

Conditions of Insurance

Mobility Protect

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DUAL

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II. Introduction

Below you will find the benefits of Mobility Protect insurance. Please refer to the insurance conditions contained in this document for details of the individual benefits.

Information on the insured persons or groups of persons as well as information on the scope of benefits agreed with you and the agreed sums insured are documented in the Terms and Conditions.

You as the policyholder are our contractual partner. The insurer shall provide the contractually agreed benefits.

Contact information for emergencies or for filing a claim.

III. Glossary

The glossary serves as a reference work for key terms in terms and conditions. Key terms or definitions that are explained in the glossary are indicated in the text with a →.

Abroad

Every country outside of the national borders of the country in which the insured person has their usual →place of work and →place of residence.

Accident

Occurs if the insured person suffers involuntary damage to their health caused by a sudden external event (accident event). More details can be found in Part VI, Clause 2 of the Mobility Protect Accident Conditions.

Assistance benefits

Information, organization and agency services, but also financial benefits that are provided in connection with an insured event. Our assistance benefits are provided by a specialist service provider, which is available 24 hours a day, 365 days a year.

Business trip destination

Destination of the business trip.

Civil war

Armed conflict between different (political) groups within their own national borders. The Foreign Office or similar authority can be asked in which country civil war is being waged in the event of doubt.

Contract /Terms and Conditions

Document regarding the insurance contract in which the content of the insurance contract is set out. A contract particularly contains the agreed insured benefits and insured sums and defines the insurance conditions forming the basis of the contract.

Cosmetic surgery

Medical treatment carried out following the conclusion of the therapeutic treatment in order to correct any impairment to the external appearance of the insured person caused by the accident or to improve the external appearance of the insured person.

Disablement

Permanent impairment of the mental or physical capacity of the insured person as a result of an insured accident. More details can be found in Part V, Clause 2.1 of the Mobility Protect Accident Conditions.

Domestic worker

Person who has a permanent employment contract with a manager or director in one of the following roles: nanny, housekeeper, au-pair, butler, driver, tutor or personal trainer

Exclusions

Objective restrictions to insurance cover. Exclusions limit insurance cover for specific circumstances, e.g. persons, items, type of loss.

Expatriation and secondment periods

Occurs if the insured person:

- carries out a job which has been arranged on a long-term basis outside of their →home country
- works away for longer than 365 days or
- habitually works for longer than 120 days per year in one particular country in order to perform one particular job

Family member

Within the meaning of these Conditions of Insurance: spouse, children, parents, adoptive parents and adoptive children, foster parents and foster children, grandparents, siblings, grandchildren, parents-in-law, children-in-law and siblings-in-law.

Functional prosthesis

Aid to replace a missing upper or lower body extremity, e.g. prosthetic arm or leg.

Home country / country of residence

The national territory in which the insured person has their usual →place of work and →place of residence.

Hospital

Medical institution which is under constant medical administration, has adequate diagnostic and therapeutic facilities at its disposal, and works according to the commercial methods generally recognized in the country where the insured person is staying and keeps medical records.

Insured event

Event, the occurrence of which triggers the insurer's →obligation to provide benefit under an insurance contract, or with liability insurance, could result in liability claims against the insured person.

Insured person

Person in an employment relationship with the policyholder who undertakes business trips at the policyholder's costs and on the policyholder's instructions. Insurance cover exists for persons belonging to the groups specified in the policy.

Insurer / "we"

We provide Mobility Protect Insurance and are, in addition to the policyholder, the second party to the insurance contract.

Keys

Keys to the insured person's main or secondary residence and the keys to their private or company car.

Kidnap / Kidnapping

Criminal offence whereby the insured person is taken away to an involuntary location by force and is held there under duress.

Luggage

Luggage which the insured person carries, wears on their person or in their clothing or transport by a means of →public transport on a business trip for their own personal use or for carrying out their occupational activities. Luggage also includes presents and souvenirs.

Managers and directors (authorised representatives)

Within the meaning of these Conditions of Insurance, directors, managers, members of the board of directors and owners who are registered in the Register of Companies or in a similar register →abroad.

Medical emergency

Bodily injury suffered or a sudden and unforeseen illness contracted by the insured person during a business trip which necessitates immediate inpatient or outpatient treatment by a recognised doctor, which cannot be postponed until the return journey to the →place of residence.

Natural forces

Explosion, storm, hail, lightning strike, flood, high water, avalanche, volcano eruptions, earthquakes, landslides.

Obligations

Duties regarding conduct before, during and after an insured event which must be observed by both the policyholder and the insured person. Insurance cover is at risk if obligations are breached.

Piracy

Forcible takeover of command of a ship or aeroplane in order to force a change of course and / or in order to enforce a specific demand.

Place of residence

Place where the insured person permanently resides.

Place of work / workplace

Place where the insured person regularly performs their professional duties.

Policyholder / “you”

In addition to the insurer, the second party to the insurance contract concludes the Mobility Protect → Contract covering its employees.

Public transport

Air, land and sea vehicles licensed for transporting passengers and operated according to a published timetable, e.g. bus, aeroplane, ship, train. Public transport does not include means of transport operating sightseeing trips, hire cars, taxis, cruise ships.

Robbery

Use of violence against the insured person in order to obtain property carried on their person. Extortion, i.e. threatening violence so that property is given up, is also covered.

Spouse

A person to whom the insured person is married. A spouse is also deemed to be a partner with whom the insured person is cohabiting in the same household.

Terror attack / act of sabotage

Persons or groups of persons using violence and acting either alone or in connection with an organisation. These persons / groups pursue political, religious or ideological goals and, amongst other things, seek to influence governments and / or to incite fear amongst the population in order to achieve their goals.

Travel costs

Flight, travel and any rebooking costs within the meaning of these Conditions that are incurred when using a public means of transport.

Vandalism

Intentional acts that are usually aimed at the destruction or damage of private or public property (property damage), including bodily injury or animal cruelty.

War

Armed conflict between states, nations; major military conflict lasting for an extended period of time. The Foreign Office or a similar authority can be asked in which countries war is being waged in the event of doubt.

Without delay

Without any undue delay.

IV. General Terms and Conditions (T&C)

Our Mobility Protect insurance consists of different general and cover specific terms and conditions, which are the basis for the →Contract.

Scope of the insurance

1 Who is covered?

The insurance applies to

- the policyholder
- all employees
- board members
- elected representatives
- contracted interns

Spouses, cohabiting partners, registered partners and children accompanying the insured person on a trip may also be insured.

The policyholder has the sole right to enter into agreements with DUAL regarding changes to or termination of the insurance and to receive notice of termination of the insurance. The insured person is the owner of the insurance that applies to them.

The insured person must be permanently resident in a Nordic country (country of residence) and insured by the national insurance fund in their home country.

1.1 Exceptions

The insurance does not cover

- **persons who are permanently resident in a country outside the Nordic region**
- **persons whose main place of work is on ships, trains or aeroplanes, unless otherwise agreed**
- **consultants and personnel from staffing agencies when they are performing their regular daily work/assignments for their clients. This also applies when travelling to and from such work/assignments.**

The insurance also does not cover

- **occupational categories when they perform their regular daily work/assignments in various locations in the form of construction and civil engineering work, drivers, repairers, fitters, installers and service technicians.**

If a supplementary agreement is entered into, such occupational categories are covered if this is specifically stated in the Contract .

2 What is insured?

Insurance cover exists:

- during the validity of the contract
- for the insured persons / groups of persons named in the policy
- with the benefits agreed in the policy
- during a foreign and / or domestic business trip

3 Definition of a Business Trip

3.1 A business trip within the meaning of these conditions includes:

- short-term trips undertaken by the insured persons for business reasons up to a duration of 365 days which is ordered and, where applicable, paid for by the policyholder. Private activities during a business trip are also covered.
- trips on the occasion of recruitment, transfer, secondment or cancellation of such secondment as long as the remaining conditions of this clause are fulfilled.
- If agreed, trips by third parties that are organised on behalf of the policyholder and on which exclusive services are provided for the policyholder in return for payment.

Trips and errands at the insured person's permanent →place of work (outside the business premises) or →place of residence for performing the business activity (business errands).

3.2 The following do not count as business trips:

- the commute from the permanent →place of residence to the →place of work
- private and personal trips to or from the permanent →place of work or →place of residence
- holiday
- events of a private nature arranged by the policyholder or its organs such as sports events irrespective of the way in which the insured person takes part in such (as a "normal" participant, organiser, setting up equipment or as a representative of the board of managers).
- →expatriation and secondment periods

3.3 Insured Trips:

3.3.1 Private trips in connection with a business trip

The cover also extends within the period of up to 365 days to private journeys undertaken at →business trip destinations directly between two business trips or before and following a business trip.

The →business trip destination is deemed to be:

- for domestic trips, the destination of the private trip if it is located more than 150 kilometres away from the →place of residence and is visited directly after the business trip. If the →place of residence is visited after the business trip and before the private trip, there is no insurance cover for the private trip.
- the destination country for the business trip for trips →abroad.

Insurance cover is limited to 30 days. It lapses on the 31st day at 00:00 local time.

3.3.2 Private trips undertaken by →managers and directors

Cover also exists for →managers / directors and their spouses and children up to the age of 18 years and one →domestic worker during joint private trips for a duration of up to 30 consecutive days.

Uninsured private trips / activities:

- Cruises
- Trips that are predominantly undertaken for carrying out sporting activities such as sports trips, training camps, skiing, riding, climbing or trekking trips
- Carrying out high-risk sports, such as ski jumping, mountain climbing, caving, free climbing, all wild water sports, aerial sports and diving at depths of greater than 30 metres.

3.3.3 Workation stays

Workation stays are deemed to be co-insured if they have been specifically agreed in writing in the →Contract.

3.3.4 A workation stay is deemed to exist if the insured person temporarily carries out their professional activity at a location other than their usual →place of work and the stay also serves private purposes. The stay is organised and financed by the insured person on their own responsibility.

Insurance cover is provided for the insured person as well as for accompanying spouses or partners and children up to the age of 18, provided they are staying at the same place as the insured person during the workation stay.

- Insurance cover applies under the following conditions:

- The stay lasts a maximum of 30 consecutive calendar days.
- The stay takes place outside the usual →place of residence and work.
- There is a continuing contractual employment relationship with the policyholder or co-insured company.
- The stay has been agreed with and authorised by the policyholder.
- The professional activity is carried out to the usual extent during the stay; a reduction in daily working hours is not permitted.

The insurance does not cover pure holiday trips or stays that are equivalent to a permanent relocation of the →place of work, as well as the following trips/activities:

- Cruises
- Trips that are predominantly undertaken for carrying out sporting activities such as sports trips, training camps, skiing, riding, climbing or trekking trips
- Carrying out high-risk sports, such as ski jumping, mountain climbing, caving, free climbing, all wild water sports, aerial sports and diving at depths of greater than 30 metres.

4 Sum insured/maximum compensation

Insured benefit	Type of benefit, max. insured sum	Area of validity
Business Travel Accident Insurance		
Disablement benefit including improved disablement schedule	700 000 SEK	worldwide
Benefit in the event of accidental death	700 000 SEK	worldwide
Increased death benefit if insured person was married and / or had children, max.	10% of the accidental death sum, 750 000 SEK	worldwide
Non-contributory additional benefits for insured persons		
Costs for cosmetic operations	500 000 SEK	worldwide*2
Workplace adaptation costs	200 000 SEK	worldwide*2
Residence / private car adaptation costs	20 000 SEK	worldwide*2
Assuming hospital excess	covered	worldwide
Costs for retraining	50 000 SEK per person	worldwide*2
Medical aids	150 000 SEK	worldwide*2
Transition benefit	30 000 SEK	worldwide
Rehabilitation benefit	50 000 SEK	worldwide*2
Immediate benefit in the event of serious injury	200 000 SEK	worldwide
Coma benefit, max. 2 years	750 SEK per day	worldwide
Spa holiday daily allowance, max. 30 days	2 000 SEK per day	worldwide*2
Kidnap Benefit - Benefit in the event that the insured person is kidnapped	48 hours 30 000 SEK, from day 43 150 000 SEK	abroad
Compensation for broken bones	5 000 SEK	worldwide
Home help costs in the event of the insured person suffering serious impairments as a result of an accident, max. 100 Days	750 SEK per day	worldwide*2
Tuition fees for children in the event of the death of the insured person	50 000 SEK per person,	worldwide
Childcare costs for children under the age of 16 years in the event of the inpatient hospital stay of the insured person, max. 8 weeks	10 000 SEK per week	worldwide*2
Pet care costs in the event of a delayed return trip due to a medical emergency, one-off	5 000 SEK	worldwide*2
Staff replacement costs		
• Payment of overtime / costs for part-time staff, max. 8 weeks	50 000 SEK	worldwide*2
• Recruitment costs for the permanent replacement of a deceased employee	100 000 SEK	
Coinsurance of accompanying spouses (also for spouses / domestic workers of managers / directors in accordance with Clause 2.3.2 of the Mobility Protect General Conditions of Insurance) - without non-contributory additional benefits		

Disablement benefit	300 000 SEK	worldwide
Benefit in the event of accidental death	300 000 SEK	worldwide
Coinsurance of accompanying children (also for children of managers / directors in accordance with Clause 2.3.2 of the Mobility Protect General Conditions of Insurance) - without non-contributory additional benefits		
Disablement benefit	500 000 SEK	worldwide
Benefit in the event of accidental death	100 000 SEK	worldwide
Coinsurance of life savers - without non-contributory additional benefits		
Disablement benefit	300 000 SEK	worldwide
Benefit in the event of accidental death	300 000 SEK	worldwide
Emergency Assistance – organisation and meeting costs respectively		
Assistance benefits for medical emergencies		
Support in the event of an illness / accident - Information on treatment options / appointing Swedish or English speaking doctors - Referral of doctors, specialist doctors, hospitals - Sending medication, blood plasma, medical-technical appliances - Sending a doctor	covered	abroad
Support for hospital stay - Making contact / providing information between doctors - Referral of specialist doctors / bedside consultation - Informing relatives	covered	abroad
Providing guarantee of meeting the hospital's costs abroad	500 000 SEK	abroad
Search, rescue and recovery operations	unlimited	worldwide
Emergency patient transport including medically reasonable return transport as well as return transports from an expected minimum three-day hospitalisation (without air ambulance)	unlimited	abroad
Repatriation in the event of terrorism, sabotage, attack	unlimited	abroad
Hospital visit in the event of the hospitalisation of the insured person max. 2 persons, 10 days	incidental travel costs, accommodation 5 000 SEK per day and person, total 100 000 SEK	worldwide
Hospital visit in the event of the hospitalisation of the insured person due to a psychological trauma, max. 2 persons, 5 days	incidental travel costs, accommodation 5 000 SEK per day and person, total 50 000 SEK	worldwide
Extension of stay in the event of a medical emergency, max. 30 days	incidental travel costs, accommodation 5 000 SEK per day, total 100 000 SEK	worldwide
The insured person's return journey after recovery	incidental travel costs	worldwide
Return journey of the accompanying spouse / children	incidental travel costs	worldwide
Psychological treatment in the event of death, disablement and criminal attacks	50 000 SEK	worldwide*2
Repatriation to the place of residence or funeral at the business trip destination	100 000 SEK	worldwide
Accompaniment of the deceased by family members max. 2 persons, 10 days	incidental travel costs, accommodation 5 000 SEK per day and person, total 100 000 SEK	worldwide
Sending an alternative employee in the event of the death, illness, accident, arrest, kidnapping of the insured person	incidental travel costs	worldwide
Travel to the business trip destination after recovery	incidental travel costs	worldwide
Sending a doctor to a child under the age of 16 years who has fallen ill / suffered an accident to the place of residence, if the insured person / spouse is on a business trip	covered	worldwide*2

