

Terms and Conditions for Travel Insurance Smart

Valid from 1 October 2014

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This is a translation from Swedish to English of the insurance conditions "Reseförsäkring Smart – gällande fr o m 1 oktober 2014". In the event of a dispute regarding the content and interpretation of these terms and conditions, the original Swedish wording shall always prevail.

A. SECURITY DIRECTIVES, STANDARDS OF CARE, DEFINITIONS AND GENERAL INFORMATION ON THE INSURANCE

For this insurance, stated under the relevant items - certain safety directives, standards of care, exceptions and limitations apply. We want you to be aware of them before you travel. If you do not comply with the directives, this can lead to the compensation being reduced or not being paid at all.

A.1 Definitions used in these terms and conditions

Accidental injury refers to physical injury involuntarily befalling the traveller as a result of a sudden external event, i.e. an assault on the body originating externally. Bodily injury arising as a result of frostbite, heat stroke or sunstroke is ranked in the same category as accidental injury. The day on which such injury manifested itself is to be regarded as the time of the accidental injury.

Acts of terrorism refers to organised acts of violence directed at the civilian population with the purpose of creating fear and seriously destabilising or destroying the fundamental political, constitutional, economical or social structures in a country.

Close relative refers to a spouse/partner/registered partner, children, stepchildren, siblings, parents, stepparents, grandparents, parents-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law or a person who is registered at the same address as the insured. The parents and siblings of partners and registered partners, in these terms and conditions, are to be placed on par with parents-in-law, brother-in-law and sister-in-law.

Doctor, if nothing else is stated in these terms and conditions, refers to the doctor providing treatment at the destination, who must be certificated and impartial.

Leakage refers to damage from fluids or steam that has unexpectedly flowed out of the mains system for water, heating or sewage.

Luggage is your private property, including property you have rented or borrowed, which is taken on the trip for your personal use.

Luggage is divided into:

- Money (current coins and banknotes)
- Travel tickets
- Travel documents (passports, driving licenses, ski lift card and green fees)
- Valuable/theft-prone property
- Other private property

Theft-prone property refers to the objects listed below, if the value of a single object with any accessories exceeds 1000 SEK:

- objects made partly or entirely of precious metal, real pearls and/or precious stones
- antiques and works of art, hand-woven rugs and carpets, pocket and wrist watches, furs and fur coats
- devices/equipment/instruments (also accessories and software for such property) for the production, storage, processing, transmission and reproduction of sound, text, figures or images
- musical instruments
- weapons.

Especially valuable property refers to property of the same type that, without being theft-prone, fetches a total price exceeding 10,000 SEK.

Medical disability refers to the impairment of physical and/or mental functions ascertained irrespective of the insured's occupation and working conditions or leisure interests. Medical disability is also deemed to include permanent aches and pains, loss of an internal organ or sensory organ.

Natural catastrophe refers to a sudden and unforeseen external natural event of major extent, which the local authority considers to be a catastrophic situation, at or near to the traveller's destination.

The Nordic Countries refers to Sweden, Norway, Denmark, Finland, Iceland and the Faeroe Islands.

Partner refers here to any person with whom the traveller is cohabiting under conditions resembling marriage and who is registered at the same address. In order to count as a partner, neither of the parties may be married or registered as being in a partnership with someone else.

Public transportation refers to trains, flights, buses or boats in regular service as well as taxis, i.e. means of travel that are intended to be used for public passenger traffic.

Safety directive. Safety directive is intended to mean a directive about certain determined ways of acting, or arrangements that are dedicated to preventing or limiting damage or certain determined qualifications with the insured.

Travel day refers to each day started. A day is taken to be from 00.00 hours to 24.00 hours.

Traveller refers to the person who has purchased Europeiska ERV's Travel Smart Insurance and who is covered by these terms and conditions.

Travelling companion refers to someone who together with the traveller has ordered the trip and purchased Travel Insurance Smart.

A.2 For whom the insurance applies

The insurance can be taken out by persons that are resident in Sweden. Unless otherwise has been agreed with Europeiska ERV the insurance only applies for persons who have not reached the age of 70 before the departure and are named on the insurance certificate or travel certificate.

The insurance only covers individuals who are Nordic residents and are registered in a Nordic social insurance at the time the insurance is taken out.

The terms and conditions stated for Sweden below are also valid for each one of the other Nordic countries, if the traveller is a resident there.

A.3 Where the insurance applies

The geographical scope of the validity of the insurance is set out in the insurance certificate or travel certificate. However the insurance does not apply in areas where the Swedish Ministry of Foreign Affairs has issued a travel warning.

A.4. When the insurance is valid

The period of validity of the insurance is set out in the insurance certificate or travel certificate. It must be purchased for the entire length of the journey, however no more than 365 days, and must be paid for before departure in order for the insurance to be valid.

The insurance can also be purchased in connection with the expiry of the travel protection in the householder' comprehensive insurance, but only if it is purchased for the entire remaining period of travel and before the travel protection included in the householder' comprehensive insurance has ceased to be valid, if nothing else has been agreed in advance with Europeiska ERV.

The insurance starts to apply from the time the journey starts, if nothing else has been agreed in advance with Europeiska ERV. The journey starts when you leave your home or equivalent and ceases when you return to one of those places.

If, as a result of an event where compensation is awardable, you are forced to remain at the destination longer than expected, you can extend the period of validity. Contact Europeiska ERV to obtain an extension. The insurance is not extended automatically.

A.5 Excess

Normally, the insurance applies without excess, with the exception for item G, Legal Expenses Coverage. However, the insurance is optionally available with an excess of 1,000 SEK per claim. If excess has been chosen, this is set out in the insurance certificate. For the item G Legal Expenses Coverage, an excess of 20 % of the costs always applies, however, with a minimum of 1,000 SEK.

