right to request in writing to have the personal data on you which is stored by Europeiska ERV deleted. However, we cannot delete any personal data which we are required to retain by law. If we have information which we are required to retain by law, we will inform you of the reason why we cannot delete this information.

You can send such a request to:  
Europeiska ERV, Dataskyddsombudet, Box 1,  
SE-172 13 Sundbyberg.

Corrections of Swedish civil registration numbers can be sent to the same address as above.

In the event of a claim, Europeiska ERV is permitted, if necessary, to disclose information which has been provided by you as the insured person to Europeiska ERV's service office and partners.

In addition, Europeiska ERV has the right to request information on your state of health and treatment from *doctors* and hospitals you have received treatment from. Europeiska ERV can request that you sign a power of attorney which gives Europeiska ERV the right to examine your medical records and other information.

### Complaints

If you are not satisfied with our service or the handling of your claim, please contact the person who handled your case. If you are still not satisfied, you should send a written complaint to Europeiska ERV's Customer Ombudsman:

#### Europeiska ERVs Kundombudsman

[kundambassaden@erv.se](mailto:kundambassaden@erv.se)  
[www.erv.se](http://www.erv.se)

If you are not satisfied with Europeiska ERV's handling of your complaint, you can contact the following bodies outside Europeiska ERV:

#### The National Board for Consumer Disputes.

(Allmänna Reklamationsnämnden)

The Board hears complaints from private individuals, including on insurance issues. The proceedings are free of charge.

Address: Box 174,  
SE-101 23 Stockholm

Telephone: +46 (0) 8 508 860 00

### **The Swedish Consumers' Insurance Bureau**

(Konsumenternas Försäkringsbyrå)

The Bureau is run jointly by the insurance companies, Finansinspektionen [the Swedish Financial Supervisory Authority] and Konsumentverket [the Swedish Consumer Agency]. The Bureau's remit is to provide free advice and help on various insurance cases to private individuals (consumers) as well as to some business people.

Address: Box 24215 (Karlavägen 108)

SE-104 51 STOCKHOLM

Telephone: +46 (0) 200 22 58 00

### **Court of general jurisdiction**

Even if your case has been reviewed by any of the above-mentioned bodies, you can take your case to a court of law. You can obtain help with the costs of legal proceedings either through:

- legal expenses insurance or
- public legal aid, which provides a grant for legal costs after a means test.

### **Transfer of compensation claim**

No one has the right to pledge or transfer a right accruing to them under the insurance policy without obtaining written consent in advance from Europeiska ERV.

## **DEFINITIONS**

**Accidents** are physical injuries which affect you involuntarily as a result of a sudden external event, i.e. violence to the body originating externally.

**Acute illness and accident** is a sudden and unexpected significant deterioration in the current state of health.

**Additional costs** are costs which you must pay solely as a result of compensable damage. If the costs would have been paid even if the damage had not occurred, the costs are not counted as *additional costs*.

**A dentist** is a medical professional specialising in dental problems or dental surgery.

**Close relatives** are spouses, cohabiting partners, registered partners, children, stepchildren, foster children, siblings, parents, stepparents, grandparents, parents-in-law, grandchildren, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law. The parents and siblings of cohabiting partners and registered partners are on a par with parents-in-law, brothers-in-law and sisters-in-law in these terms and conditions.

**Necessary and reasonable costs** are necessary costs which Europeiska ERV, taking account of the circumstances involved, could reasonably expect to be normal and customary.

**Objects** are equipment hired from SkiStar.

**Prostheses** are artificial body parts, including dentures and dental plates.

**The arrangement** may consist of all or parts of a SkiPass, LiftPass, ski hire, cycle hire, ski school or cycle courses which are offered to the general public by SkiStar and which have a price in accordance with an established price list. The items included will be shown on the booking confirmation or receipt.

**The destination** is the destination of the trip.

**The doctor**, unless otherwise specified in these terms and conditions, is the doctor who provided the treatment. He or she must be qualified to carry out the work, must be impartial and must possess a medical degree.

**The price of the arrangement per day** is non-refundable expenses for the arrangement divided by the originally planned number of travel days of the trip (both the day on which the outward journey is made and the day on which you return home are calculated as whole days, irrespective of the time of the outward travel or return journey). It is a condition that other tourist services are booked and paid for prior to the outward journey