Childcare for children under the age of 16 years in the event that the insured person's spouse is accompanying the insured person in hospital	2 days @ 10 hours for childcare or incidental travel costs for a carer	worldwide*2
Quarantine costs for officially ordered quarantine	3 000 SEK per day, max. 50 000 SEK	abroad
Medical telephone consultation		abroad
Assistance benefits for other emergencies		
Curtailement of journey in an emergency	incidental travel costs, max. 100 000 SEK	abroad
Arranging for lawyers / interpreters, assuming legal and court fees in the event of the unintentional violation of a law abroad	300 000 SEK	abroad
Advancing punitive bail	500 000 SEK	abroad
Advance of cash in an emergency	100 000 SEK	abroad
Support with acquiring replacement travel documents	covered	abroad
Support in the event of kidnapping	2 000 000 SEK	abroad
Assistance benefits for crisis situations abroad		
Emergency evacuation and accommodation in a crisis situation	2 000 000 SEK per calendar year and contract	abroad
Overseas Travel Health Insurance		
Treatment costs abroad	unlimited	abroad
Analgesic dental treatment (emergency treatment)	50 000 SEK	abroad
Treatment costs in the insured person's home country following a business trip abroad, max. 30 days after return	1 500 000 SEK	country of residence
Hospital allowance abroad, from 5th day, max. 100 days	750 SEK per day	abroad
Convalescence allowance following a hospital stay abroad, max. 21 days	750 SEK per day	worldwide
Costs for a test for infectious diseases following assault, attack	20 000 SEK	abroad
Cover for disruptions to the travel itinerary		
Cancellation, curtailement, modification or rebooking of the trip	100 000 SEK	
Curtailement of journey, modification, rebooking in the event of the loss of and damage to samples	50 000 SEK	worldwide
Costs in the event of a delayed flight (from 4 hours), cancelled or overbooked flight	5 000 SEK	worldwide
Costs in the event of missed connecting flight (from 6 hours)	5 000 SEK	worldwide
Costs in the event of missed journey as a result of a public or private transport delay	3 500 SEK	worldwide
Costs in the event of travel disruptions caused by a terror attack / piracy	50 000 SEK	worldwide
Costs for delayed baggage on the outbound flight (from hours)	25 000 SEK	worldwide
Return transport of the insured person's private car using replacement drivers	Costs of travelling to the the car, max. 10 000 SEK	country of residence
Collision Damage Waiver		
Assuming the excess in the insured event	1 500 SEK	abroad
Baggage Insurance		
Loss, damage, destruction of baggage, transport accident, per insured item max.	150 000 SEK, max. 35% per insured item	worldwide
Co-insurance of IT equipment	75 000 SEK	worldwide
Robbery / burglary of cash or withdrawal of cash under duress	25 000 SEK, 500 SEK excess	worldwide
Costs for unauthorised use of bank / credit cards, max. 48 hours	35 000 SEK	worldwide
Costs for unauthorised use of SIM cards, max. 48 hours	15 000 SEK	worldwide
Replacement costs in the event of the loss of keys	15 000 SEK	worldwide
Travel Personal Liability Insurance		
Personal injury and property damage	20 000 000 SEK	abroad
Damage to rented property in relation to rooms / buildings rented during business trips - immovable property	1 000 000 SEK	abroad

Damage to rented property in relation to rooms / buildings rented during
business trips - movable property

1 000 000 SEK

abroad

5 Start and end of insurance cover

The insurance cover commences as soon as the insured person leaves their →place of residence or →place of work (business premises) and ends upon them returning to one of either of such places.

If insurance cover for individual benefits only applies →abroad then insurance cover commences upon crossing the border of the →home country and ends upon crossing the same border for the return journey.

General Exclusions

6 When is there no insurance cover?

6.1 The insurance cover under this insurance contract does not extend to risks insofar as these themselves or their insurance violate applicable economic or trade sanctions of the UN and/or the EU/EEA and/or other applicable economic or trade sanctions. For the avoidance of doubt, this does not apply if this would violate EU law (e.g. Blocking Regulation, Council Regulation (EC) No. 2271/96 of November 22, 1996, etc.).

6.2 In addition to the restrictions and exclusions specified in the Special Conditions of Insurance, there is no insurance cover for insured events:

6.2.1 that were caused deliberately by the insured person

6.2.2 that the insured person has caused as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence

6.2.3 that were caused either directly or indirectly by nuclear energy

6.2.4 that occurred whilst carrying out the following professions / occupations:

- artist, stuntman, animal tamer
- persons who work underground in the mining industry
- detonation and clearance personnel and munitions detection personnel
- professional divers
- professional, contract and licensed sportspersons (including racing driver and jockey)
- journalist, reporter, camera crew and similar

6.3 War risk

6.3.1 Insured events that are caused either directly or indirectly by acts of →war or →civil war are excluded from cover.

6.3.2 However, insurance cover does exist:

- if the insured person unexpectedly experiences acts of →war or →civil war whilst travelling →abroad. Insurance cover expires at the end of the fourteenth day following the outbreak of a →war or →civil war in the territory of the state in which the insured person is staying.
- for losses caused by →terrorist attacks if such attacks are in connection with a →war or →civil war and are carried out outside of the war-making parties' territories.

No insurance cover exists in the scope of this extension for:

- insured events as a result of acts of →war or →civil war during trips to or through states in whose territory →war or →civil war is already being waged. Any co-insurance and the conditions for travel in these countries / areas must be separately requested from the insurer and expressly agreed before the commencement of the journey.
- losses caused by ABC weapons (atomic, biological or chemical weapons)
- active participation in a →war or →civil war
An active participant is also a person who, on the side of a fighting party, delivers, transports or otherwise handles installations, facilities, equipment, vehicles, weapons or other materials intended for warfare.
- losses in connection with a →war or warlike conditions between China, Germany, France, Great Britain, Japan, Russia and the USA.
- losses in connection with a →war or →civil war if the state in which the insured person has their →place of residence or customary place of abode is involved as a war-making country or if the acts of →war are taking place in the territory of such state.

6.4 Cyber risks

We will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- 6.4.1 the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- 6.4.2 any computer virus;
- 6.4.3 any computer related hoax relating to 6.4.1 and/or 6.4.2 above.

However, subject to the terms and conditions of your policy, you are covered up to the amount(s) stated in the schedule of benefits for:

- Business Travel Accident Insurance (Section V)
- Business Travel Health insurance (Section VII) and
- Travel Disruption Insurance (Section VIII),

as a result of your serious illness or injury or death, or that of a close business colleague or close relative for claims arising under Section VIII (Travel Disruption Insurance), due to any of 6.4.1, 6.4.2 or 6.4.3 above.

The Insured Event

7 What must be observed in an insured event? (→Obligations)

We are unable to provide our benefits without your cooperation and that of the insured person. In addition to the →obligations listed in the Special Conditions of Insurance, the following duties exist upon the occurrence of an insured event:

7.1 Duty to mitigate the loss

The loss should be avoided or mitigated wherever possible.

7.2 Making contact →without delay and duty to provide information

- You must inform us or Travel Assistance fully and truthfully of all details of any circumstance that could result in an →obligation to provide benefit →without delay
- All questions or forms asked by us or our assistant company must be answered truthfully and/or completed and returned →without delay,
- Documentary evidence that the insured event occurred during a business trip must be provided
- Any additional relevant information requested by us must be provided truthfully. We will only request information relevant to the claim.
- You must inform us of the existence of other insurance policies providing cover for the insured event in question and of claims made and indemnity payments received under such insurance. You must also inform us of any third parties' →obligations to provide compensation.
- You must assert the claim for insurance benefits with us in written or electronic form

7.3 Further →obligations

- You must allow us to conduct any reasonable investigation into the cause of the loss and the amount of benefit to be provided by us
- You must follow our instructions
- You must ensure that the documents requested by us as evidence for the insured event are produced, particularly invoices for costs and medical certificates
- Doctors who have treated or examined the insured person (even if they have done so for other reasons), →hospitals and other medical establishments, other personal insurers, statutory sickness funds, workers' compensation insurers and authorities must be authorised to provide us with all the information required for an assessment of the →obligation to provide benefit
- Insured events caused by criminal offences, e.g. burglary, robbery, malicious damage, bodily harm, →kidnap, must be reported to the responsible police station →without delay and the report must be certified

7.4 Some further deadlines contained in the Special Conditions must be observed, the legal nature of which means that these may constitute further →obligations and preconditions for the claim.

8 What are the consequences of non-observation of →obligations?

If an →obligation under Clause 7 is intentionally breached, you will lose your insurance cover. In the event of the grossly negligent breach of an →obligation, we are be entitled to reduce our benefit in proportion to the severity of your negligence. Both conditions only apply if we have drawn your attention to such legal consequences by means of a separate communication in written or electronic form. If you can establish that you did not breach the →obligation by means of gross negligence, you will retain your insurance cover. You will also retain insurance cover if you can establish that the breach of the →obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit. This does not apply if you have breached the →obligation fraudulently. These provisions apply irrespective of whether we exercise any right to give notice of termination to which we are entitled as a result of the breach of a pre-contractual duty of disclosure.

8.1 There is particularly no breach of →obligation if:

- the insured person does not consult a doctor until the true extent becomes known
- the insured person continues to work after an →accident due to a sense of duty
- it was initially believed that there were no consequences of the →accident, and the →accident was therefore not reported →without delay
- an →obligation was not fulfilled unintentionally but was then →without delay fulfilled after such →obligation was identified.

9 What is required for claims against third parties (subsidiarity)?

With the exception of →accident insurance, the following applies unless expressly specified otherwise:

If indemnity can be claimed for an insured event under another insurance contract (e.g. health insurance, statutory social insurance benefits, other insurers or persons, airlines), the other contract will take precedence over this insurance contract.

If you are entitled to claim damages from a third party, then this claim must be transferred to us if we compensate the loss. Such transfer cannot be exercised to your detriment.

You must protect your claim for compensation or any right which serves to secure such claim, subject to compliance with the applicable formal and deadline requirements, and you must where necessary cooperate in the enforcement of the same by us. If you deliberately breach this →obligation, then insofar as we are consequently unable to obtain compensation from the respective third party, we will not be obliged to provide any benefit. In the event of a grossly negligent breach of the →obligation, we will be entitled to reduce our benefit in proportion to the severity of your negligence. The burden of proving that no gross negligence was involved rests with the policyholder.

If the claim for compensation is made against someone with whom the insured person lives in a joint household at the time the insured event occurs, then the claim may only be transferred to us if this person caused the loss deliberately.

10 What amount must you bear yourself? (Excess)

Various excesses may be agreed for individual benefits. You can find these excesses in your policy.

11 When are the benefits payable?

11.1 If our →obligation to provide benefit is established in principle and as regards the amount, then payment of the benefit must be made within two weeks unless the Special Conditions of Insurance state otherwise.

11.2 Our →obligation is deemed to have been fulfilled on the date when a domestic financial institution is instructed to transfer the appropriate sum in Swedish krona.

11.3 Interest is payable on the indemnity at a rate of 5 percentage points above the base rate of the European Central Bank p.a. if we or any organisation commissioned by us fail(s) to pay such indemnity within one month of the due date.

12 In which currency are benefits paid?

We pay insurance benefits in Swedish krona. Costs incurred in other currencies will be converted into Swedish krona at the exchange rate applicable on the day on which we receive the supporting evidence. The daily rate for traded currencies will be the official exchange rate published by the Riksbank, whereas the rate from the latest edition of "Valutor i världen" ("Currencies of the World") published by Sveriges Riksbank will apply to non-traded currencies unless you present a bank receipt as evidence that you purchased currencies necessary for the payment of invoices at a less favourable rate.

The Term of Cover

13 When does the insurance cover begin and end?

13.1 Commencement of the insurance cover

The insurance cover commences at the time specified in the policy if you pay the first or one-off premium on time in accordance with Clause 15.3.

13.2 Term and termination of the contract

13.2.1 The contract is concluded for the period specified in the policy.

If the term of the contract is at least one year, then the contract will extend by one year at a time unless notice of termination is received by you or by us by no later than three months before the expiry of the respective insurance period.

If the term of the contract is less than one year, then the contract will end at the agreed time without requiring any notice of termination.

If the term of the contract is more than three years, the contract may be terminated upon the expiry of the third or any following year; the notice of termination must be received by you or by us by no later than three months before the expiry of the respective insurance year.

13.2.2 The insurance contract ends if the business is closed, or the organisation is dissolved. A transfer of enterprises is not deemed to be the closure of business.

We are entitled to terminate the insurance contract with a notice period of one month if insolvency proceedings are commenced in relation to your assets or if the commencement of such proceedings is dismissed for lack of assets.

13.2.3 If a return journey is impossible due to the insured person's unfitness to travel supported by a medical certificate and treatment beyond the end of the insurance contract is consequently necessary, the duty to provide any benefit under this contract will continue to exist until fitness to travel is restored but for no longer than a period of four weeks.

13.3 Termination following an insured event

13.3.1 If we have provided benefit or if you have commenced judicial proceedings for benefit, either you or we may terminate the contract by giving notice.

Such notice of termination must be made in written or electronic form and received by the respective party by no later than one month after the payment of benefit or, in the case of litigation, after withdrawal of the claim, admission, settlement or final judgment.

We may also terminate the insurance cover of individual insured persons on the same conditions and with the same notice period.

13.3.2 If you give notice of termination, such notice takes effect as soon as we receive it. You may however specify that the notice of termination takes effect at any later date, but no later than the expiry of the insurance year.

Notice of termination given by us will take effect three months after you receive it.

In the event of payment of benefit with respect to an insured event in accordance with Part V of these conditions, we will not be entitled to give notice of termination in accordance with the above conditions.

13.4 The insurance year

The insurance year extends for a period of twelve months. If the agreed term of the contract does not consist of full years then the first insurance year will be shortened accordingly. Subsequent insurance years will be full years until the agreed expiry of the contract.

14 Suspension of insurance cover during military deployments

Insurance cover for the insured person will be suspended as soon as they commence service in a military or similar formation involved in a →war or hostilities between the countries of China, Germany, France, Great Britain, Japan, Russia or the USA. Insurance cover will be reinstated as soon as we receive notification of the end of service.

The Insurance Premium

15 What must you observe when paying the premium? What happens if you do not pay a premium on time?

15.1 Premium and insurance tax

The premiums can be paid as annual premium or as a single premium in advance. The insurance period is one year for annual premiums. The premium invoiced includes insurance tax, which you must pay in the amount stipulated by law.

15.2 Payment and consequences of delayed payment/initial or single premium.

15.2.1 Due date of payment

The initial or single premium is due →without delay within two weeks of receiving the insurance certificate.

If payment of the annual premium in instalments has been agreed, only the first instalment of the first annual premium shall be deemed the first premium.

15.2.2 Later commencement of insurance cover

If you fail to pay the initial or single premium in good time, but rather at some later date, the insurance cover commences at that later date as long as you have been made aware of this legal consequence by means of a separate communication in written or electronic form or by means of a prominent note in the policy. This shall not apply if you can prove that you are not responsible for the non-payment.

15.2.3 Withdrawal

If you do not pay the first or single premium in a timely manner, we can withdraw from the policy as long as the premium has not been paid. We cannot withdraw if you can prove that you are not responsible for the non-payment.

15.3 Payment and consequences of delayed payment/subsequent premium

15.3.1 Due date and timely payment

The subsequent premiums fall due at the agreed point in time in each case.