A.6 Scope and maximum amount of compensation

The maximum amount of compensation that can be paid per insurance item.	
B. Costs associated with acute illness and accidents - Medical care and treatment in the event of acute illness/accident, for up to 60 days and 3 years respectively - Temporary treatment of emergency dental problems - Local travel costs associated with medical care and treatment - For travel with own car - Additional expenses for food and lodging for up to 60 days - Travel cost in the case of serious illness for two close relatives - Travel home/Repatriation - Burial at the location	Necessary and reasonable expenses 5,000 SEK Necessary and reasonable expenses 1.80 SEK per kilometre Necessary and reasonable expenses Necessary and reasonable expenses Necessary and reasonable expenses 25,000 SEK
C. Disability and death compensation in the event of an accident Accidents that lead to disability Accidents that lead to death Technical aids in the event of disablement	400,000 SEK 25,000 SEK 25,000 SEK
D. Interruption of travel In the event of a close relative's illness/accident at home or significant damage to property at home - Additional expenses for travel and/or hotel costs - For travel with own car	25,000 SEK 1.80 SEK per kilometre
E. Luggage coverage (Optional choice plus) - Money - Travel tickets and travel documents - Personal property - Additional costs	2,000 SEK/person (5,000 SEK per family) 10,000 SEK 25,000 SEK 2,000 SEK
F. Personal liability coverage For you as a private person in the event of personal injury and/or material damage.	5,000,000 SEK
G. Legal expenses coverage For you as a private individual in the event of a dispute	Compensation is paid up to 80% of the cost, max 100,000 SEK
H. Personal assault coverage For you as a private individual	500,000 SEK
I. Crisis therapy In the event, for example, of robbery, natural catastrophe, acts of terrorism or rape	10,000 SEK
J. Additional expenses In the event of acts of terrorism and natural catastrophe	10,000 SEK
Excess - optional choice	1,000 SEK However, for the item G Legal expenses coverage, an excess of 20 % of the costs always applies, with a minimum of 1,000 SEK
¹ Compensation is paid to the degree of disability's corresponding share of the amount. For travellers who have reached 65 years of age, the disability compensation is 100,000 SEK.	

B. ILLNESS AND ACCIDENTAL INJURY

B.1 This is what your insurance covers

Compensation is paid for necessary and reasonable costs where the insured becomes acutely ill, suffers accidental injury or emergency dental problems during the journey, according to the following:

- necessary medical care and treatment in the event of acute illness and accidental injury
- temporary treatment at the destination in the event of emergency dental problems
- prescribed medication
- a medical certificate requested by Europeiska ERV
- local travel costs in connection with care/treatment. For travel with your own car, compensation is paid at 1.80 SEK per kilometre
- additional costs for repatriation. Compensation is also paid for the additional cost for a close relative who took out the same insurance, or for another jointly insured person
- additional expenses for repatriation of the deceased or burial at the location
- additional expenses for board, lodging and travel home in the event of an extended stay as a consequence of illness/accidental injury, up to a period of 60 days
- treatment and technical aids that the doctor providing treatment prescribes for healing the injury/illness
- additional expense for travel, board and lodging for two close relatives in the event of the insured's death or life-threatening condition, up to a period of 60 days
- The maximum amount of compensation is set out in the insurance brochure and the table under A. 6.

B.2 However, keep this in mind

- In the event of acute illness, compensation is paid for up to 60 days from the day of the first visit to the doctor.
- In the event of accidental injury, compensation is paid for up to three years from the time of the accident. Injuries arising from chewing or biting are not considered to be accidental injuries.
- In the event of dental treatment due to accidental injury where, according to the dentist, the treatment must be postponed; this can be approved if the treatment starts within three years and has been concluded within five years from the time of the accident. If the treatment must be postponed due to the age of the insured, this can be carried out up to the time the insured reaches 25 years of age.
- Compensation is not paid for medical conditions where the symptoms were observed before the journey started. However, compensation is paid where that the medical condition, from a medical viewpoint, seriously deteriorated unexpectedly. The acute phase is considered to be over when the condition has been stabilised, even if treatment is continuing.
- If the costs - with exception for the emergency treatment - are estimated to exceed 10,000 SEK, or in the event of repatriation, the costs shall be authorised by Europeiska ERV/ Euro-Center Prag, in advance. However, the travel of relatives of an insured who has deceased or become seriously ill/suffered an accident must always be authorised in advance.
- After evaluation by Europeiska ERV's/Euro-Center Prag's doctor, Europeiska ERV is entitled to demand that the insured return to Sweden for continued treatment.
- All treatment must be prescribed by the doctor/dentist providing treatment at the location for the illness/accidental injury and it must be possible to verify the costs with receipts, medical certificates or equivalent original certificates.
- The first visit to the doctor / dentist must be made during the journey.
- Doctors/dentists who provide treatment and medical certificates shall be certificated and impartial.
- If the insured does not comply with the stated directives, this can lead to the compensation being reduced or not paid at all.

Special regulations apply in the event of war, aviation accidents and radiation injury. See item K.

B.3 You do not receive compensation for

Compensation is not paid for costs

- incurred because a ship or an aeroplane had to alter its timetable due to the insured's injury or acute illness
- for accidental injury or acute illness that are determined to be caused by alcohol, other intoxicants, sedatives or narcotics
- for planned operations and treatments and any complications thereof
- that are linked with pregnancy and have arisen after week 32 of the pregnancy
- for preventive healthcare, vaccinations, pregnancy checks, normal dental care or orthodontics
- for stays at spas or health farms and associated travel
- caused by suicide or attempted suicide
- for repatriation or other travel that is only due to the insured's fear/worry about infection

- that can be indemnified from another source according to law, other statute, convention or damages
- that has been indemnified by another insurance
- injuries that the insured suffers while participating in sports, athletics, adventure, expedition-like or other similarly hazardous activities that are not to be considered as exercise and leisure activities in normal scope and intensity
- where the insured was advised not to start the journey by a doctor
- that are due to loss of income.

C. DISABILITY AND DEATH COMPENSATION

Accidental injury that leads to disability or death during the journey

C.1 This is what your insurance covers

- If during the journey, you suffer from accidental injury that leads to disability or death, compensation is paid for the disablement that is a consequence of the accident.
- Maximum amount of compensation/Disability capital
Capital amount between 0-64 years of age
In the event of disability, maximum 400,000 SEK
In the event of death 25,000 SEK

Capital amount after 65 years of age
In the event of invalidity, maximum 100,000 SEK
In the event of death 25,000 SEK
- In addition to the disability capital, compensation is paid for technical aids up to a maximum total of 25,000 SEK.