Payment shall be deemed to have been made on time if it is made on the date specified in the or in the premium invoice.

15.3.2 Default

If any subsequent premium is not paid on time, you shall be deemed to be in arrears, without any reminder having been sent, unless you are not at fault for the delay in payment.

We shall issue you with a request for the payment in text form and set you a deadline for payment of at least two weeks. This deadline will apply only if our notice lists the overdue amounts of the premium, interest and costs individually and specifies the legal consequences of expiry of the period in accordance with clauses 15.3.3 and 15.3.4.

We are entitled to claim compensation for any losses incurred by us resulting from the delay in payment.

15.3.3 No insurance cover

If you remain in arrears with the payment after expiry of this payment period, no insurance cover is provided from this point until payment of the premium, provided you have been made aware of this consequence in the request for payment in accordance with clause 15.3.2 subsection 2.

15.3.4 Termination

If you remain in arrears with the payment after expiry of this payment period, we are entitled to terminate the policy without having to give notice, provided we have made you aware of this consequence in the request for payment in accordance with clause 15.3.2 subsection 2. If we exercise this right of termination, but you pay the outstanding premium within one month, the policy shall be reinstated. However, no insurer cover exists for insured events occurring between receipt of the termination notice and payment of the premium.

15.4 Timeliness of payment in the event of direct debit authorization

If payment of the premium by direct debit from a bank account has been agreed, payment is deemed to have been made on time if the premium can be debited on the due date and you do not revoke an authorized premium collection.

If a due premium cannot be collected by us or your insurance broker for reasons which are not your fault, the payment is deemed to have been made on time if it is made →without delay after receipt of our request for payment issued in text form.

If the due premium cannot be collected because you have withdrawn the direct debit authorization, or if you are otherwise at fault for the inability to collect the payment again, we are entitled to request future payments outside of the direct debit process.

You are not required to transfer the premium until a request for payment has been made by us in text form.

16 Premium adjustment

In order to take into account general price increases, particularly rising healthcare costs, we increase the insurance premium by the percentage specified in the policy on each annual renewal date.

Other provisions

17 What must you bear in mind when defining the insured persons?

17.1 Group insurance is concluded without specifying the names of the insured persons. Insurance cover exists for persons belonging to the groups specified in the policy. It is a prerequisite that all persons belonging to this group be covered.

17.2 You must identify and list the persons to be insured in such a way that it is impossible for there to be any doubt as to whether the person affected by an insured event belongs to the group of insured persons.

17.2.1 You are obliged to provide us with the figures which are necessary for calculating the premium, e.g. the number of

- employees working in the company
- employees travelling for business purposes
- business travel days accrued, divided into regions as appropriate (domestic, Europe and rest of world),
- annual wage and salary costs

by three months after the renewal date.

If more than one group of persons is insured, then these figures are required for each group.

17.2.2 Based on your information, we calculate the premium to be paid for the prior period of time and for the current insurance year and raise a corresponding premium statement.

17.3 The insurance cover for individual insured persons expires if they terminate the existing employment relationship with the policyholder.

18 What are the legal relationships between the parties to the policy?

18.1 If the →Contract has been taken out for insured events suffered by another person (third-party insurance), the following applies:

18.1.1 The insured person can file claims for benefits under the →accident →Contract directly with us without your consent. We shall make any payments directly to the insured person.

18.1.2 With regard to the benefits arising from the Overseas Travel Health →Contract in accordance with Part VII of these Conditions, the following applies by way of derogation:

If you wish to nominate the insured person as the authorised beneficiary of the insurance benefit, you may do so by means of a declaration to be submitted to us in written or electronic form. The nomination may

be revocable or irrevocable. If you have issued instructions to such effect, then only the insured person nominated by you may request the insurance benefit. In this case, we will make payment directly to the insured person. If the insured person is not nominated as an authorised beneficiary, then only you as the policyholder may request the insurance benefit.

- 18.1.3 The Policyholder shall inform each insured person of the insurance cover provided within the framework of this policy and of the right of the insured person pursuant to **clause 18.1.1.**
- 18.1.4 Only the policyholder is entitled to exercise other rights deriving from this policy, not the insured person.
- 18.1.5 The policyholder, as well as the insured person, are responsible for meeting the →obligations.
- 18.2 All of the provisions that apply to the policyholder are to apply accordingly to your legal successor and other claimants.
- 18.3 Without our consent, insurance claims may not be transferred or pledged prior to the due date. The right to indemnity under travel personal liability insurance may be assigned to injured third parties.

19 What does the term "pre-contractual duty of disclosure" mean?

19.1 Completeness and accuracy of information concerning facts that are material to risk

Prior to submission of your policy declaration, you are obliged to notify us of all material facts of which you are aware that were requested in text form by us and have a bearing on our decision as to whether or not to conclude the policy with the agreed content. Your →obligation to notify also applies if we ask questions within the meaning of sentence 1 in text form after you have submitted your policy declaration but before the policy has been accepted. All circumstances that have a bearing on our decision on whether to conclude the policy at all or with the proposed content are deemed material to risk. If another person is to be insured, this individual - as well as you - is responsible for disclosing circumstances that are material to risk in full and in a truthful manner and for providing answers to the questions posed.

If your representative takes the policy out and is aware of a fact that is material to risk, you shall be treated as if you had been aware of said material fact or concealed it with intent to deceive.

19.2 Withdrawal

19.2.1 Prerequisites and exercise of withdrawal

Incomplete or inaccurate information on facts that are material to risk shall entitle us to withdraw from the →Contract . This shall only apply if we have notified you separately in text form of the consequences of a breach of the duty of disclosure. We must assert our right of withdrawal in writing within one month. In this respect, we must specify the circumstances on which our declaration is based. We are entitled to specify further circumstances to justify our declaration within the one-month period, also at a later date. The notice period begins at the point in time at which we become aware of the breach of the duty of disclosure on which our right of withdrawal is founded. Withdrawal from the policy shall be subject to a declaration being made vis-à-vis you.

19.2.2 Exclusion of the right of withdrawal

We cannot invoke our right of withdrawal if we were aware of the non-disclosed risk circumstance or the inaccuracy of the notification. We shall have no right of withdrawal if you prove that neither you nor your representative were acting deliberately or with gross negligence when making the incomplete or inaccurate declaration. Our right of withdrawal on grounds of a grossly negligent breach of the duty of disclosure does not apply if you prove that we would have concluded the policy, albeit subject to different conditions, even if we had been aware of the undisclosed facts.

19.2.3 Consequences of withdrawal^

In the event of withdrawal from the policy, no insurance cover is provided. If we withdraw from the policy after the occurrence of an insured event, we may not deny insurance cover if you prove that the incomplete or inaccurate fact did not cause the insured event or have a bearing on the determination or scope of the indemnity. In this case as well, however, no insurance cover is provided if you breached the duty of disclosure with fraudulent intent.

We are entitled to the portion of the premium attributable to the period until the notification of withdrawal takes effect.

19.3 Termination or retroactive policy amendment

19.3.1 If our right of withdrawal is excluded because your breach of the duty of disclosure resulted neither from wilful intent nor gross negligence, we can terminate the →Contract in text form, observing a notice period of one month. This shall only apply if we have notified you separately in text form of the consequences of a breach of the duty of disclosure. In this respect, we must specify the circumstances on which our declaration is based. We are entitled to specify further circumstances to justify our declaration within the one-month period, also at a later date. The period begins at the point in time at which we become aware of the breach of your →obligation to notify.

We cannot invoke our right to termination based on a breach of the duty of disclosure if we were aware of the non-disclosed risk circumstance or the inaccuracy of the notification. Our right to termination is excluded if you prove that we would have concluded the policy, albeit subject to different conditions, even had we been aware of the undisclosed facts.

19.3.2 If we are unable to withdraw from or terminate the policy because we would have concluded the policy, albeit subject to different conditions, even has we been aware of the undisclosed circumstances, the different conditions will become an integral part of the policy with retroactive effect at our request. If you are not at fault for the breach of duty, the different conditions will become an integral part of the policy from the current insurance period onward.

This shall only apply if we have notified you separately in text form of the consequences of a breach of the duty of disclosure. We must assert the policy adjustment in writing within one month. In this respect, we must specify the circumstances on which our declaration is based. We are entitled to specify further circumstances to justify our declaration within the one-month period, also at a later date.

The notice period begins at the point in time at which we become aware of the breach of the duty of disclosure which entitles us to amend the policy. We cannot invoke a policy amendment if we were aware of the non-disclosed risk circumstance or the inaccuracy of the notification.

If the policy amendment results in a premium increase of more than 10%, or if we exclude risk coverage for the undisclosed fact, you are entitled to terminate the policy without notice in text form within one month of receiving our notification.

19.4 Contestation

Our right to contest the policy on the grounds of fraudulent misrepresentation remains unaffected. In the event of contestation, we are entitled to the portion of the premium attributable to the period until the declaration of contestation takes effect

20 When must advances be repaid?

If advance payments are agreed in accordance with these conditions or the Special Conditions of Insurance and no third party assumes the costs then you or the insured person must repay them to us within one month of the advance payment or the return to the country of residence.

21 Participation clause

The insurer's →obligations under insurance contracts underwritten by it are subject to individual liability and not joint and several liability and are limited solely to the extent of its individual underwriting liability. The underwriting insurer shall not be responsible for the underwriting of any other co-subscribing insurer who for any reason fails to meet its →obligations in whole or in part.

22 Insurers and authorisation to conduct litigations

22.1 The insurers involved in this contract are indicated on the insurance certificate.

22.2 Each insurer shall only be liable for its share to the exclusion of any joint and several liability

22.3 Premiums should be paid and any claims arising reported to the lead insurer. All notices, communications and declarations affecting the contractual relationship to the benefit or disadvantage of all participating insurers shall be made to the lead insurer. The lead insurer shall conduct negotiations with the policyholder or the insured persons and make all declarations in connection with the contract in accordance with the legal stipulations in the name of the co-insurers. The co-insurers shall agree to any measures taken by the lead insurer; the measure shall apply to the same extent as if it had been taken by the co-insurers themselves.

- 22.4 All participating insurers acknowledge that the decisions of the lead insurer are legally binding.
- 22.5 In the event of a dispute arising from this insurance contract, the policyholder and the insured persons shall enforce their rights in court only against the lead insurer and only to the extent of its share. The participating insurers shall acknowledge any legally binding rulings made in favour of or against the lead insurer or any settlements reached after the commencement of proceedings as legally binding on themselves. In cases where a joint insurer refuses to provide indemnity despite the provision set out above, the policyholder or the insured persons may also make a claim against this co-insurer.
- 22.6 Costs of proceedings shall be borne by the insurer's pro rata.
- If the share of the leading insurer is less than the value of the dispute or recourse sum, the policyholder or the insured persons are entitled and, if the lead insurer or a co-insurer demands, obliged to extend the claim to this second insurer, or a third or more, if necessary, until this sum is reached. If this request is not satisfied, clause 22.5 sentence 1 shall not apply.
- 22.7 Any interruption or recommencement of the limitation period vis-à-vis the lead insurer shall also apply vis-à-vis the other co-insurers.
- 22.8 DUAL Nordics, Drottninggatan 33, 111 51 Stockholm is responsible for the administration of the insurance contract including the collection of premiums and other administration in accordance with **clause 22.3 above**. All correspondence relating to the insurance contract shall be conducted via DUAL Nordics

23 Contact Person

23.1 Insurance Broker

The insurance broker managing the insurance contract is entitled to receive notifications, declarations of intent and payments from the policyholder and is obliged to forward them to the insurer →without delay.

Furthermore, the insurance broker is authorized to accept all notifications, declarations of intent and payments from the insurer with direct effect for the policyholder.

23.2 Authorized underwriting agent

DUAL Nordics Drottninggatan 33, 111 51 Stockholm is responsible for the entire administration of the contract, including premium collection and claims processing, on behalf of and with the authorization of the insurer. All correspondence relating to the contract is conducted via DUAL Nordics.

V. Business Travel Accident Insurance (Accident)

Scope of Insurance →accident

1 What is insured?

1.1 We provide cover in the event of →accidents involving the insured person during the valid term of the policy.

1.1.1 →Disablement and death benefits for accompanying spouses and children

For →disablement benefit in accordance with Clause 2.1 and death benefit in accordance with Clause 2.2, the insured person's spouse and children are also covered if they have accompanied the insured person on the business trip.

Children within the meaning of these conditions are the insured person's children who

- have not exceeded the age of 18 years or
- have not exceeded the age of 25 years and are in vocational training or on a course of study.

Bonuses in accordance with Clause 2.1.2.2.5 and additional benefits in accordance with Clauses 2.3 to 2.20 are not insured for accompanying partners and children.

1.1.2 →Disablement and death benefit for life savers

Insurance cover for →disablement benefit in accordance with Clause 2.1 and death benefit in accordance with 2.2 also exists for life savers during the attempt to rescue an insured person.

Bonuses in accordance with Clause 2.1.2.2.5 and additional benefits in accordance with Clauses 2.3 to 2.20 are not insured for life savers.

1.2 In the absence of any agreements to the contrary, the following applies:

1.2.1 The insurance cover

- Includes →accidents that happen worldwide,
- Applies around the clock,
- Covers all occupational and non-occupational →accident.

1.2.2 Insurance cover is provided for lifesavers during their efforts to save an insured person. Bonuses in accordance with Clause 2.1.2.2.5 and additional benefits in accordance with Clauses 2.3 to 2.20 are not insured for life savers.

1.3 An →accident is deemed to have occurred if the insured individual involuntarily suffers a damage to his/her health caused by a sudden external event (→accident) which has an impact on his/her body.

Self-movements are also deemed to be an →accident if they can no longer be continued in a planned and deliberate manner due to a sudden external influence and lead to an involuntary damage to health. However, there is no insurance cover for illnesses and infirmities that existed before the →accident occurred.

1.4 An →accident is also,

1.4.1 If due to an exertion of force on the limbs or spine

- a joint is dislocated or
- muscles, tendons, ligaments or joint capsules are strained or torn or
- hernias occur or
- meniscus injuries occur.

1.4.2 Drowning or death by asphyxia under water as well as damage to health typical to diving (decompression sickness, barotrauma) without being able to establish an →accident event.

1.4.3 The term "→accidents" also covers suffocation, as well as poisoning and health impairments suffered involuntarily as a result of emanating fumes and gases, vapours, dust clouds, acids, etc., insofar as these events are sudden external events that have an impact on the human body. Events are also considered to

be sudden if the insured person was involuntarily subjected to the influences for several hours due to special circumstances and the damage to health was the result of this.

1.4.4 if the insured person suffers damage to health due to the deprivation of fluids, food or oxygen as a result of an →accident.

1.4.5 if the insured person suffers damage to health in the course of lawful defence or efforts to save human life, property or animals.

1.5 Health impairments due to extreme weather conditions (frost, solar radiation, etc.) are insured insofar as they are the result of an insured →accident event.

1.6 We refer to the provisions governing the benefit limitations (clause 3 and 5), the reduction of the sums insured from the age of 75 in accordance with section 2 sentence 1 as well as the exclusions (clause 6 in the General Terms & Conditions). These apply to all types of benefit.

2 What benefits are provided?

The agreed insured sums apply for insured persons up to the age of 75 years; after this time all insured sums are reduced by 50% of the agreed sums. There will be no documentation confirming this amendment. In an insured event the age of the insured person will be determined, and the benefit will be paid accordingly.

2.1 Disability benefit

2.1.1 Preconditions for the benefit:

2.1.1.1 The physical or mental capabilities of the insured person are permanently impaired as a result of an →accident (disability). An impairment is deemed to be permanent if it is likely to last for longer than three years and no change to the person's condition is expected.

The disability is

- occurred within 30 Months of the →accident and
- was determined by a doctor in written or electronic form and was claimed by you submitting a medical certificate to us within 36 months of the →accident.

2.1.1.2 There shall be no entitlement to invalidity benefit if the insured person dies within one year of the →accident.

2.1.2 Type and amount of benefit:

2.1.2.1 We pay the disability benefit as a lump sum

2.1.2.2 The amount of benefit calculated based on the sum insured and the degree of disability caused by the →accident.

2.1.2.2.1 In the event of complete loss or complete functional impairment of the body parts and sensory organs listed below, only the following degrees of disability shall apply:

Arm or hand	100%
Thumb	30%
Index finger	20%
Other finger	12%
Leg or foot	100%
Big toe	15%
Other toes	5%
Eye	60%
provided, however, the vision in the other eye had already been lost before the accident	100%
Hearing in one ear	50%
provided, however, that hearing in the other ear had already been lost before the accident	100%
Hearing in both ears	100%
Sense of smell	20%
Sense of taste	20%
Voice (Ability to speak)	100%

Male fertility	50%
Female fertility (before the pre-menopause)	50%
a lung	50%
Gall bladder	20%
Spleen	20%
Kidney	30%
if the other kidney was already lost or completely dysfunctional when the accident occurred	60%
Both kidneys because of the same accident	100%
Stomach	30%
Duodenum, small intestine, large intestine or rectum	30%

In the event of a partial loss or partial impairment to function, the corresponding part of the respective percentage applies.

2.1.2.2.2 For other body parts and sensory organs, the degree of disability is determined by the extent to which the normal physical or mental capacity is impaired overall. Only medical aspects are to be considered.

2.1.2.2.3 If the affected body parts or sensory organs or their functions were already permanently impaired even before the →accident, the degree of invalidity shall be reduced by the pre-existing degree of disability. The latter is to be calculated pursuant to clauses 2.1.2.2.1 and 2.1.2.2.2. In the event of the full loss of hearing or sight due to the →accident, a pre-existing impairment shall not be counted as a deduction based on the percentage by which the impairment was resolved by acoustic or visual aids (hearing aids, glasses, contact lenses).

2.1.2.2.4 If several body parts or sensory organs or their functions are impaired by the →accident, the degrees of disability calculated pursuant to the provisions set out above shall be added together. However, a percentage of more than 100 percent will not be considered.

2.1.2.2.5 Additional benefit as of a degree of disability of 70%

For contracts without a progressive disability scale or other additional benefit conditions and without a special dismemberment schedule (e.g. for doctors, professional musicians etc.) the following applies:

We pay double the amount of disability benefit if the following conditions are met:

- The degree of disability is determined in accordance to clauses 2.1.2.2.1 to 2.1.2.2.4 and Clause 3 and
- The →accident occurred before the insured person has reached the age of 75 and leads to a degree of disability of at least 70%.

The additional benefit is limited to a maximum of 150.000 € per insured person per →accident. If the insured person has other →accident insurance policies with us, the maximum amount applies to all insurance policies together.

2.1.2.3 If the insured person dies:

- Due to causes that are not related to the →accident within one year of the →accident or
- Due to any cause later than one year after the →accident,

and if an insurance claim for disability benefits had arisen, we will pay according to the degree of disability that was to be expected on the basis of the medical findings.

2.2 Accidental death benefit

2.2.1 Preconditions for the benefit:

The insured person died within a period of 12 months as a result of an →accident.

We refer to the special →obligations set out in clause 6.3.

2.2.2 Amount of Benefit:

The death benefit shall be paid out in the amount of the agreed sum insured. If the insured death benefit falls due, proven funeral costs can be claimed up to the agreed amount. We will also pay proven

inheritance costs up to the agreed amount. These costs include, in particular, the costs of preparing the certificate of inheritance and any notary fees incurred.

2.2.3 Gone missing:

If an insured person has gone missing, an amount corresponding to the amount insured for accidental death may be claimed.

We are only obliged to pay out the benefit if the insured person is declared dead as part of a public notice procedure ("kungörelse om dödförklaring"), the fact that the person has gone missing is public knowledge and a certificate is submitted to us. If the insured person survives the period in which he/she went missing, any payment made must be reimbursed.

2.2.4 Increased death benefit:

If the insured person was married and/or had children, the agreed death benefit shall be increased by the percentage stated in the →Contract , up to a Maximum Sum stated in the →Contract .

Children within the meaning of these terms and conditions are defined as follows:

Natural or adopted children of the insured person who have not yet reached the age of 18 at the time of the insured person's death, or who have not yet completed their apprenticeship or their first university degree and have not yet reached the age of 25.

Additional benefits

The following applies to all additional benefits:

If the insured person has several →accident insurance policies with the insurer, the additional benefits can only be claimed under one of these contracts.

We only provide benefits in accordance with Clauses 2.3 to 2.8 if a third party, e.g. health insurance provider, liability insurer or social insurance provider, disputes its →obligation to provide benefit or if their benefit is not enough to settle the costs.

2.3 →Cosmetic surgeries

2.3.1 Preconditions for the benefit:

2.3.1.1 The insured person has undergone →cosmetic surgery following an →accident that is covered by the policy. The term "→cosmetic surgery" refers to a medical treatment performed after therapeutic treatment with the aim of resolving an impairment of the insured person's appearance that was caused by an →accident.

2.3.1.2 The →cosmetic surgery is performed within three years of the →accident, or in the case of →accidents involving minors, before the individual reaches the age of 21.

2.3.2 Type and amount of benefit:

We provide compensation up to a total amount of the agreed sum insured for evidenced:

- doctors' fees;
- other surgery costs;
- necessary costs for accommodation and care in →hospital;
- dental treatment and dental prosthesis costs incurred as a result of an accidental loss or partial loss of incisors and canines.

2.3.3 Bridges, crowns, dentures

Within the scope of →cosmetic surgery, we also cover the costs of repair in the event of accidental destruction of bridges, crowns, dentures and implants up to an amount of € 3,000. The insured person must provide proof of the accidental destruction of the dental prosthesis.

2.4 →Workplace remodelling costs

2.4.1 Preconditions for the benefit:

2.4.1.1 The physical or mental capacity of the insured person is likely to be permanently impaired as a result of an →accident (disability). Due to this disability, the insured person is unable to pursue his/her professional activity without restrictions. Occupational activity can be resumed in full or in part by modifying the →workplace. The costs of remodelling the →workplace will only be covered if the insurer has approved the measure in advance.

2.4.1.2 The claim for remodelling costs is submitted within two years after the →accident.

2.4.2 Type and amount of Benefit:

We provide compensation up to the amount of the agreed sum insured for the proven costs of remodelling the →workplace. The →workplace is deemed to be the place where the insured person worked for the majority of the time prior to the →accident.

Costs are therefore reimbursed for the conversion

- of office furniture;
- of an office (e.g. widening of doors);
- of a building (e.g. construction of ramps, lift);
- of sanitary facilities and kitchens;
- of machines/equipment;
- a car or lorry;
- other installations.

If the remodelling is more expensive than new purchases, the costs of new purchases shall be reimbursed.

If the insured person and the Policyholder jointly decide that, instead of remodelling the former →workplace, a new →workplace is to be set up on the Policyholder's premises, the associated costs shall also be reimbursed.

2.5 Home and car remodelling costs

2.5.1 Preconditions for the benefit:

2.5.1.1 The physical or mental capacity of the insured person is likely to be permanently impaired as a result of an →accident (disability).

The remodelling of the individual's home or vehicle can help to lessen the consequences of the invalidity or make them more bearable. The costs of remodelling the home or vehicle will only be covered if the insurer has approved the measure in advance.

2.5.1.2 The claim for remodelling costs is submitted within two years after the →accident.

2.5.2 Type and amount of Benefit:

We will reimburse proven costs for the conversion of the insured person's home or vehicle up to the amount of the agreed sum insured.

Costs are reimbursed for:

- remodelling of the apartment and/or house in which the insured person lives (e.g. to widening doors, building ramps, lift, sanitary facilities and kitchens),
- remodelling or new purchase of machinery and equipment linked to the apartment (e.g. telephone system, fax, PC, emergency call system),
- remodelling of a vehicle used by the insured person,
- relocation into a residence that is suitable for disabled persons.

2.6 Hospital deductible

2.6.1 Preconditions for the benefit:

The insured person will be charged costs (deductible) by their statutory health insurer for full inpatient treatment that is medically necessary as a result of the →accident.

2.6.2 Amount of benefit:

The hospital deductible will be reimbursed in the amount that the insured person is demonstrably charged by their statutory health insurance.

2.7 Retraining costs

2.7.1 Preconditions for the benefit:

The insured person has completed an officially recognised retraining course sponsored or paid for by the statutory insurer as a result of occupational disability caused by an →accident. Occupational disability within the meaning of the terms and conditions means that the insured person is likely to be permanently unable to pursue his/her profession or a similar activity that corresponds to his/her training and requires equivalent skills and knowledge.

2.7.2 Amount and duration of benefit:

We will reimburse proven costs up to the amount of the agreed sum insured.

2.8 Medical aids

2.8.1 Preconditions for the benefit:

2.8.1.1 Following an →accident and after completion of all necessary inpatient treatment and rehabilitation measures, the insured person's physical or mental capacity is likely to be permanently impaired (disability) and the wearing of →functional prostheses reduces the consequences of the →accident or makes them more bearable.

2.8.1.2 Within two years of the →accident, the insured person has been prescribed prosthetic arms and/or legs, walking and support devices, a wheelchair or invalid chair as medical aids.

2.8.1.3 The necessity of these aids is proven by a medical certificate.

2.8.2 Amount of Benefit:

We will cover any remaining proven costs up to a maximum of the agreed sum insured per →accident event.

2.9 Transition Benefit

2.9.1 Preconditions for the benefit:

2.9.1.1 The normal physical or mental capabilities of the insured person are impaired as a result of an →accident, in a professional or non-professional sense, without any concomitant illnesses or disabilities being at play, as follows:

2.9.1.1.1 after the expiry of three months calculated from the date of the →accident by 100%; or

2.9.1.1.2 after the expiry of six months calculated from the date of the →accident by at least 50%.

2.9.1.2 This impairment has existed continuously within the specified time. It has been claimed by you by submitting a medical certificate to us by no later than seven months following the date of the →accident.

2.9.2 Type and amount of benefit:

The transition benefit shall be paid as follows:

2.9.2.1 in the amount of 50% of the agreed sum insured for an impairment pursuant to clause 2.9.1.1.1;

2.9.2.2 In the amount of the agreed sum insured less any benefits under clause 2.9.2.1 for an impairment pursuant to clause 2.9.1.1.2.

2.10 Rehabilitation benefit

2.10.1 Preconditions for the benefit:

2.10.1.1 The insured person has

- following an →accident covered by the policy
 - due to the health impairment caused by the →accident event or its consequences
 - within two years counted from the date of the →accident, for a continuous period of at least three weeks
- undergone medically necessary rehabilitation measures.

You must provide proof of these conditions by submitting the medical discharge report as well as the authorization documents for the rehabilitation measure issued by the Swedish Social Insurance Agency (Försäkringskassan), your public or private health insurance fund, or the competent social security or pension authority. The insurance also covers partial inpatient rehabilitation measures in which the insured person receives a therapy programme in the same way as inpatients, with the exception of overnight stays.

2.10.1.2 No cover is provided for

- intensive rehabilitation follow-up care
- follow-up treatment after a stay in →hospital,
- further treatment under workers compensation insurance,
- other inpatient treatments for which a daily hospital allowance (under →accident or health insurance) is collected from us or another company.

2.10.2 Amount of benefit:

The rehabilitation benefit shall be paid once per →accident event in the insured amount specified in the →Contract .

2.11 Immediate benefit in the event of serious injury

2.11.1 Preconditions for the benefit:

The insured person has suffered one of the following serious injuries as a result of the →accident and has submitted a claim to us within six months of the →accident together with a medical certificate:

2.11.1.1 Paraplegia following damage to the spinal cord,

2.11.1.2 Amputation of at least an entire foot or an entire,

2.11.1.3 Craniocerebral injury with definitively proven cerebral contusion or brain haemorrhage,

2.11.1.4 Serious multiple injuries/polytrauma:

2.11.1.4.1 Fracture of two long bones (upper / lower arm, upper / lower leg),

2.11.1.4.2 Damage destroying the tissue of two internal organs,

2.11.1.4.3 Combination of at least two of the following injuries

- Fracture of a long bone – Fracture of the pelvis
- Fracture of one or more vertebrae
- Damage destroying the tissue of an internal organ

2.11.1.5 Second or third-degree burns covering more than 30% of the body surface area,

2.11.1.6 loss of sight of high-grade visual impairment in both eyes; for visual impairment, visual acuity of no more than five percent.

2.11.2 There shall be no entitlement to immediate assistance if the insured person dies within two months of the date of the →accident.

2.11.3 Type and amount of benefit:

2.11.3.1 The immediate benefit shall be paid out in the amount of the agreed sum insured.

2.11.3.2 The immediate benefit shall only be provided once as a result of an →accident, irrespective of how many of the injuries listed have been sustained by the injured person.

2.12 Coma benefit

2.12.1 Preconditions for the benefit:

The insured person has fallen into a coma or was put into an induced coma for at least 5 days as a result of a damage to health caused by an →accident within two years from the date of the →accident.

2.12.2 Type and amount of benefit:

The coma benefit is paid per day in the amount of the agreed sum insured, up to a maximum of 730 days.

2.13 Spa holiday daily allowance

2.13.1 Preconditions for the benefit:

2.13.1.1 The insured person has

- after an →accident in accordance with the contract.
 - due to a damage to health or consequences of such damage to health caused by an →accident event.
 - within three years calculated from the date of the →accident.
- taken a spa holiday either in the →home country or →abroad.

2.13.1.2 A spa holiday is deemed to be a holiday

- in an officially recognized health resort
- during which the insured person undergoes at least two treatments per day of the working week for the reduction of the consequences of the →accident
- during which the insured person stays overnight in a hotel in the place where the health resort is located
- for which the health insurance fund of the insured person does not provide benefits or only provides partial benefits.

No benefit will be paid for days on which another daily allowance of any kind (e.g. daily allowance for stays in →hospital, daily allowance, convalescence allowance) under this or any other contract is already paid by the insurer.

2.13.2 Amount of benefit:

The spa holiday daily allowance shall be paid in the agreed sum insured for a maximum of 30 days per →accident. The costs of the daily allowance for spa holidays will be covered if the insurer has given its prior consent.

2.14 →Kidnap Benefit

2.14.1 Preconditions for the benefit:

The insured person was kidnapped during a business trip →abroad or otherwise held against his/her will for at least 48 hours as a result of a criminal offense. The crime was demonstrably reported to or prosecuted by the police. The claim for kidnapping benefits has been asserted by you to us no later than three months after the end of the kidnapping.

2.14.2 Type and amount of benefit

We pay compensation in the amount of the agreed sum insured for pain and suffering for the physical or psychological damage. The kidnapping benefit shall be paid out in the amount of the agreed sum insured.

If the duration of the kidnapping exceeds 42 days, five times the agreed sum insured will be paid out.

The compensation for pain and suffering will not be paid if the →kidnap occurred in Afghanistan, the Democratic Republic of Congo, Iraq, the West Bank and Gaza Strip, Libya, Nigeria, Somalia, Sudan, Syria and Yemen or if the policyholder was directly or indirectly involved in the →kidnap.

2.15 Compensation for broken bones

2.15.1 Preconditions for the benefit:

2.15.1.1 The insured person has suffered one or more fractures of the body parts listed below as a result of the →accident.