C. 1.2 However, keep in mind

- Accidental injury does not cover conditions that are due to illness, bodily defect or deformity, or pathological changes.
- Where the physical infirmity can be assumed to have resulted in a worsening of the consequences of the injury, compensation is only paid for the consequences arising independently of the physical infirmity and only due to the accidental injury.
- In the event of accidental injury during a flight, you receive compensation only if you have been a passenger on an aircraft of designated nationality in regular service or on charter. Passengers are considered to be only those persons on board who do not have a task related to the flight.
- Compensation for technical aids and other measures that a doctor prescribes to alleviate the disablement is paid for up to 3 years, on the condition that these cannot be indemnified from another source according to Law or specific statute. Europeiska ERV must authorise the payments/costs in advance.

C. 1.3 You do not receive compensation for

- Injury arising from bacteria, virus or other infectious matter.
- Injury arising from events caused by serious mental disturbance, the influence of alcohol, other intoxicants, sedatives or narcotics.
- Suicide or attempted suicide.
- Injuries that arose while you participated in sports, athletics, adventure, expedition-like or other similar hazardous activities that are not to be considered as exercise and leisure activities in normal scope and intensity.

C. 2 Disability compensation

- Compensation is paid for medical disability. Medical disability means a permanent reduction in physical and/or mental function as a result of injury. Medical disability is also deemed to include permanent aches and pains, loss of an internal organ or sensory organ.
- Assessment of the degree of disability is based on the injuries and symptoms that can objectively be established as being caused by the accident. The assessment is made independently of the injury's effect on working ability or leisure interests.
- Where a lost limb can be replaced by prosthesis, the degree of disability is assessed taking the prosthesis' function into consideration.
- Medical disability is calculated in accordance with a table used jointly by the insurance industry; "Grading of Medical Disability - 2004".
- Where the same accident has given rise to injuries to several body parts, the maximum compensation paid is based on a degree of disability of 100%.
- Compensation is paid with a proportion of the capital amount equivalent to the degree of disability.
- The disability capital paid constitutes a proportion of the capital amount for disability at the age you had attained at the time of the accident.

C. 2.1 The right to capital

- You are entitled to disability capital if the accidental injury results in disablement within three years of the accident, and at least 12 months have passed since the occurrence of the accident.

- As soon as the definitive degree of disability has been ascertained, the disability capital will be paid out.
- Ascertainment of the definitive degree of disability shall be made within three years of the accident, if possible, but may be deferred as long as necessary on the grounds of medical experience or with reference to the available rehabilitation facilities.
- You are entitled to compensation if the treatment has been fully completed and the definitive degree of disability can be ascertained with the first 12 months that have elapsed since the time of the accident.
- If death is brought about by the injury, a final settlement is made by paying a one-time amount that is equivalent to the ascertained medical disability that existed before death. If the insured dies before the entitlement to disability compensation commences, no disability compensation is paid.

C. 3 Compensation in the case of death

- The right to compensation in the case of death exists if the accidental injury brings about the death of the traveller within three years of the accident.
- Compensation is paid with the capital amount for death. If a one-time amount for disablement has already been paid out for the same accident by Europeiska ERV or if entitlement exists to such compensation but it has not yet been paid out, the compensation for death shall be reduced by the disability compensation.

C. 3.1 Beneficiary

- Unless some other provision has been notified to Europeiska ERV, the beneficiary is the deceased's spouse/partner/registered partner and children or, where no such relative exists, legal heirs.

D. INTERRUPTION OF TRAVEL

D.1 This is what your insurance covers

Compensation is paid for necessary and reasonable cost if you are forced to immediately discontinue your journey before the appointed time on account of:

- serious illness/serious accidents of a life-threatening nature or death that befalls you, close relatives at your place of domicile or that befalls a travelling companion who is on the same journey and who is covered by the same insurance
- serious damage or burglary that has occurred at the insured's private dwelling in Sweden that requires an immediate return home. (Serious damage or burglary means that the entire or significant part of the residence is affected, e.g. by fire or burglary with extensive damage or loss of property as a consequence.)

D.2 Compensation is paid for

- Additional expenses for travel and/or hotel costs.
- For travel with own car, compensation is paid at 1.80 SEK per kilometre.
- The maximum amount of compensation is set out in the insurance brochure and the table under A. 6.

D.3 However, consider this

- Before the travel starts, the journey home must be authorised by assistance company Euro-Center Prag or Europeiska ERV.
- The journey home must have started at least 48 hours before the originally planned and booked journey home.
- The journey home shall be by means of transport in regular service or by car.
- It must be possible to prove the cause for discontinuing the trip with requisite documentation.
- All costs/expenses must be supported by the original receipts.
- If you do not comply with the stated Safety Directives, this can lead to the compensation being reduced or not paid at all.

D.4 You do not receive compensation for

Compensation is not paid for costs

- that can be indemnified from another source according to law, convention or damages
- that are indemnified from another source.

E. LUGGAGE COVERAGE (PLUS SUPPLEMENT)

THIS ITEM IS ONLY VALID FOR THOSE WHO HAVE CHOSEN PLUS SUPPLEMENT

E.1 This is what your insurance covers

- Compensation is paid for enumerated damage to the insured's property, including rented or borrowed, that is taken along on the journey for the purposes of the journey. The insurance is also valid for gifts that are bought during the journey.
- Compensation is paid for damage or loss of luggage that you take along on the journey and that is lost or destroyed as a consequence of theft, vandalism, transport, traffic accident, fire, leakage or natural catastrophe.

- Compensation is paid for the following property and additional costs:
 - money
 - travel documents
 - theft-prone property
 - other personal property
 - verified necessary and reasonable additional costs that are incurred as a direct consequence of a claim that provides grounds for compensation, e.g. costs for blocking charge /bank/credit cards, travel costs for making a report to the police or similar.
- the maximum amount of compensation is set out in the insurance brochure and the table under A. 6.

E.2 However, consider this

- Depending on the circumstance in the individual case, compensation can be paid in the form of cash, in accordance with the rules for valuation above, for new or secondhand property or the repair costs. Europeiska ERV decides the form of compensation as well as where any purchase or repair shall be done.
- Property that Europeiska ERV has reimbursed belongs to Europeiska ERV. If the object for which compensation has been paid turns up again, the insured shall make this available to Europeiska ERV or repay the compensation awarded.
- The insurance does not apply for property which, before departure from the residence, or in connection with the return home, the insured leaves in a car, for a time longer than what is normal for prompt loading or unloading.
- In the event of theft, burglary, loss and robbery, the insured shall make a report to the police at the place where the loss occurred. The original police report must be enclosed with the claim to Europeiska ERV.
- In the event of a loss that has occurred at a hotel or in transit, the loss shall also be reported to the hotel or transport company, respectively. The original notification must be sent together with the claim to Europeiska ERV.
- Claims shall be reported to Europeiska ERV as soon as possible.
- In order to obtain full compensation, the insured must be prudent with his or her property and handle it so that theft and damage are prevented as far as possible. For example, it is of importance if the property is theft prone, fragile, especially valuable or of such a character that it appears natural to keep it under special supervision.
- Forgetfulness means that the standards of care have not been fulfilled and it can lead to reduced compensation.

E.2.1 The standards of care mean that

- means of transport and temporary dwellings must not be left unlocked or with windows open. Temporary dwelling, for example, refers to apartment, hotel room, passenger cabin and similar
- money, travel documents and theft-prone property must be locked inside a suitcase, cupboard, drawer, or suchlike when the insured leaves the temporary dwelling, i.e. double locked.
- especially valuable property must not be left unattended in motorised vehicles
- especially valuable property, where possible, shall be checked in separately
- bottles and other containers with liquid contents must not be placed in luggage that is checked in for transit.
- If the safety directives or the standards of care are not fulfilled, the compensation is reduced. The size of the deduction depends on the circumstances, including the type of negligence and its significance for the claim as well as the value of the property.
- In the event of gross negligence, the compensation is reduced markedly and in exceptional cases may be forfeited altogether.
- Money that is lost or destroyed due to theft, vandalism, transport, traffic accident, fire, leakage or natural catastrophe is indemnified by a maximum of 2,000 SEK per person and a maximum of 5,000 SEK per family.
- Mobile telephones and sunglasses respectively, are indemnified by a maximum of 1,000 SEK per claim.
- Skis and snowboards respectively, are indemnified by a maximum of 3,000 SEK per claim.
- Compensation for commercially available recorded CDs and DVDs is paid at the current value; however max 90 SEK per disc.

E.2.2 This is our property is valued and replaced

- Compensation is paid for direct financial loss, equivalent to the replacement price directly before the insurance claim. Among other things, this means that when property is damaged or lost, the compensation is affected by the object's age, wear, modernity and usability.

E.2.3 Valuation rules	
Types of property	Compensation is paid for
<ul style="list-style-type: none"> • Books, antiques, works of art, hand-woven mats and carpets, collection or objects of value to a collector • Theft-prone property (e.g. computers and computer equipment) 	The cost for buying, in the open market, property of equal value in the state in which it was at the time of the claim event = Market value.
<ul style="list-style-type: none"> • Photographs, film, disks, tape recordings and hobby work 	The cost of replacing the raw material.
<ul style="list-style-type: none"> • Other property (e.g. clothes, bags etc.) 	On the condition that the property is not older than two years, it is classified as new and compensation is paid at what it would cost in the open market to buy new property of equal value = New value. If the replacement purchase is not made within six months, compensation is paid at 70% of what it would cost to purchase new property of equal value = New value. If the object is older than two years, depreciation of 20% per year is deducted from the purchase price. The deduction never exceeds 80% if the property was in working order at the time of the claim.
<ul style="list-style-type: none"> • Glasses 	For glasses, no deduction is made for the first two years. Starting from and including year three, depreciation is made at 20 % per year. However, the depreciation never exceeds 80% of the purchase price of the glasses.
<ul style="list-style-type: none"> • Consumption articles, such as toilet articles, perfumes, aftershave lotion and similar 	50 % of what it costs to purchase new property of equal value

E.2.2.1 The following, for instance, do not count as direct financial loss

- sentimental value
- loss of earnings
- the value of your own work spent on photographs, film, tape recordings, computer programs, models or suchlike or the value of your own work spent after the claim
- losses that can be incurred as a consequence of using bank/credit cards, telephone/SIM cards or similar, checks, bills of exchange and the use of accounts, irrespective of whether this can be considered to have occurred legally or illegally.

E.3 You do not receive compensation for

The insurance is not valid for

- theft-prone property must not be left unattended in motorised vehicles or stored in luggage that is checked in or transported by another away from the insured's supervision
- goods intended for sale or processing, collection of samples, samples of goods, demonstration examples, present advertising or suchlike
- stamps, coins and banknotes with value to a collector, manuscripts, drawings or travel documents
- animals
- motorised vehicles, caravans or other towed vehicles
- steam boat, motor boat, water scooter or sailing boat
- hovercraft, hydro copter, aircraft, balloon, parachute, wind glider, hang glider or similar craft.

Nor does the insurance apply for parts or equipment for the above-mentioned vehicles and crafts.

Compensation is not paid for

- superficial damage, such as dents, scratches or suchlike that have no significant effect on the usability

- money and travel documents that
 - are left unattended in motorised vehicles
 - handed in for transport or checked in or taken care of by another, away from the insured's supervision
- theft-prone property and especially valuable property that is left unattended in motorised vehicles parked overnight. (Parking overnight refers to the time between 20:00 – 08:00)
- costs that can be indemnified from another source according to law, other statute, convention, insurance or damages.

F. PERSONAL LIABILITY COVERAGE

F.1 This is what your insurance covers

- Compensation is paid when someone requires the insured as a private individual to pay damages for personal injury or property damage that the insured has caused to another person during the journey.
- Compensation is paid in the event of personal injury and property damage, as well as financial damage that is a direct consequence of personal injury and property damage that provide grounds for compensation.

Standards of care

If you have given rise to the claim through gross negligence, the compensation can be reduced. Rules on the reduction can be found in the section General Terms and Conditions.

If compensation is demanded from the insured for a claim that may be covered by the insurance, Europeiska ERV undertakes on behalf of the insured to

- investigate whether there is a liability to pay damages
- negotiate with the party demanding damages
- represent the insured in legal or arbitration proceedings and in that connection pay court costs and arbitration expenses that the insured incurs or is instructed to pay and which cannot be obtained from the opposite or another party
- pay the damages the insured is liable to pay pursuant to the current damages law
- the maximum compensation amount for each claim is set out in the insurance brochure and the table under A. 6 and it applies in total for personal injury and/or property damage.

The compensation amount constitutes an upper limit for compensation for each claim, even if several of the insured are liable for damages.