- sacrum
- coccyx
- shoulder blade
- hip
- upper arm
- Pelvis
- Elbow
- Thigh
- Forearm
- Lower leg

- Hand or wrist
- Knee or kneecap
- breastbone
- heel
- Collarbone
- Foot and ankle
- Vertebrae
- Ankle

Not covered are all fractures of the fingers, toes, ribs and nose, as well as fractures to parts of the body other than those mentioned above.

Fractures do not include cracks, hairline fractures (fissures), chipping and avulsions of bones.

2.15.1.2 The fracture has been diagnosed →without delay by a doctor.

2.15.1.3 The claim for compensation for pain and suffering has been submitted to us within one month of the →accident, together with a medical certificate.

2.15.2 Type and amount of benefit

2.15.2.1.1 Compensation for pain and suffering in the event of bone fractures shall be paid in the amount of the agreed sum insured.

2.15.2.1.2 Compensation for pain and suffering in the event of broken bones shall only be paid once in the event of an →accident, irrespective of how many of the aforementioned injuries the insured person suffers.

2.16 Household help

2.16.1 Preconditions for the benefit:

We will cover the proven costs of household help if

- the insured person is predominantly dependent on outside help with the usual and regularly recurring activities of daily living due to serious disability caused by the →accident, and
- no other person living in the same household as the insured person can take over the household management completely, and
- the claim for payment of the costs has been made to us within two years of the date of the →accident.

2.16.2 Amount and duration of benefit:

The benefit is paid in the amount of the agreed sum insured for a maximum of 100 days.

2.17 Tuition fees for children

If the insured person dies as a result of an insured →accident, we assume the tuition fees for the insured person's children who were enrolled in a full-time degree program at a university, polytechnic or any similar institution on the date of death and who had not exceeded the age of 25 years. We provide the benefit for no longer than until the attainment of 25 years subject to the condition that a death benefit in accordance with Clause 2.2 has been paid.

The maximum sum insured stated in the →Contract applies per child.

2.18 Childcare costs

If the insured person is hospitalised as an inpatient as a result of an insured →accident and the supervision and care of their own or adopted children under the age of 16 cannot be secured, we assume costs for childcare up to the sum insured stated in the →Contract for the maximum duration stated in the →Contract .

The claim for the assumption of costs must be submitted to us within two years after the date of the →accident.

2.19 Pet care costs

If the insured person's return journey is delayed by more than 24 hours due to a hospital stay as a result of an →accident, we assume the costs for the care or accommodation of the insured person's ordinary pets e.g. dogs, cats, fish up to the sum insured stated in the policy document.

2.20 Costs for staff replacement

If the insured person dies as a result of an insured →accident, we will pay the personnel replacement costs incurred by the policyholder as follows:

- Payment of accrued overtime and/or remuneration of temporary staff
- Recruitment costs for the search/hiring of a permanent replacement for the deceased employee

The costs must have been incurred in the immediate temporal context following the death of the insured person. Proven costs will be covered up to the amount stated in the →Contract .

3 What are the implications of illnesses or disabilities?

As an →accident insurer, we pay benefits for the consequences of →accidents. If illnesses or infirmities have contributed to the damage to health caused by an →accident event or its consequences, the following shall be reduced

- in the event of disability, the percentage of the degree of disability;
- in the event of death and, unless otherwise specified, in all other cases, the benefit in proportion to the share of the illness or infirmity.

However, if the contribution is less than 50%, the reduction shall not apply.

Special Exclusions Accident

4 In which cases is the insurance cover excluded?

In addition to the risks described in General Part IV, **Clause 7** of the Mobility protect Insurance Conditions, there is no insurance cover for:

4.1 No insurance cover exists for the following →accidents:

4.1.1 →Accidents suffered by the insured person due to mental disorders or impaired consciousness, as well as due to epileptic fits or other seizures that affect the insured person's whole body.

However, insurance cover exists:

- if these disorders or attacks were caused by an →accident event that is covered by the policy.
- for →accidents caused by impaired consciousness as a result of intoxication; but, when driving a motor vehicle, only if the blood alcohol concentration was less than 1.7 per mil at the time of the →accident.
- for →accidents caused by a heart attack or stroke.
- for →accidents triggered by fatigue (sleep inertia).

4.1.2 →Accidents suffered by the insured person

- as an aircraft pilot (including air sports equipment pilot), insofar as he requires a licence for this under Swedish law, and as another crew member of an aircraft
- in the case of a professional activity carried out with the aid of an aircraft
- when using spacecraft.

4.1.3 →Accidents suffered by the insured person while participating as a driver, passenger or occupant of a motor vehicle in driving events, including the associated practice drives, in which the aim is to achieve maximum speeds.

However, →accidents that occur during participation in driving events as driver, co-driver or passenger in which the sole or main aim is to achieve average speeds (star, reliability and orientation drives) are deemed to be co-insured.

The insurance also covers →accidents that occur to the insured person during occasional rides in a rented kart that are offered as a leisure activity (e.g. on karting tracks or at fairs).

Rides on racetracks or race courses that are temporarily designated as such and closed off for this purpose are generally deemed to be rides to achieve a maximum speed, unless there is evidence of participation in a driver safety training course.

4.1.4 →Accidents caused directly or indirectly by nuclear energy.

4.2 The following impairments are also excluded:

4.2.1 Damage to intervertebral discs, as well as bleeding from internal organs and cerebral bleeding.

Insurance cover is, however, provided if these conditions were caused predominantly by an →accident event that is covered by the policy pursuant to clause 1.3.

4.2.2 Damage to health caused by radiation

However, insurance cover is provided for damage to health caused by accidental exposure to high-energy radiation with a hardness of less than 100 electron volts as well as X-rays, laser, maser and artificially generated ultraviolet rays. This only applies if these are not the result of regular handling of X-ray equipment or other sources of radiation.

4.2.3 Damage to health due to therapeutic treatment or surgery on the insured person's body.

However, insurance cover exists

- if the treatment or intervention, including radiological diagnosis and therapy, was caused by an →accident covered by this contract.
- for violent interventions by third parties.

4.2.4 Infections

4.2.4.1 These are also excluded if they are caused

- by insect stings or insect bites, or
- by other minor skin or mucous membrane injuries.

through which pathogens entered the body either immediately or at a later time.

4.2.4.2 However, insurance protection exists for

- Rabies and tetanus;
- infections where the pathogens entered the body through →accident injuries which are not excluded in accordance with clause 4.2.4.1;
- Infections in which it is clear from the medical history, the findings or the nature of the disease that the pathogens have entered the body through any damage to the skin, whereby at least the outer skin layer must have been penetrated, or through sudden injection of infectious masses into the eye, mouth or nose. Breathing, sneezing or coughing do not fulfil the definition of injection;
- first-time infection with a pathogen of the infectious diseases borreliosis, brucellosis, cholera, diphtheria, three-day fever, epidemic polio/poliomyelitis, typhus, tick-borne encephalitis (TBE), Yellow fever, lockjaw, whooping cough, leprosy, malaria, measles, plague, smallpox, scarlet fever, sleeping sickness/tsetse disease, tularaemia/rabbit plague, typhoid/paratyphoid or chickenpox/shingles, Zika, if the infection is medically diagnosed for the first time no later than one month after returning from an insured business trip. The medical diagnosis is deemed to be the day of the →accident.

4.2.4.3 For infections caused by curative measures or interventions, clause 4.2.3 sentence 2 applies accordingly.

4.2.5 Poisoning due to ingestion of solid or liquid substances through the gullet.

However, poisoning caused by a single ingestion of a poisonous foodstuff is covered, provided that the resulting damage to health occurs within one week and is medically diagnosed within this period. Clause 2.1.1.1 part 2 is restricted in this respect.

4.2.6 Pathological disorders as a result of psychological reactions that cannot be directly and causally attributed to an organic injury / damage, even if these were caused by an →accident.

5 Total maximum insured sum (accumulation):

5.1 Total combined maximum sum insured

If several persons insured under a group accident insurance contract are injured or killed by an event directly related in temporal and spatial terms, € 50,000,000 shall be deemed to be the joint maximum sum insured for all the insured persons together.

In such a case, the sums insured agreed for the individual insured persons shall be reduced in accordance with the ratio of the individual sums insured to the total loss of all persons concerned in relation to the joint maximum sum insured.

If there is a possibility that the joint maximum sum insured could be exceeded, the insurance benefit for each insured person shall only become due once the necessary investigations relating to the event referred to in sentence 1 have been completed in full.

5.2 Total joint maximum sum insured for the use of an aircraft

If the event occurs when several insured persons are using the same airplane, then € 25,000,000 will be the total maximum insured sum for all affected persons.

Insured Event Accident

6 What must be observed after an →accident (→obligations)?

In addition to the →obligations set out in Part IV, **Section 7** of the Mobility Protect T&C, the following →obligations apply:

6.1 After an →accident that is likely to result in a duty to indemnify, you or the insured person must

- consult a doctor →without delay,
- follow the doctor's orders and
- **notify→ us.**

6.2 If doctors are commissioned by us, the insured person is also required to be examined by them. We will bear the necessary costs, including any loss of earnings incurred as a result. If the loss of earnings cannot be proven in the case of self-employed persons, a fixed amount of 1.5% of the insured disability sum, up to a maximum of € 1.000 will be reimbursed.

6.3 If the →accident results in death, this must be reported to us within one week of becoming aware of this, even if we had already been informed of the →accident.

We must be given the right to have an autopsy performed by a doctor commissioned by us if necessary.

6.4 Consequences of breaches of →obligations

The consequences of breaches of →obligations can be found in General Part IV, **clause 8**.

7 When are the benefits payable?

7.1 We are obliged to state, in text form, as to whether or not and to what extent we recognize the claim within one month - or within three months in the case of a disability claims and accident annuity. These time limits commence upon the receipt of the following documents:

- proof of the course of events leading to the →accident and the consequences of the →accident;
- in the case of a disability claim, also proof of the completion of curative treatment insofar as this is required for the assessment of the disability;

We will pay the medical fees that you incur to justify the entitlement to benefits, provided that we have commissioned the expert opinion. We will not pay any other costs.

- 7.2 If we recognize the claim or if we have agreed with you on the cause and amount, we shall pay within two weeks.
- 7.3 Advance payments on disability benefit
The following applies to disability benefit pursuant **to clause 2.1:**
If initially a determination of our →obligation to provide benefits is made only in principle, we shall make appropriate advance payments at your request. Before treatment as been completed, any disability benefit paid out within one year of the →accident can only be claimed up to the amount of an agreed death benefit amount.
- 7.4 Reassessment of disability
- 7.4.1 You and we are entitled to have a doctor re-assess the degree of disability on an annual basis.
- 7.4.2 The right specified in clause 7.4.1 applies for up to three years, but for up to five years after the →accident for children under the age of 18.
- 7.4.3 The right specified in clause 7.4.1 exercised
- by us along with our declaration of or duty to indemnify in accordance with clause 7.1,
 - by you before the deadline expires.
- 7.4.4 In order to be able to exercise your right to the reassessment of disability pursuant to clause 7.4.1 in a timely manner pursuant to clauses 7.4.2 and 7.4.3, you must give us the opportunity to commission a doctor to examine the insured person in good time prior to the expiry of the deadline. As a result, your declaration on the fact that you wish to exercise the right should be submitted to us, if possible, within three months of our declaration on our duty to indemnify pursuant to clause 7.1, but must be submitted to us no later than three months prior to the expiry of the deadline pursuant to clause 7.4.2.
- 7.4.5 If the final assessment of the degree of disability for the disability benefit pursuant to item 2.1 results in a benefit that is higher than the benefit we have already paid out, the additional amount shall bear interest at a rate that is **5 percentage points above the Riksbank repo rate per year.**

VI. Emergency Assistance (Assistance)

Scope of insurance Assistance

1 What is insured?

Our Emergency Assistance provides the policyholder and the insured person with support and help in emergencies during a business trip. The →assistance benefits are provided by a service provider appointed by us (hereinafter "Assistance Company") on 365 days a year around the clock. The costs incurred are assumed as agreed in each case.

2 Preconditions for the provision of →assistance benefits

The precondition for the provision of →assistance benefits and the assumption of the associated costs is that the insured person, the policyholder or a representative contacts the Assistance Company →without delay following the occurrence of an insured event. The contact details for **the Assistance Company can be found in the policy**. The following benefits only apply if they are agreed and listed in the policy.

3 What benefits are provided?

For medical emergencies

3.1 Support in the event of an illness / →accident

- Information on the possibilities for medical treatment or nomination of a Swedish-speaking or English-speaking doctor
- Referral of doctors, specialist doctors, laboratories, →hospitals
- Organising the shipment of any urgent but not locally available
 - medication
 - blood plasma
 - medical technical appliances and, where necessary, referral of staff trained to operate such appliances

if available and compatible with national and international laws.

Costs for the replacement of medication or devices left in the country of residence and for medication for long-term treatment at the →business trip destination that was foreseeable before the business trip must be assumed by the insured person. The Assistant Company can provide support in the provision of replacements.

- Arranging / sending a doctor
If the insured person's condition or the circumstances at the location require it, we will send a doctor or a team of doctors / medical personnel in order to assess and organise the measures to be adopted at the location. The travelling expenses incurred will be covered.

3.2 Support for →hospital stay

- Making contact between the treating doctor or →hospital and the General Practitioner as well as transferring information between the doctors concerned
- Referral to a specialised doctor with the possibility of a bedside consultation if this is medically necessary
- Informing relatives if this is requested by the insured person
- Providing a guarantee to meet the costs incurred by the →hospital →abroad for statutory health insurance benefits (shared ward without optional extras, no private treatment)

3.3 Search, rescue and recovery operations

Organisation of search, rescue and recovery operations (even if it is only suspected that the insured person has suffered an →accident according to the specific circumstances), unless such operations are undertaken by local authorities or other aid organisations. The costs incurred will be covered.

Costs will also be covered if the operations were undertaken by publicly or privately organised rescue services and fees are usually charged for this.

3.4 Emergency patient transport

Organisation of medically advisable transport of the insured person and an accompanying person (if technically feasible) with a medically suitable means of transport (ambulance or aircraft). The costs incurred will be covered.

The following are insured:

- Transport to the nearest →hospital appropriate for treatment or to a specialist →hospital
- Return transport to the →place of residence or to the nearest appropriate →hospital to the insured person's →place of residence as soon as such return transport is medically advisable and reasonable, as well as any transfers between →hospitals within the →home country necessary for this
- Return transport to the →place of residence if the insured person has been the direct victim of a →terrorist attack / act of sabotage, an attack or a physical assault and as a result of this is no longer emotionally in a position to continue the trip.

Immediate repatriation by a suitable means of transport can also take place without medical necessity if the diagnosed illness/injury would require a →hospital stay of at least 3 days on site and the insured person is in a stable state of health and is fit to travel. In this case, return transport by air ambulance is not insured.

Transport or repatriation must always be agreed with the Assistance Company.

3.5 Patient visits during →hospital stays

If it is not possible for the insured person to undertake the return trip to their →place of residence as a result of the severity of the illness or the →accident, the Assistance Company organises the outward and return trip and hotel accommodation for two →family members. The travel and accommodation costs incurred are covered up to the amount stated in the →Contract .

3.6 Patient visits during →hospital stays due to psychological trauma

If the insured person suffers psychological trauma as a result of a sexual / criminal attack or as a result of a →terrorist attack/ act of sabotage and needs to be hospitalised (more than 80 kilometres away from the insured person's usual →place of residence), the Assistance Company organises the outward and return trip and hotel accommodation for up to two →family members. The travel and accommodation costs incurred are covered up to the amount stated in the →Contract .