If several claims have arisen at the same time and from the same cause, this is considered as one claim.

If the insured is liable for damages for personal injury with respect to an individual who is domiciled in Sweden, the compensation amount is limited to reasonable compensation for personal injury according to Swedish law.

F.2 However, keep this in mind

F.2.1 Notification of a claim

Damages that can result in compensation claims against Europeiska ERV must be reported to Europeiska ERV as soon as possible.

Where a claim for damages has been presented to the insured, the demand for compensation shall be presented to Europeiska ERV immediately thereafter.

F.2.2 Duty to provide information

It is the insured's duty to provide Europeiska ERV, without delay, documents and other information that can be of importance for settling the claim. If the insured, with fraudulent intent, withholds or conceals anything of importance for the assessment of the claim, this insurance is not valid.

F.2.3 Salvage measures

The insured, to the best of his or her abilities, shall take actions to avert damage that can be feared to be imminent or to limit damage that has already occurred. Among other things, this means that

- it is the insured's duty to limit the effects of events that can lead to liability for damages
- the insured shall assist in preserving any right to recovery against a third party
- that the Safety Directives promulgated by Europeiska ERV shall be followed.

F.2.4 Summons and representative

If the insured is summoned to appear in court or it comes to his or her knowledge that this will happen, this shall be reported immediately, whereon Europeiska ERV will appoint a representative.

If the insured does not observe these duties, a judgement on liability to pay damages cannot be referred to Europeiska ERV, and compensation for legal costs or arbitration costs will not be paid.

F.2.5 Amicable settlement

If the insured, without Europeiska ERV's consent, admits liability for damages, approves a claim for damages, or pays compensation, Europeiska ERV is freed from responsibility, unless the demand was clearly legally based.

The insured - if Europeiska ERV so wishes - is obliged to assist in reaching an amicable settlement with the party who suffered the injury. If Europeiska ERV has declared itself willing to reach an amicable settlement with the party claiming damages, Europeiska ERV is freed from the obligation to take responsibility for costs and damages that are incurred thereafter or to undertake further investigation.

F.2.6 Penalty interest

Europeiska ERV does not pay the interest that is due to the insured's delay in completing what he or she is obliged to do according to these Safety Directives.

F.3 You do not receive compensation for

The personal liability coverage is not valid for

- pure financial losses, i.e. financial loss that has been incurred without associated personal injury or material damage
- claims that the insured has assumed liability for over and above the current damage laws
- damage that the insured has caused to a close relative
- damage that the insured has inflicted on someone else who is covered by this insurance
- damage to property that the insured has rented, leased, borrowed, processed, repaired or in another way has had more than casual dealings with

Note: However, damage that the insured causes to hotel rooms or other rented dwelling as well as the effects therein is indemnified, on the condition that this cannot be indemnified by another insurance company. Compensation is never paid for damages arising due to wear and tear, negligence or due to intentional action
- damage for which the insured may be held liable as the owner of real-estate or an apartment or as the holder of leasehold
- damage for which the insured may be held liable as the owner, user or driver of
 - a) a motorised vehicle when the damage occurred as a consequence of traffic involving the vehicle.

Note: This exception does not refer to electrically-powered wheelchairs.
 - b) a steam, motor, or sailing boat, water scooter, hovercraft or hydro copter

Note: The insurance shall cover personal injury, however, if the vessel is fitted with an outboard motor of at most 10 HP (7.36 kW) or with a sail area of at most 10 m².
 - c) aircraft, balloon, parachute, wind glider, hang glider or similar craft
- damage that has arisen in connection with the insured committing a wilful act that can lead to imprisonment according to current legislation
- damage that the insured has caused in connection with the performance of his or her profession or service or other gainful activities
- such nuclear damage for which the insured may be held liable according to the Nuclear Liability Act or equivalent foreign legislation
- damage which, directly or indirectly occurs or the extent of which is caused by or is linked with war, warlike events, civil war, revolution, uprising or riots
- costs that arise because a ship or an aeroplane must alter its planned route due to the insured's claim.

G. LEGAL EXPENSES COVERAGE

G.1 This is what your insurance covers

- Compensation is paid for necessary and reasonable representation and court costs as a consequence of disputes, for which the insured cannot obtain payment from public funds or from the opposite party.
- The legal expenses coverage applies for disputes that occur during the journey.
- The insurance applies for the insured as a private individual.
- The maximum amount of compensation for each claim/dispute is set out in the insurance brochure and the table under A. 6.
- If several disputes arise, these shall count as one dispute if the disputes are based on essentially the same event or circumstances.
- A single dispute is deemed to exist if the insured, and any other insured party, represent the same side of a dispute.

Compensation is paid

G.1.1 In the event of dispute without court proceedings

- Compensation is paid for the insured's own costs for representation in the event of a dispute which can be tried at the county court or equivalent court/panel or which, after trial in such a court, can be tried by the appeal court of the Swedish Supreme Court or equivalent court(s) abroad.
- The insurance also applies for disputes handled through arbitration procedures.

G.1.2 In the event of dispute with court proceedings

- Compensation is paid for legal costs in disputes - both the insured's own costs and such costs he/she may be instructed to pay after the dispute has been tried at one of the courts stated above.
- Compensation is also paid for legal costs that are incurred in the event of a settlement during legal proceedings, which the insured has undertaken to pay the opposite party, on the condition that it is evident that the court would have instructed the insured to pay legal costs amounting to a greater sum if the dispute had been tried.

G.1.3 The following costs are indemnified

Compensation is paid for the costs listed below, if the insured cannot secure their payment by the opposite party or the state. One of the implications of this is that Europeiska ERV does not pay if the insured relinquishes, in or out of court, his possibilities of receiving indemnification from the opposing party.

Compensation is paid for

- representative's fee and costs. A fee is paid for reasonable time taken
- investigating costs prior to the legal action, provided that the report has been commissioned by the insured's representative
- legal costs that the insured has been ordered to pay the opposing party or the state after the dispute has been tried by a court or arbitrator
- legal costs which the insured has undertaken to pay the opposite party in connection with mediation during legal proceedings, on the condition that it is evident that the court would have instructed the insured to pay legal costs amounting to a greater sum if the dispute had been tried
- costs for arguing the case in court and in arbitration proceedings
- handling costs in court.

Note: Where Europeiska ERV has paid compensation according to the above, Europeiska ERV takes over the insured's right to demand compensation from the opposing party, government agency or other. The insured shall assist in preserving any right to recovery.

G.2 However, keep in mind

If the insured does not entrust a representative according to what is set out below, the insurance does not apply.

In the case of a dispute that can be assumed to be tried according to chapter 1 § 3d first paragraph of the Code of Judicial Procedure (so-called small cases), however, it is not necessary to entrust a representative.

Choice of representative

In order for compensation to be paid, the insured must engage a representative who is appropriate with consideration to the insured's domicile, the location where the dispute will be tried as well as the nature and extent of the dispute and

- who is a member of a national Bar Association (barrister) or another lawyer who is employed by a barrister or a public lawyer's office, or
- who has been appointed as counsel according to the Legal Aid Act in the dispute, or
- who can show that, at some time during the last three years, he has been appointed as counsel according to the Legal Aid Act in a dispute of similar nature and is still appropriate as such counsel, or
- in another way has shown that he is specifically suitable for the commission.

In Sweden, the assessment of the representative's suitability according to point c) or d) is done by the Swedish Insurance Federation's Legal Protection Board.

The insured and Europeiska ERV have the right to ask the Swedish Bar Association, or equivalent foreign association, to arbitrate with respect to the barrister's fee and costs.

A condition for the insured to be permitted to engage a representative according to c) and d) is that the representative has undertaken, in the event of dispute, to accept the legal protection board's assessment of his fee and other costs in the case.

In a dispute that is handled abroad, the representative must be approved by Europeiska ERV.

Excess

Legal expenses coverage applies with an excess of 20 % of the costs, however, with a minimum of 1,000 SEK.

G. 3 You do not receive compensation for

Europeiska ERV does compensate costs associated with criminal cases, or costs for disputes that can be heard only by administrative courts.

G.3.1 Excluded disputes

The insurance is not valid for disputes

- that are connected with employment or the performance of the insured's occupation or other gainful activities
- that concern family law
- that concern financial measures that are of an unusual nature or extent for a private individual
- that concern the provision of surety
- that concerns claims or demands that have been transferred to the insured
- that concerns the insured in his capacity as owner, user or driver of a motorised vehicle, caravan or other towed vehicles, aircraft, steam boat, motor boat sail boat or water scooter.

NOTE: However, the legal protection does apply for the insured in his capacity as driver or user motorised vehicle, caravan or other towed vehicles, motor boat or sail boat that the insured temporarily rents or borrows outside the Nordic countries.

- that concerns damages or another claim due to a deed performed by the insured that has given rise to suspicion or indictment for a crime that requires intent in order for it to be a punishable offence.

- if the insured cannot show that, he/she has a legitimate interest to have his/her case heard.

G.3.2 Excluded costs

The insurance does not pay compensation for

- own work, lost earnings, travel and subsistence or other costs for the insured
- execution of judgement, ruling or agreement
- additional costs arising if the insured engages several representatives or changes his representative
- costs for arbitrators.

If the insured is adjudged compensation in the form of damages that also cover the barrister costs, Europeiska ERV does not indemnify these costs.

H. PERSONAL ASSAULT COVERAGE IN THE EVENT OF PERSONAL INJURY

H.1 This is what your insurance covers

- Compensation is paid for personal injury that the insured in the capacity of a private individual suffers through assault or other intentional violence during the journey.
- The insured must be able to show that he/she was not under the influence of alcohol, sedatives, narcotics, other intoxicants or abused medicine or doping preparations, or be able to demonstrate that there is no link between such influence and the injury.
- The compensation is calculated according to Swedish damages law, in accordance with the provisions in chapter 5 in the Damages Act.
- The maximum amount of compensation is set out in the insurance brochure and the table under A. 6. Several injuries are considered as one claim if they arose on the same occasion.

H.2. However, keep in mind

Injury that can result in compensation claims must be reported to Europeiska ERV as soon as possible.

In the event of injury, the insured must show:

- that he is entitled to damages
- that the party responsible is unknown or unable to pay damages.

Furthermore, the insured must file a police report at the scene of the injury and visit a hospital/doctor for treatment/assessment of the personal injury.

The police report, medical certificate/opinion shall be sent to Europeiska ERV, in the original.

If the injury leads to the prosecution of the party that caused the injury, the insured, if Europeiska ERV so requests, shall pursue the case for damages in the court, for which Europeiska ERV pays the legal costs.

H.3 You do not receive compensation for

H.3.1 Compensation is not paid for injury the insured suffers when:

- the insured has subjected himself to the risk of injury without due cause
- the insured, linked to the personal injury, was guilty of a wilful act that can result in fines or greater punishment under Swedish law.
- the insured was injured by a close relative or someone who is jointly insured
- the injury's occurrence or extent was directly or indirectly caused by or linked to war, warlike events, civil war, revolution, uprising or riots
- the insured is injured in the performance of his or her profession or service or other gainful activity.

H.3.2 Nor is compensation paid for damages

- that are only based on a confession
- that are based on transfer from the party that is directly entitled to compensation
- if the damages/indemnification for costs is paid by another party, e.g. the perpetrator, another insurance/insurance company or the state/municipality.

I. CRISIS THERAPY

I.1. This is what your insurance covers

- Compensation is paid for crisis therapy for the insured who is directly subjected to burglary, robbery, assault, natural catastrophe, act of terrorism or rape during the journey.
- The event must be reported to the police at the destination and police certification presented.
- The maximum amount of compensation is set out in the insurance brochure and the table under A. 6.

I.2 However, keep in mind

- If this insurance is purchased in combination with another insurance policy from Europeiska ERV, compensation for crisis therapy is only paid out from one insurance policy. Doubling or addition of compensation amount is not done.
- In order to take advantage of the right to crisis therapy, you must contact Europeiska ERV before the treatment is started.

I.3 You do not receive compensation for

- Compensation is not paid for crisis therapy for injuries inflicted by a close relative or someone who is jointly insured.

J. ADDITIONAL EXPENSES IN THE EVENT OF ACTS OF TERRORISM AND NATURAL CATASTROPHE

J.1 This is what your insurance covers

- If, due to acts of terrorism or natural catastrophe, you find yourself in a sudden and unforeseen emergency situation where there is an immediate danger to life and limb, compensation can be paid for necessary and reasonable costs for travel to a safer place and changed accommodation.
- The maximum compensation amount is 10,000 SEK per traveller.