3.7 Extending the stay in a →medical emergency

If it is not medically necessary for the insured person to stay in →hospital following a →medical emergency but the planned return journey is delayed beyond the originally planned end of the business trip, the Assistance Company organises the extension of the insured person's stay at the →business trip destination. The accommodation costs incurred are covered up to the amount stated in the →Contract .

3.8 The insured person's return journey after recovery

If the insured person's fitness to travel returns after a →medical emergency but it is not possible to continue the business trip for medical reasons, the Assistance Company organises the insured person's return journey to their →place of residence. The →travel costs incurred are covered up to the amount stated in the →Contract .

3.9 Return journey of the accompanying spouse / children

If the insured person's stay needs to be extended as a result of a →medical emergency and their spouse and children up to the age of 16 years can therefore not undertake their return journey as planned, the Assistance Company organises the return journey for the spouse / children to their →place of residence. The →travel costs incurred are covered up to the amount stated in the →Contract .

3.10 Psychological treatment in the event of death, →disablement and criminal attacks

If the insured person dies as a result of an →accident, suffers →disablement or is physically or mentally injured as a result of an insured →accident, →terror attack / act of sabotage, the Assistance Company organises psychological treatment in the country of residence as follows:

- Psychotherapy for the surviving spouse / children in the event of the death of the insured person
- Psychotherapy for the insured person in all other cases

The treatment costs incurred are covered up to the amount stated in the →Contract .

3.11 Repatriation or funeral

If the insured person dies during a business trip, the Assistance Company organises either:

- the repatriation of the deceased to their →place of residence or
- a funeral for the deceased at the →business trip destination

The costs incurred (simple coffin or urn design and the costs of a single scheduled flight for repatriation) are covered up to the amount stated in the →Contract .

3.12 Accompaniment of the deceased by →family members

If the insured person dies during a business trip, the Assistance Company organises the outward and return journeys and hotel accommodation for up to two →family members for the purpose of identification, carrying out the formalities and accompanying the repatriation or funeral of the deceased. The travel and accommodation costs incurred are covered up to the amount stated in the →Contract .

3.13 Sending a replacement employee

If operational processes are jeopardised because the insured person is unable to perform their business →obligations as a result of one of the events listed below, the Assistance Company organises the outward and return flight of a replacement worker appointed by the policyholder. The →travel costs incurred are covered up to the amount stated in the →Contract .

Insured events:

- Unexpected serious injury or →accident
- Arrest
- →Kidnap for more than 3 days

3.14 Travel to the →business trip destination after recovery

If the insured person is returned to their →place of residence in accordance with Clause 3.4 or Clause 3.8 but their state of health allows them to resume their business trip activity, the Assistance Company organises the insured person's journey back to the →business trip destination unless benefits in accordance with Clause 3.13 have been claimed. The →travel costs incurred will be covered.

3.15 Sending a doctor for a home visit in a →medical emergency

If a child aged up to 16 years who has remained at the →place of residence (→home country) falls ill or suffers an →accident whilst the insured person and their spouse are on a business trip, the Assistance Company sends a doctor to the injured child / child who has suffered an →accident. The costs of the doctor and any necessary patient transport to the nearest appropriate →hospital to the →place of residence if the child's state of health requires this, will be covered if organised by the Assistant Company.

3.16 Childcare for children under the age of 16

If the insured person is hospitalised and has been accompanied by their spouse and if the insured person's children are unable to care for themselves or cannot be cared for by a →family member or friend, the Assistance Company organises either:

- childcare at the insured person's →place of residence (where available); or
- the outward and return journey of a carer nominated by the insured person to the →place of residence in order to take over the care of the child at that location.

The childcare or accommodation costs incurred are covered up to the amount stated in the →Contract .

3.17 Coverage of quarantine costs in the country of destination because of infectious disease

3.17.1 Precondition for the benefit:

- 3.17.1.1 the insured person has duly completed all officially mandated tests in the destination country before the start of the business trip, and

- 3.17.1.2 prior to the start of the trip, there were no reasons known from these tests which would have argued against entry, or which would have resulted in quarantine, and
- 3.17.1.3 there is no general quarantine obligation upon entry into the country of destination, and
- 3.17.1.4 an infection with a disease causing an officially ordered quarantine is detected after entry:
 - An infection is detected but the insured person has no symptoms, or
 - An infection is detected, and the insured person has symptoms associated with the detected disease, but an inpatient treatment is not necessary.

3.17.2 Type and amount of benefit:

The Assistant Company will cover all necessary costs associated with accommodation in a quarantine (e.g. accommodation, meals) up to the sum insured stated in the →Contract, provided that these costs are not covered by an official body or are covered and not reclaimed afterwards. Proof of the costs incurred must be provided to us.

3.18 Medical telephone consultation ('telemedical consultation')

Purpose of the medical telephone consultation

The medical telephone consultation covers the points described below for the persons insured under this contract.

Medical telephone counselling

If the insured person feels unwell during the trip or has doubts about their fitness to travel, it is possible to present their symptoms to a general practitioner remotely. The doctor can give advice, make a diagnosis or make recommendations for further action if the symptoms justify this. This online consultation is intended to give the insured person or accompanying →family members peace of mind for the rest of their trip.

For the telephone consultation, the number stated in the →Contract can be called.

3.18.1 Notes and restrictions to be observed

3.18.1.1 If, during the medical telephone consultation, the general practitioner determines that the medical condition requires a physical consultation with a doctor in order to carry out further tests or, if necessary, to provide further treatment, the medical telephone consultation service will end. In this case, the general practitioner will recommend contacting a local healthcare professional (doctor, →hospital, pharmacy) to help with further treatment.

3.18.1.2 It should be noted that the telephone counselling service is not an emergency medical service. If the insured person is suffering from acute symptoms, the local emergency service should always be contacted.

The medical telephone counselling service is provided directly by the doctor selected by the insurer and the doctor is solely responsible for his/her medical opinion.

No services beyond those described above are provided as part of the medical telephone counselling service.

3.18.2 The cost of the medical teleconsultation described above will be covered.

3.18.3 Liability of the Insurer

The →obligations undertaken by the Assistance Company in the context of the medical teleconsultation activity under the terms of this Contract are →obligations of means.

In addition, the Assistance Company cannot be held responsible for service interruptions and/or damage resulting from:

- telephone and/or computer network failures or interruptions;
- changes in the insured persons' situation, and particularly his/her state of health, which have not been communicated to them during the teleconsultation;
- force majeure or a third party.

3.18.4 Responsibility of the Beneficiary

The insured person is responsible for ensuring that the information requested during the teleconsultation is accurate and up to date, to enable the Assistance Company to carry out its commitments in the best possible conditions.

For other emergencies

3.19 Curtailment of journey in an emergency

If the insured person needs to curtail their business trip →abroad as a result of one of the events listed below, the Assistance Company organises the return journey to the country of residence and the journey back to the →business trip destination at a later date. The →travel costs incurred will be covered.

Insured events:

- The death, serious →accident or unexpected serious illness of the spouse or a →family member
- Pregnancy complications or premature birth experienced by the spouse
The premature induction of labour carried out on the decision of the treating doctor for purely medical reasons in order to prevent any danger to the mother and / or the child, but not within a period of eight weeks before the expected date of delivery.
- Serious damage to the property of the insured person as a result of fire, explosions, →natural forces, or criminal offences committed by a third party if the damage is considerable or the presence of the insured person is necessary for the purpose of assessing the loss
- Serious damage to the company (for business trips undertaken by decision makers) caused by:
 - fire, explosions, →natural forces, or criminal offences committed by a third party if the damage is considerable or the presence of the decision maker who has undertaken the journey is necessary for the purposes of investigation
 - the death or a serious illness / injury (where a →hospital stay of more than 7 days is anticipated) of an employee necessitating the presence of the decision maker on site

3.20 Support in the event of criminal prosecutions

If the insured person is arrested or threatened with arrest whilst on a business trip →abroad because they have unintentionally contravened a foreign law, the Assistance Company provides the following benefits:

- Procuring a lawyer and, if necessary, an interpreter
- Assuming the court, legal and interpreting fees incurred
- Advancing any punitive bail demanded by the authorities

in each case up to the amount stated in the →Contract .

3.21 Support in the event of the loss of travel funds / advancing cash

If the insured person finds themselves in a financial emergency whilst on a business trip →abroad as a result of losing their travel funds due to theft, robbery or loss, the Assistance Company provides the following benefits:

- Making contact with the insured person's bank and transferring the amount made available by such bank if there is no other facility for the transfer of funds
- Advancing up to the amount specified in the policy if it is not possible to make contact with the bank within 24 hours

3.22 Support with acquiring replacement travel documents

If the insured person is the victim of theft or robbery or loses their personal baggage or if such baggage is destroyed, the Assistance Company provides the following benefits in the event of the loss of documents that are necessary for business trips, e.g. ID card, passport:

- Support with acquiring replacement travel documents
- Covering any official charges incurred for the documents being re-issued

3.23 Support in the event of →kidnapping

In the event of →kidnapping of an insured person during a business trip →abroad, the insurer shall reimburse the policyholder for the following costs up to the maximum amount stated in the policy per →kidnapping event, irrespective of the number of insured persons:

3.23.1 Response consultants

The fees and expenses of response consultants incurred in connection with a →kidnapping.

3.23.2 Additional costs

Additional costs necessarily incurred by the policyholder or an insured person as a result of →kidnapping, for the entire duration of the → kidnapping.

3.23.2.1 Repatriation

The costs of repatriating the insured person to their country of residence by economy class aircraft or first-class train.

Travelling and accommodation costs incurred by the policyholder or an insured person.

3.23.2.2 Legal or medical advice

Costs incurred by the policyholder or an insured person in obtaining legal or medical advice, subject to our prior written consent, and incurred by you or an insured person within 6 (six) consecutive calendar months of the release of the insured person.

3.23.2.3 Rewards

Any cash reward paid by the policyholder or an insured person to an informant for information that helps to solve the →kidnapping.

3.23.2.4 Insured person's salary

100% (one hundred per cent) of an insured person's gross salary, including pension and/or social security contributions and allowances, which were contractually due and which the policyholder continues to pay to the insured person during the period of abduction while the insured person is still alive and until his release and up to a maximum of 6 (six) consecutive months.

3.24 Evacuation in crisis situations

If an insured crisis occurs during a business trip →abroad that could place the insured person in a life-threatening situation, the Assistance Company organises emergency evacuation to the insured person's country of residence or to the nearest safe location from which it is possible to return home. If a direct return journey is not possible, accommodation will also be provided for the insured person. The travel and accommodation costs incurred are covered up to the amount stated in the →Contract . Any agreed maximum sum insured per contract and year must be observed.

Insured crisis:

An insured crisis exists if, during a business trip that has already been commenced, the responsible authorities for the country of residence issue a travel warning for the country to which the insured person has travelled or formally evacuate all citizens of the country of residence from →abroad. This may involve the following situations →abroad:

- →terror attacks / acts of sabotage and assaults that lead to injuries or deaths amongst the civilian population
- Development of violent political or civil unrest
- Development of military conflicts
- Outbreak of epidemics
- Outbreak of natural disasters leading to injuries or deaths amongst the civilian population
- Official deportation of the insured person by the relevant authorities
- Declaration of the insured person as a "persona non grata"

Special Exclusions Assistance

4 In which case is the insurance cover excluded?

In addition to the risks described in General Part IV, Clause 6 of the Mobility Protect Insurance Conditions, there is no insurance cover for:

- 4.1** Medical treatments or a support service to be provided for a medical treatment which the insured person already knew before the start of the business trip that it would have to be carried out during the business trip (e.g. dialysis).
- 4.2** Treatment →abroad which was the sole or one of the reasons for travelling.
- 4.3** Insured events attributable to a pregnancy within a period of eight weeks before the due date of delivery.
- 4.4** Benefits that you or the insured person have ordered independently without our prior agreement or consent.
- 4.5** Benefits that exceed the necessary amount and long-term measures that we have not ordered.
- 4.6** Benefits in accordance with Clause 3.24, if the insured event is directly or indirectly based on the following events or circumstances:
- Acts by you, an insured person or a person authorised by you, which constitute a criminal offence or the attempt to commit such an offence in accordance with the legal provisions of the country in which the act was committed
 - the failure to carry the necessary identity documents, work permits or similar documents or to have such documents extended accordingly
 - Both this and the previous exclusion do not apply if it can be proven that such allegations were made intentionally, falsely, fraudulently and maliciously purely for the purpose of achieving a political, propagandistic or intimidating effect on you or an insured person.
 - Your or an insured person's outstanding liabilities, insolvency, commercial mistakes or legitimate (re-) transfer of property.
 - The non-performance of contracts, licences, guarantees, securities by you or an insured person
- 4.7** There is no insurance cover for benefits in accordance with clause 3.23
- 4.7.1** For claims
- which would be covered by another →Contract if this policy did not exist. In this case, the insurer will only pay the amount that exceeds the cover provided by another →Contract ,
 - which are attributable to dishonest or criminal acts by the policyholder or an insured person,
 - resulting from an attempt to defraud the policyholder or an insured person, regardless of whether he/she acts alone or in collusion with others,
 - resulting from →kidnapping of a child if this was committed by his/her parents or bodyguard or another person appointed to look after the child,
 - resulting from →kidnapping carried out with the participation of the insured person or a person demanding a ransom,
 - resulting from →kidnapping that takes place in one of the following countries: Afghanistan, Burkina Faso, Central African Republic, Democratic Republic of Congo, Haiti, Iraq, Iran, Libya, Mali, Mexico, Niger, Nigeria, Pakistan, Somalia, South Sudan, Syria, Tunisia, Venezuela and Yemen.
 - arising from legal or medical advice obtained without our knowledge and/or consent.
- 4.7.2** For ransom payments
- 4.7.3** Cyber Exclusion
- In no case shall this insurance cover loss, damage, liability or expenses directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

Insured Event Assistance

5 What applies to the provision of →assistance benefits?

- 5.1 The Assistance Company is responsible for deciding whether and in what manner to provide →assistance benefits together with the insured person and other parties concerned, e.g. the treating doctor and the policyholder. The →assistance benefits will be provided within a reasonable period. However, the Assistance Company is free to select the contractual partner it wishes to use for the purpose of providing the benefits.
- 5.2 →Assistance benefits may only be provided in consultation with the local authorities responsible for emergency measures. The Assistance Company cannot replace local aid, rescue and emergency organisations in any way, nor is it responsible for the measures undertaken by the local authorities.

6 Limitations of liability

We are not liable for the quality of the works carried out or services performed by third parties on behalf of the insured person or for losses incurred in connection with the use of third parties. We only provide agency services.

We are also not liable for the mistakes, negligence or consequential losses of an act that occur whilst carrying out claimed assistance services.

VII. Business Travel Health insurance (Health)

Scope of insurance Health

1 What is insured

The reimbursement of costs for treatments due to a →medical emergency incurred by the insured person during a business trip →abroad is particularly insured. The sums insured per benefit module stated in the →Contract apply.

2 Insured Benefits

2.1 Treatment costs →abroad

We assume the costs of medically necessary treatment as a result of the occurrence of a →medical emergency →abroad.

The insured event begins with the medical treatment and ends when, according to medical opinion, there is no longer any need for treatment. Your attention is drawn to Part IV, Clause 13.2.3 of the General Terms and Conditions (T&C).

If the treatment needs to be extended to an illness or the consequences of an →accident not causally connected to the one which was previously treated, a new insured event occurs in this respect.

The following are deemed to be medical treatment within the meaning of these terms and conditions

- Inpatient treatment; a guarantee to meet the →hospital's costs is provided in accordance with Part VI, Clause 3.2 of the Mobility Protect Assistance Conditions
- Surgeries
- Outpatient treatments
- X-ray diagnosis
- Medically prescribed radiation, light and other physical treatments
- Medically prescribed medication, remedies and bandages; food, nutritional supplements and cosmetic preparations are not deemed to be medication even if they are medically prescribed
- Medically prescribed aids used in the treatment of the →accident consequences or for restoring fitness to travel
- Aids that become necessary for the first time during the business trip; for example, walking aids or the hire of a wheelchair
- Pacemakers and prostheses: If these are required for the first time during the business trip and are necessary to ensure transportability
- Analgesic dental treatments (emergency treatment) including simple fillings and, in the event of damage to dental prostheses, measures for repairing the ability to chew and for the protection and preservation of the remaining dental matter

2.2 Treatment costs in the →home country

The costs of medically necessary treatment in the patient's →home country are also reimbursed if such treatment is the result of an insured event which occurs during a business trip →abroad.

Insurance cover exists analogously to the provisions in Clause 2.1 (with the exception of analgesic dental treatment), but no longer than for a period of 30 days after returning from the business trip.

The following are not assumed:

- rehabilitation or health spa costs
- care home accommodation costs

2.3 Hospital allowance →abroad

If the insured person receives medical inpatient treatment →abroad during a business trip as a result of a →medical emergency, we pay the insured hospital allowance. Follow-up treatment is deemed to be

medically necessary treatment; however, treatments or stays in sanatoriums and convalescent homes are not.

2.4 Convalescence allowance

If the insured person has a claim to hospital allowance in accordance with Clause 2.3 and they are unable to resume their employment →without delay after being discharged from inpatient treatment on the advice of the treating doctor, we pay the insured convalescence allowance. The relevant proof should ideally be submitted using our report form.

2.5 Costs for a test for infectious diseases

If the insured person is the victim of a violent and / or sexual assault during a business trip →abroad, we assume the costs incurred for a test for infectious diseases carried out →abroad.

The test must be carried out by a registered doctor, hospital or recognised testing centre within 60 days following the attack or criminal act.

Special Exclusions Health

3 Which exclusions apply?

In addition to the risks described in General Part IV, Clause 6 of the Mobility Protect Insurance Conditions, there is no insurance cover for:

- 3.1 Medical treatments or a support service to be provided for a medical treatment which the insured person already knew before the start of the business trip that it would have to be carried out during the business trip (e.g. dialysis).**
- 3.2 Treatment →abroad which was the sole reason or one of the reasons for undertaking the journey**
- 3.3 Treatment by relatives; however, substantiated material expenses will be reimbursed**
- 3.4 General check-up examinations and routine checks**
- 3.5 Examinations and medical treatment due to pregnancy as well as childbirth and termination of pregnancy unless these become necessary as a result of an unforeseen acute worsening of the health of the mother or of the unborn child**
- 3.6 Psychoanalytical and psychotherapeutic treatments**
- 3.7 Aids (e.g. prostheses, glasses, insoles, compression stockings and health requisites such as heat lamps and thermometers)**
- 3.8 Dental prostheses, pivot teeth, inlays, crowns and orthodontic treatment**
- 3.9 Treatment by practitioners of alternative medicine**
- 3.10 Expenses incurred by methods of treatment and / or medication which are not generally scientifically recognised either in the →home country or at the place where the insured person is staying**
- 3.11 treatments or other measures which exceed what is medically necessary. In such a case we are entitled to reduce the benefit by a reasonable amount.**

Insured Event Health

4 What applies to the provision of insurance benefits

We are only obliged to provide benefit if original invoices or copies endorsed by another insurer confirming that benefits have been provided are submitted and the requested evidence, particularly officially certified translations, has been provided. These documents become our property.

All documents must contain the forename and surname of the person receiving treatment, a description of the illness and the individual medical services with the dates of treatment. Receipts must indicate the medication prescribed, the price and confirmation of payment.

In the case of dental treatments, the evidence must include a description of which teeth were treated and the treatment carried out on them. Benefits provided or refused by the insurers specified in sentence 1 above must be substantiated.

We are entitled to provide benefits to the person delivering or remitting the proper evidence.

5 What must be observed in an insured event? (→obligations)

5.1 In addition to the →obligations set out in Part IV, Section 7 of the Mobility Protect T&C, the following →obligations apply:

5.1.1 The insured person or the policyholder must contact us or the assistant →without delay:

- Before the start of inpatient treatment, provided the insured person is in a position to do so and/or the policyholder is aware of the emergency. If it is not possible to notify us of →hospital treatment before it begins, we must be notified within 10 days of its commencement
- Before repatriation of the insured person.
- Before funerals →abroad or before repatriation in the event of death.

5.1.2 The insured person must have himself examined by a doctor appointed by us on request

5.1.3 You are obliged to present us with the original invoices or duplicates with proof of reimbursement from another service provider.

5.2 Consequences of breaches of →obligations

The consequences of breaches of →obligations can be found in General Part IV, clause 8.

VIII. Travel disruption insurance (Travel Disruption)

Scope of Insurance Travel Disruption

1 What is insured

Insurance coverage applies to all business trips booked in advance through a travel provider and undertaken by the insured person on behalf of the policyholder.

The insurance covers specific disruptions to the course of the trip, which are detailed in the following provisions. These include, in particular, events occurring before the start of trip (e.g. trip cancellation) as well as during the trip (e.g. trip interruption, flight or luggage delays, among others). The sums insured agreed in the →Contract shall apply in each case.

2 What benefits are provided

2.1 2.1 Cancellation before the start of the trip

If the insured person is unable to commence a pre-booked business trip due to one of the insured events listed below and it is not possible to replace the insured person with another suitable person, we will reimburse the cancellation costs incurred up to the amount stated in the →Contract .

Cancellation costs are those fees that are charged as a result of the trip not being taken in accordance with the contractual cancellation conditions.

Insured events

- 2.1.1 Death, serious accidental injury, unexpected serious illness or pregnancy complications of the insured person. The illness is unexpected if it occurs for the first time after the business trip has been booked.
- 2.1.2 Death, serious accidental injury or unexpected serious illness of a first-degree →family member of the insured person, the illness is unexpected if it occurs for the first time after the business trip has been booked.
- 2.1.3 An unexpected worsening of a pre-existing illness in accordance with subsections 2.1.1 and 2.1.2, provided that no treatment has been received in the six months prior to booking the business trip. Check-ups do not count as treatment.
- 2.1.4 Complications of pregnancy or premature birth of the insured person's spouse
- 2.1.5 Serious damage to the property of the insured person as a result of fire, explosion, natural hazard or criminal offence committed by a third party, provided that the presence of the insured person is necessary to assess the loss.
- 2.1.6 Serious damage to the company when decision-makers are travelling on business requiring their personal presence,
 - e.g. due to fire, explosion, natural hazards or criminal offences, or
 - the death or serious illness/injury with foreseeable →hospitalisation of more than 7 days of an employee or a colleague that requires the presence of the decision-maker on site.
- 2.1.7 A travel warning issued after booking by the Federal Foreign Office or a comparable official body for the country concerned.
- 2.1.8 An appointment to donate or receive organs and tissues in accordance with the Transplantation Act.
- 2.1.9 No previously known intolerance to prescribed vaccinations or prophylactic measures
- 2.1.10 Breakage of prostheses or loosening of implanted joints.
- 2.1.11 Adoption of a minor child.
- 2.1.12 A court summons as a witness or juror that cannot be postponed. This does not apply if attending the court hearing is part of your typical professional activities.

2.1.13 If your passport or identity card is stolen within 48 hours before the start of the business trip and a replacement document cannot be obtained in time. Prerequisite: The stolen document is absolutely necessary for the business trip.

2.1.14 Cancellation of employment by the insured person within 31 days before the start of the trip, irrespective of the date of departure

2.2 Trip cancellation, change of trip, rebooking of trip

If the insured person has to prematurely terminate, change or interrupt a business trip that has already commenced because one of the insured events listed below has occurred, we will reimburse the costs incurred as a result, provided these are not borne by third parties.

We will organise the return journey from →abroad in accordance with Part VI Clause 3.19 of the Special Terms and Conditions Assistance.

2.2.1 Insured costs

- Unused but contractually owed travel and accommodation costs.
Reimbursement shall be made on a pro rata basis according to the ratio of unused travel days to the originally booked total duration of the trip. The travel price includes all costs agreed in the travel contract for transport, accommodation, hire cars and other services included therein.
- Additional costs for rebooking or alternative return journeys.
If a means of →public transport is used that corresponds to the originally planned return journey on the most direct route available.

2.2.2 Insured events

- All events listed under 2.1.1 to 2.1.7
- Loss, theft or destruction of samples, demonstration equipment or prototypes required for business purposes, if this makes it objectively impossible to continue the business trip.

2.3 Flight delay, flight cancellation, flight overbooking or missed connecting flight

If there are significant disruptions to a booked and confirmed flight, we will cover proven additional costs for:

- Meals
- Accommodation (hotel costs)
- Transfer to and from the airport

The prerequisite for a benefit is that

- The flight is delayed by more than 4 hours compared to the originally planned arrival time, or
- The flight is cancelled by the airline, or
- The flight cannot be taken as planned due to overbooking and a replacement flight is not available within 6 hours of the originally scheduled departure time, or
- The connecting flight is missed due to a delayed arrival of the previous flight and an alternative flight is not available within 6 hours of the originally scheduled departure time.

2.4 Missed journey due to a delay of a →public or private means of transport on the way to the airport, seaport or railway station

If the insured person is unable to commence their booked business trip because a →public or private means of transport is delayed on the way to the place of departure due to a traffic →accident, we will reimburse the costs incurred as a result for:

- meals
- accommodation
- Transfer to or from the airport, seaport or railway station

Prerequisite for the benefit:

- The delay is the direct result of a traffic →accident in which the means of transport used was directly involved.
- The affected connection was necessary in order to reach the planned departure point on time

- The journey could not be started as planned for this reason.

2.5 Travel disruption as a result of a →terrorist attack or a →piracy event

If the planned realisation or continuation of the trip is prevented due to a →terrorist attack or a →piracy event in connection with the use of →public transport, we will assume the costs incurred as a result of this:

- Onward or return journey (→travel costs)
- accommodation
- catering
- Transfer from us to the nearest airport, railway station or seaport

2.6 Delayed baggage on the outbound flight

If the insured person's checked baggage does not arrive at the scheduled destination within 6 hours of arrival, we will cover the proven costs for the necessary replacement of clothing, toiletries and other necessary everyday items that were in the checked baggage and were absolutely essential for the proper execution of the business trip before the baggage arrived (e.g. chargers for laptops or telephones, but not electronic devices such as laptops or mobile phones, tools or special equipment) and were not otherwise available (e.g. on hire from the hotel or business partner).

If the delayed →luggage has not yet arrived after a stopover with at least one overnight stay before an onward journey, we will also cover the proven costs of a travel bag or suitcase (simple standard models, no luxury brands) for the further transport of the insured person's →luggage.

Prerequisite for the benefit:

- The purchases are made within 3 days of the insured person's arrival at their destination
- The costs are incurred before the delayed →luggage arrives.

2.7 Return transport of a motor vehicle

If, due to a →medical emergency on a business trip, the insured person is unable to return the vehicle (car) used by him privately or on business to his →place of residence, we will cover the costs of a replacement driver from the same →home country to drive the motor vehicle to the insured person's →place of residence.

We will reimburse the costs of

- a taxi if the distance is less than 30 kilometres
- a train ticket (2nd class) if the distance is longer than 30 kilometres
- for a flight ticket (economy class) if a train journey would take longer than 5 hours

2.8 Cover of the excess for rental vehicles

If a rented vehicle (car) belonging to the insured person is damaged or destroyed during a business trip as a result of an →accident, theft or other damage, we will cover the contractually agreed excess from the fully comprehensive insurance up to the amount of the excess stated in the rental conditions, up to a maximum of the agreed sum insured.

Prerequisites for the benefit:

- There is a proper rental contract with an authorised car rental company
- The rental period is a maximum of 30 consecutive days
- A third party is not obliged to pay, disputes its →obligation to pay or its payment is not sufficient to cover the costs.

Special Exclusions Travel Disruption

3 In which case is the insurance cover excluded?

In addition to the risks described in General Part IV, Clause 6 of the Mobility Protect Insurance Conditions, there is no insurance cover for:

3.1 Insured events,

- caused by gross negligence on the part of the insured person, or
- which occur due to pregnancy within a period of eight weeks before the expected date of birth
- for business trips to or through a country if a travel warning for the country to be travelled to had already been issued by the Federal Foreign Office (or a comparable authority/foreign ministry) at the time of booking.

3.2 There is also no insurance cover for benefits in accordance with paragraph 2.3:

- if the delay or cancellation of a connecting flight is due to a strike or →civil war of which the insured person was aware or could have been aware prior to departure
- in the event of temporary or permanent confiscation of the aircraft by the aviation authorities, the airport authorities or a similar authority in the respective country.

3.3 There is also no insurance cover for benefits in accordance with clause 2.8 for:

- Damage caused by an unauthorized driver
- Damage caused by wear and tear, freezing or mechanical or electrical failure
- Brake, operational and pure breakage damage
- Towing and/or recovery costs
- Service fees charged by the car rental company in the event of damage
- Damage that is reported to us after the expiry of 30 working days following the occurrence of the damage
- Damaged or destroyed tires
- Damage caused directly or indirectly by earthquakes, acts of war, civil unrest or government measures
- driving without a valid driver's license

Insured Event Travel Disruption

4 What must be observed in an insured event? (→obligations)

4.1 In addition to the →obligations set out in Part IV, Section 7 of the Mobility Protect T&C, the following →obligations apply:

- the relevant booking office or travel company must be informed of the cancellation, trip interruption or trip modification as early as possible
- booking documents and cost invoices must be submitted to us
- medical certificates regarding illnesses, →accidents, death, immunisation intolerances, pregnancy, certificates from a police station, the non-postponable summons to appear in court or other proof of the cause of the damage must be submitted to us
- to take all possible and reasonable measures to recover the baggage as quickly as possible, especially in the event of a baggage delay, and to submit written confirmation from the airline of the reasons for the baggage delay

4.2 Consequences of breaches of →obligations

The consequences of breaches of →obligations can be found in General Part IV, clause 8.

IX. Luggage Insurance (→Luggage)

Scope of Insurance →Luggage

1 What is insured?

- 1.1 The insurance covers all your baggage carried or checked in on business trips, including all items rented or borrowed for the business trip. This applies up to the agreed sum insured.
- 1.2 →Luggage includes:
- Your travel requirements for the respective business trip.
 - Gifts.
 - Travel souvenirs.
 - Sports equipment.

2 What is not insured or only insured to a limited extent?

2.1 Valuables and cash are insured to a limited extent.

2.1.1 Valuables are deemed to be

- watches, jewellery, dental gold, objects made of precious metals, precious stones
- Hi-fi equipment, such as radios, photo and video cameras, portable video systems, televisions, music and movie players
- Cell phones/smartphones
- IT equipment e.g. computers, laptops, tablets, printers, games consoles (each with accessories)
- Furs, musical instruments, glass and porcelain, hand-knotted carpets
- →keys
- Identity documents, e.g. identity card, passport, driving license

2.1.2 Valuables and cash are only insured if they are

- carried or used as intended or if they are locked in a fixed, locked container (example: safe) or if they are kept safely in personal custody.
- are handed over to an accommodation facility or a guarded checkroom for safekeeping or are otherwise supervised.