J. 2 However, keep in mind

- It must be possible to confirm the event with relevant documents and the costs shall be verified by the original receipts.
- The event shall be immediately reported to Europeiska ERV or our assistance company Euro-Center Prag.

K. GENERAL TERMS AND CONDITIONS

K.1 The insurances period of validity and payment

The validity period is the time for which you purchased Europeiska ERV's Travel Insurance Smart.

The period starts when the journey begins, however, at the earliest midnight on the day stated on the insurance certificate or at the time that is evident from the circumstances and applies until the end of the insured period.

The insurance is only valid on the condition that you have paid prior to the start of the validity period.

If you purchase your Insurance on the starting date, it only applies from the time when you paid for it. Europeiska ERV's responsibility applies for events that occur during the validity period.

K.1.1 Renewal/extension

The insurance is not renewed or extended automatically.

K.2 Rescue obligation

When an insurance claim occurs, or can be feared to be imminent, you must take actions to the best of your abilities to prevent or reduce the damage and, if someone else is liable for damages, to preserve any rights to this that Europeiska ERV may have.

If you have intentionally neglected your responsibilities according to the first paragraph, the compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your case and other circumstances.

The same applies if you have neglected your responsibilities when you were aware that this meant a significant risk for damage or injury occurring, or have otherwise showed gross negligence.

K.3 Actions to be taken in the case of a claim

If you suffer injury or material damage, you must comply with the regulations stated in the terms and conditions.

- events shall be reported to Europeiska ERV as soon as possible.
- theft, robbery or assault must be reported to the police at the location where the claim occurred and the police report must be sent to Europeiska ERV
- events that occur during transit or at a hotel must be reported to the transport company or to the hotel
- you must provide specified demands for compensation and provide the information and documents, e.g. original purchase receipts, medical certificate from a certificated and impartial doctor, which Europeiska ERV need to handle the case
- it is your duty to inform Europeiska ERV if there is any other insurance that applies for the same event
- repairs may be carried out only after Europeiska ERV's approval. The choice of repairer, repair method and material must be approved by Europeiska ERV
- damaged objects are to be kept, so that Europeiska ERV can make an inspection.

You are not entitled to compensation greater than the value of the damage in question. If you do not fulfil your duties according to the above, the compensation can be reduced.

K.4 Payment of compensation

Europeiska ERV shall pay the compensation no later than one month from when you reported the event and provided the information needed in order to handle the case.

If you are entitled to a given amount, Europeiska ERV shall pay this as soon as possible. The amount is deducted from the final settlement.

For property that is repaired or purchased again, Europeiska ERV pays compensation when you have shown that the property has been repaired or replaced.

Should the payment be delayed longer than one month, for any reason, you will receive penalty interest according to the Interest Act.

If the delay is due to a police investigation or such valuations as stated in item K. 10, you are paid interest according to Riksbank's reference rate. Interest pursuant to these conditions is not paid if it is less than 100 SEK.

K.5 Reduction of compensation in the event of a claim

K.5.1 Causing an insured event

If you have intentionally brought about an insured event, compensation is not paid from the insurance as far as it concerns you. The same applies to the extent you have intentionally worsened the consequences of an insured event. If you have brought about an insured event through gross negligence or worsened its consequences, the compensation may be reduced as far as it concerns you, based on what is reasonable, taking into consideration your case and other circumstances. The same applies if you must otherwise be assumed to have acted or failed to act in the knowledge that this meant a significant risk for the injury or damage occurring.

K.5.2 Safety directives

If, in the event of an insured event, you have neglected to follow the safety directives set out in the insurance's terms and conditions or another statute that the conditions refer to, the compensation from the insurance can be reduced as far as it concerns you, based on what is reasonable with respect to the conditions associated with the injury or damages that have arisen, the intent or negligence that has occurred, and the circumstances in general.

Safety directive is intended to mean a directive about certain determined ways of acting or arrangements that are dedicated to preventing or limiting damage or certain determined qualifications with the insured, or his/her employees or other assistants.

K.5.3 When a reduction cannot take place

The compensation cannot be reduced according to this chapter due to

1. trivial carelessness
2. action of someone who was seriously mentally disturbed or was under twelve years of age, or
3. actions that were intended to prevent physical injury or damage to property in an emergency situation to the extent that the action was defensible

For the personal liability coverage, the provisions on reduction for injury or damage that is caused through gross negligence, or for personal injury and material damage that is made worse due to gross negligence, or where the security directives are broken, or where there is a breach of the duty to take relief measures with respect to the one suffering personal injury or material damage are not applied. If, according to any statute, you are not obliged to have personal liability coverage that covers claims, Europeiska ERV is liable to pay compensation only to the extent that you can not pay yourself.

RULES IN THE EVENT OF OTHER SPECIFIC CASES

K.6 Aviation accident

In the event of an accident during a flight, compensation is only paid if the insured was a passenger on an aircraft of designated nationality. Passengers are considered to be only such persons on board who do not have, or perform, a task related to the flight.

K.7 Supplier guarantee

The insurance does not apply for claims that a supplier or another is responsible according to law, guarantee or similar undertaking. However, Europeiska ERV's Travel Insurance Smart applies if you can show that the party that gave the undertaking cannot perform this.

K.8 War damage

The insurance does not cover claims that are linked to war, warlike events, civil war, revolution or insurrection. However, the insurance applies if you are staying in the affected area at the time of the disturbance and the claim arises within 14 days of the outbreak of the troubles. You may not participate in the war or act as a reporter or similar.

K.8.1 Damage to or loss of property in the event of war damage

Compensation for damage to or loss of property is paid at no higher than half of the applicable maximum amount. The same limitation applies if your property is confiscated, left behind or lost during evacuation or internment.

K.9 Nuclear damage

Compensation is not paid for claims where the damage is directly or indirectly caused by nuclear processes (nuclear reaction, e.g. fission, fusion or radioactive decay).

K.10 If we are not in agreement on the valuation of the property

If we cannot reach an agreement on the value of your property, the property is valued by an appraiser, chartered and appointed by a chamber of trade. The valuation shall take place in accordance with these conditions.

Your cost for the valuation is 500 SEK plus 10 % of the excess amount, however, no more than half of the appraiser's fee. Should the appraiser arrive at a greater amount than offered by Europeiska ERV, Europeiska ERV pays the entire valuation cost.

K.11 Limitation period

A person who wants to claim compensation, or any other insurance cover, must initiate action against Europeiska ERV within a period of ten years from the date when such circumstance in the insurance contract that entitles to insurance coverage occurred. If actions are not brought within that period, the right to insurance cover will be lost.

If the person who intends to claim for insurance cover has reported the claim to Europeiska ERV within the prescribed period, as specified in the first sentence, the period to initiate actions against Europeiska ERV is always at least six months from the date when Europeiska ERV declared that it has passed a final decision regarding compensation.

K.12 Force majeure

The insurance does not apply for losses that can arise if the investigation of the claim, repair measures or payment of the compensation is delayed due to war, warlike events, civil war, revolution or insurrection or due to natural catastrophe, official actions, strikes, lockouts, blockades of similar events.

K.13 Common exclusion

The insurance does not cover injury or damage arising from illegal actions by the insured party, his/her beneficiary or legal heir.

Insurance cover, liability to pay any claim or provision of any benefit or service shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or Sweden that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, North Korea or Syria, insofar as those are not in contradiction to European or Swedish legislative provisions

K.14 Double insurance

If the same interest has been insured against the same risk with several insurance companies, each insurance company is responsible to you as if the company alone had provided the insurance. However, the insured is not entitled to higher compensation in total from the companies than is equivalent to the injury or damage. If the total of the liability amounts exceeds the damage or injury, the liability is divided between the insurance companies based on the relationship between the liability amounts.

K.15 Right of recourse

Europeiska ERV assumes your right to claim damages, to the extent that this is covered by the insurance and has been indemnified by the company.

K.16 Other legislation

In general, the applicable sections of the Insurance Contracts Act SFS 2005:104 (FAL).

Your right to cancel

When you take out the insurance via a distance contract you have the right to cancel the purchase within fourteen (14) days of entering into the agreement. You must inform Europeiska ERV if you want to exercise your right to cancel. If you choose to exercise your right to cancel, Europeiska ERV is entitled to request that a premium be paid corresponding to the period for which the insurance was valid. You are not entitled to cancel if the distance contract relates to a policy with an agreed validity period of one (1) month or less. Chapter 3 of Swedish Act on Distance Contracts and Off-Premises Contracts (SFS 2005:59).

The Personal Data Act (1998:204), (PuL)

"The personal data that Europeiska ERV collects about you in connection with taking out our insurance and in connection with our settlement of claims is necessary in order for us to administer the insurance as well as to satisfy our contracted obligations and in general satisfy your wishes as a customer. We also have a certain duty to provide information to the authorities. This means that we must provide the information that the authorities request. You also have the right to request once a year, in writing and without cost, information from us about the information we have on you and how it is used. You can also notify Europeiska ERV in writing if you do not want your personal data to be processed for purposes that concern direct marketing."

The address is: Europeiska ERV, Personuppgiftsombudet, Box 1, 172 13 Sundbyberg. Requests for correction of personal ID numbers can be made to the same address.

CLAIMS

At the destination

If something happens while traveling, Europeiska ERV can often help you on the spot via Europeiska ERVs service Euro-Center. In the event of accident of illness abroad please contact Europeiska ERVs assistance company Euro-Center Prag, phone: +46 (0) 770 456 920.

You can also report a claim directly on www.erv.se via our service Claims Online.

After homecoming

Report your claim on www.erv.se via our service Claims Online. The claim form can also be ordered through our service on voice mail +46 (0) 770-456 900. In the folder enclosed with the form for the claim specifies the documents to be submitted with your application to us. Fill in all personal data and describe in detail what has happened and what claim of compensation you have.

Don't forget to sign the form and mail it to:

Europeiska ERV
P.O Box 1
172 13 Sundbyberg, Sweden.

Address: Löfström Allé 6 A, Sundbyberg,

Telephone: + 46 (0) 770-456 900, Fax: + 46 (0) 20 14 84, www.erv.se

If you need help with the claim form, contact the Europeiska ERV: privatskador@erv.se.

NOTE! Always refer to your insurance policy or travel document.

If you are not satisfied with our settlement of the claim

At Europeiska ERV, we want to provide you with personal service and good personal contact. If you should have a claim, we want your claim to receive fast treatment and for you to receive the compensation to which you are entitled according to the conditions.

If you are not satisfied with our claim settlement, your claim can be re-examined. Talk to the claims adjuster again. It may be that there has been a misunderstanding or new circumstances have come to light which may affect the case. If you are still not satisfied with the handling of your claim, you can request that your case is examined by Europeiska ERV's Customer Ombudsman. Our customer service can help you with contact details above.

Phone + 46 (0) 770 457 971 or visit www.erv.se.

ADVICE AND REAPPRAISAL OUTSIDE OF EUROPEISKA ERV

Appraiser

If you do not agree with our valuation of the damaged property, one of the parties can request the chamber of trade to appoint an appraiser to value the property (see K. 10).

Various insurance boards

Personal Insurance Board

The board, on the request of the insured, in the capacity of consumer advisor, gives opinions in disputes between the insured and insurance company concerning illness, accident and life insurance.

Address: Box 24067 (Karlavägen 108)

104 50 Stockholm

Telephone: + 46 (0) 522 787 20

Liability Insurance Personal Injury Board

Tries claim settlement issues concerning compensation due to personal injury within personal liability insurance that does not constitute traffic insurance.

Address: Box 24067 (Karlavägen 108)

104 50 Stockholm, Telephone: + 46 (0) 522 787 20

National Board for Consumer Complaints

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

Address: Box 174, 101 23 STOCKHOLM

Telephone: + 46 (0) 508 860 00

Public court

Even if you have your case heard by one of the above boards, you can turn to the courts. You can obtain help with the costs associated with legal proceedings either through:

- public legal aid, which provides a grant for legal costs after a means test
- legal expenses insurance. In many cases, the legal expenses coverage included in the insurance can be used

The Consumer's Insurance Bureau

The bureau is run jointly by the insurance companies, the Finance Inspectorate and the Consumer Agency. The office has the task of providing free advice and help on various insurance cases to private individuals (consumers) as well as to some business people.

Address: Box 24215 (Karlavägen 108)

104 51 STOCKHOLM

Telephone: +46 (0) 200-22 58 00