Supervision is only deemed to be the permanent presence of the insured person or a trusted person appointed by him/her at the object to be secured, but not, for example, the guarding of a place open for general use

2.1.3 Other restrictions:

- Valuables and cash are expressly not insured in unattended motor vehicles, trailers, mobile homes, caravans, water sports vehicles, tents and in checked baggage.
- In all other cases, they are insured up to a total of 50% of the sum insured
- Gifts and souvenirs are insured up to a total of 10 % of the sum insured.

2.2 The insurance does not cover

- Damage caused by forgetting; leaving lying, hanging or standing; losing
- spectacles; contact lenses; hearing aids and prostheses
- objects used in the exercise of a craft activity, e.g. tools
- Securities and documents of all kinds with the exception of official ID cards and visas
- Coins, checks, securities, telephone cards, stamps, coupons and vouchers, medals
- Items with a predominantly artistic or collector's value, e.g. collections, paintings and antiques (items older than 100 years), tapestries
- Land, air and water vehicles, incl. hang gliders, paragliders and parachutes, wave boards and sailing/surfing equipment, in each case with accessories (also trailers and outboard motors, car telephones)

- tickets, certificates and documents of all kinds
- Manuscripts, drawings, drafts, sample collections and merchandise.
- Weapons of any kind including accessories
- Consumer goods, e.g. cosmetics, foodstuffs, luxury foods and medicines
- Objects e.g. works of art, plants that may not be acquired or imported/exported due to species protection, import/export or other regulations

2.3 →Luggage in motor vehicles

→Luggage is insured in a parked and locked motor vehicle during the day between 6 a.m. and 10 p.m. in the same way as →luggage. Between 10 p.m. and 6 a.m., insurance cover is provided if the journey is interrupted for a maximum of two hours. The motor vehicle also includes locked →luggage boxes permanently attached to it

3 When and for what is insurance cover provided?

3.1 We will indemnify you if your →luggage is lost, damaged or destroyed during the business trip as a result of:

- crime committed by a third party, provided it is →robbery, theft, burglary or →vandalism (clause 3.3 applies to cash).
- →accident involving the insured person or the means of transportation.
- explosion, implosion, blaze (i.e. a fire that has started without an intended source or has left it and is able to spread under its own power), fire or natural hazards.
- Impact of an aircraft or parts of its cargo
- weather and natural hazards, provided the →luggage is damaged by hail, lightning, landslide, flood, avalanche, storm (wind force 8 or more).
- tap water (exception: cash) i.e. water that has escaped improperly from:
 - supply/drainage pipes of the water supply and associated equipment and hoses
 - hot water/steam heating, air conditioning, heat pump, solar heating systems
 - Sprinkler or sprinkler systems

3.2 We will indemnify you if your checked baggage is lost or damaged. The prerequisite is that the baggage is in the custody of a carrier:

- A transport company.
- An accommodation provider.
- A →luggage storage facility

For cash or valuables, clause 2.1.2 applies

3.3 Cash insurance

Cash is insured if it is robbed, extorted or stolen during a burglary or if the insured person is forced to withdraw cash from an ATM or bank counter under threat of violence. We will reimburse you up to the maximum amount stated in the →Contract .

3.4 Unauthorized use of bank/credit cards,

if these are stolen or lost on a business trip and used by third parties without authorization. We will reimburse you up to the maximum amount stated in the →Contract . Claims for reimbursement against banks or credit card companies take precedence.

3.5 Unauthorized use of SIM cards,

if these are used by third parties without authorization following the theft or →robbery of the cell phone during a business trip

4 What benefits are provided?

4.1 The insured benefit for each insured item may amount to a maximum of 35% of the insured sum for →luggage.

4.2 In an insured event, we reimburse:

- 4.2.1 in accordance with Clauses 3.1 and 3.2
- for destroyed or lost property: the replacement value for new property of the same type and value if it can be proven that the property has been replaced
 - for damaged and repairable property: the necessary repair costs and if applicable a permanent depreciation subject to this being no greater than the replacement value
 - for films, tape carriers, sound carriers and data carriers: the material value
 - for →keys: the replacement costs, but not the costs for changing locks
 - for identity papers: any official charges incurred for the documents being reissued, see also Part VI, Clause 3.22 of the Mobility Protect Assistance Conditions

Replacements and repairs must be carried out within one year following the loss event.

4.2.2 in accordance with Clause 3.3 the cash stolen from the insured person

4.2.3 in accordance with Clause 3.4 the financial losses suffered by the insured person from the time that the theft / loss was first noticed until the credit card is cancelled (up to a maximum of 48 hours) unless the bank provides compensation

4.2.4 in accordance with Clause 3.5 the financial losses suffered by the insured person from the time of the theft until the SIM card is blocked (up to a maximum of three days)

Special Exclusions →Luggage

5 When is there no insurance cover?

In addition to the risks described in General Part IV, Clause 6 of the Mobility Protect Insurance Conditions, there is no insurance cover for damage:

- 5.1 to property that was left unattended by the insured person at a publicly accessible place, even if this was only for a short time**
- 5.2 to property that was left on or in unlocked motor vehicles, boats or tents**
- 5.3 caused by seizure, confiscation or other official intervention**
- 5.4 caused by the theft and →vandalism of and to cash**
- 5.5 caused by loss including e.g. leaving property behind, abandonment, leaving property hanging or dropping**
- 5.6 caused by:**
- the natural condition or defects of the insured property
 - wear and tear
 - dents and scratches
 - dyeing and cleaning processes
 - insects or vermin
- 5.7 which concern breakable or brittle items unless the damage occurred as a result of a transport →accident**
- 5.8 which arise as a result of wilful intent in bringing about the insured event. If the insured event was caused by gross negligence, we may reduce our benefits in accordance with the severity of the fault. Unless proof is provided that the insured event was not caused by gross negligence. Gross negligence also includes, for example, clearly visible abandonment in a locked or open vehicle.**

Insured Event →Luggage

6 What must be observed in an insured event? (→obligations)

6.1 In addition to the →obligations set out in Part IV, Section 7 of the Mobility Protect T&C, the following →obligations apply

6.1.1 You are obliged to submit booking documents for the trip to us.

6.1.2 You must report any damage caused by criminal acts to the relevant local police station →without delay. If this is not possible, the report must be made to the nearest available police station. You must enclose a list of all lost property with the report. Have this confirmed. You must submit a certificate to us.

6.1.3 You are obliged to report damage to checked baggage to one of these offices →without delay, at the latest within 24 hours:

- The carrier.
- The accommodation provider.
- At the left →luggage office.

You must report any damage that is not visible from the outside in writing as soon as you discover it. You must ask the carrier to inspect the damage and provide written confirmation. You must do this within the applicable complaint period, and no later than seven days after you receive your baggage. You must send us the inspection certificate and any relevant supporting documents.

6.1.4 Claims for compensation against third parties, e.g. rail, post office, shipping company, airline, innkeeper, must be asserted in due form and time or it must be ensured in some other way that these are transferred to us.

6.1.5 Upon request, a damaged item must be sent to us at your expense by registered mail with return receipt or as an insured package with shipment tracking.

6.1.6 In the case of insured items that have been recovered, you are obliged to

- notify us of the whereabouts or recovery of the items →without delay
- repay any compensation paid within two weeks or hand over the recovered property and transfer the ownership rights.

6.1.7 All necessary documents must be sent to us at your expense, in particular

- police certificates
- confirmation of loss from the transportation company or accommodation provider
- original invoices for replacement or replacement purchases

6.2 Consequences of breaches of →obligations

The consequences of breaches of →obligations can be found in General Part IV, clause 8.

X. Travel Personal Liability Insurance (Personal Liability)

Scope of Insurance Personal Liability

1 What is insured?

Insurance cover exists if a compensation claim is made against the insured person by a third party during a business trip →abroad as a result of a loss event.

The insurance cover includes liability for:

- bodily injury: death, injury or damage to the health of persons
- property damage: damage to or destruction of property)

The prerequisite is that the claim is based on statutory liability provisions under private law.

2 What is covered?

2.1 Insured risks

The insurance covers the statutory liability of the insured person as a private individual when travelling on business, in particular from the risks of everyday life. This includes, among other things

- 2.1.1 From the duty of supervision as head of the family or household (e.g. in the case of minors)
- 2.1.2 As a cyclist
- 2.1.3 When practising sport (with the exception of the risks mentioned in section 5.3)
- 2.1.4 As a temporary tenant of accommodation for residential purposes (e.g. hotel rooms, flats) as part of a business trip

The insurance covers damage to

- Permanently installed fixtures and fittings in the rented accommodation (e.g. doors, floors, sanitary facilities)
- Movable objects within the accommodation (e.g. furniture, electrical appliances)

2.2 Non-insured or limited insured risks

There is no insurance cover for liability claims arising from

- Exercise of a profession, trade, office or honorary position
- Unusual or particularly dangerous activities
- The exercise of activities in organisations, associations or comparable associations

3 Motor vehicles, aircraft and watercraft

3.1 Not insured

The insurance does not cover the liability of the insured person as the owner, proprietor, keeper or driver of a

- **motor vehicle**
- **aircraft**
- **watercraft**

if the damage was caused by the use of one of these vehicles.

3.2 Insured vehicle use

However, the liability arising from the use of the following vehicles is insured, provided there is no statutory insurance →obligation:

- Model aircraft, hang gliders, unmanned balloons,
 - which are powered neither by engines nor by propellants

- whose flight weight does not exceed 5 kg
- water sports vehicles,
 - excluding your own sailing boats and your own or third-party motorised water sports craft (including auxiliary or outboard motors)

4 What benefits are provided?

4.1 Type of benefits

The insurance cover includes

4.1.1 Investigation of the question of liability

4.1.2 Defence against unjustified claims for damages

4.1.3 Indemnification of the policyholder from justified compensation → obligations if these are based on the law, a legally binding judgement, acknowledgement or settlement and we are bound by these. Acknowledgements and settlements made or concluded by the insured person without our consent shall only bind us insofar as the claim would also have existed without acknowledgement or settlement.

If the insured person's → obligation to pay compensation has been established with binding effect for us, we must indemnify the policyholder against the third party's claim within two weeks.

4.1.4 Assumption of costs for the defence in criminal proceedings in accordance with the statutory fees or, if agreed separately with us, the higher costs of the defence lawyer, if a liability claim covered by the insurance is the basis of the claim.

4.1.5 Provision of security, if required by law or if the avoidance of the enforcement of a court judgement is waived by the provision of security or deposit.

4.1.6 Conducting a legal dispute on behalf of the insured person if an insured event results in a legal dispute about the claim between the insured person and the injured party or their legal successor. We will bear the costs of the legal dispute.

4.2 Amount of benefits

4.2.1 Maximum limit per loss event

4.2.1.1 Our indemnity payment is limited to the agreed sums insured for each insured event. This also applies if the insurance cover extends to several persons liable to pay compensation.

Several temporally related losses from the same cause are deemed to be one loss event.

The total benefit for all insured events in an insurance year is limited per insured person to twice the agreed sum insured.

4.2.1.2 The expenses for costs in accordance with clause 4.1.6 shall not be offset as benefits against the sum insured unless the legal dispute takes place in the United States of America (USA) or Canada.

If the justified liability claims arising from an insured event exceed the sum insured, we shall bear the legal costs in the ratio of the sum insured to the total amount of these claims.

In such cases, we are entitled to exempt ourselves from further benefits by paying the sum insured and a share of the costs incurred up to that point corresponding to the sum insured.

4.2.1.3 If the insured person has to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the residual amount of the sum insured remaining after deduction of any other benefits from the same insured event, the annuity to be paid shall only be reimbursed in the ratio of the sum insured or its residual amount to the capital value of the annuity.

When calculating the proportional value, the capital value of the annuity and the amount of cover shall be determined in accordance with the business plan declaration submitted to the competent supervisory authority.

4.2.2 Limitation in the event of additional costs caused by the insured person

If the settlement of a liability claim demanded by us through acknowledgement, satisfaction or settlement fails due to the behaviour of the insured person, we shall not be liable for the additional costs of compensation, interest and costs incurred from the time of refusal.

4.3 Other liability insurance

In accordance with Part IV, Section 9 of the Mobility Protect Terms, any other existing insurance cover takes precedence over this travel personal liability insurance.

Special Exclusions Personal Liability

5 When is there no insurance cover?

In addition to the risks described in General Part IV, Clause 6 of the Mobility Protect Insurance Conditions, no insurance cover for exists for liability claims:

- 5.1 that the insured person has caused in the context of their professional, operational or commercial activity**
- 5.2 if they exceed the scope of the insured person's statutory liability due to the contract or express commitments**
- 5.3 arising from losses as a result of**
 - hunting
 - participating in horse, bicycle or motor vehicle racing, boxing or wrestling or the preparation for such events (training)
 - the practice of extreme sports
- 5.4 insured events experienced by →family members of the insured person who live with the insured person in a common household or who are co-insured persons in accordance with the insurance contract.**

Relatives are deemed to be spouses, parents and children, adoptive parents and children, parents-in- and children-in-law, step-parents and step-children, grandparents and grandchildren, siblings, foster parents and foster children (persons who are associated with each other in a long-term family-like relationship such as that of parents and children).

- 5.5 between several persons insured under the same insurance contract**
- 5.6 between several co-insured persons under the same insurance contract**
- 5.7 against the policyholder**
- 5.8 losses as a result of losing items**
- 5.9 by legal representatives of parties without legal capacity or of parties with restricted legal capacity**
- 5.10 due to losses to third party property and all pecuniary losses resulting from such property losses if the insured person has rented, leased, borrowed such property or has acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody**

However, damage to rented rooms / houses and their fixtures and fittings is included in accordance with Clause 2.1.4 (damage to rented property). The following remain excluded:

- Liability claims for wear and tear and excessive use
 - Damage to heating systems, machinery, boiler systems and hot water systems, electrical and gas appliances
 - Damage due to the formation of mould
 - Liability claims which are covered by the waiver of regress under the fire insurers' agreement for comprehensive loss.
- 5.11 which are attributable to asbestos or substances or products containing asbestos**
 - 5.12 which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser radiation**

- 5.13** caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such
- 5.14** arising from material damage caused by:
- the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc.)
 - sewage, sponge formation, subsidence of land (including a structure erected upon it or a part of such), caused by landslides, tremors resulting from pile driving, caused by flooding of standing or flowing bodies of water
 - damage to fields caused by grazing cattle or game
- 5.15** resulting from the exchange, the transmission or the provision of electronic data as long as this relates to
- the deletion, suppression, destruction or modification of data
 - the non-recording or failed saving of data
 - the disruption of access to the electronic data exchange
 - the transmission of confidential data or information
- 5.16** resulting from losses arising from the infringement of personality rights or name rights
- 5.17** resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination
- 5.18** resulting from bodily harm arising from the transmission of an illness suffered by the insured person
- The same applies to property damage and all pecuniary losses resulting from such caused by the illness of animals owned by the insured person which are either kept or sold by them.
- In both cases, insurance cover exists if the insured person proves that they acted neither intentionally nor grossly negligently.
- 5.19** We do not assume fines and penalties (judicial, administrative and contractual)
- 5.20** caused by losses as the keeper or carer of dogs, cattle, horses, other riding and draught animals, wild animals and animals kept for commercial or farming purposes

Insured Event Personal Liability

6 What must be observed in an insured event? (→obligations)

6.1 In addition to the →obligations set out in Part IV, Section 7 of the Mobility Protect T&C, the following →obligations apply

6.1.1 Notification of loss

We must be informed of every insured event →without delay, even if no claim for compensation has yet been made.

You or the insured person must also inform us →without delay if a liability claim is brought against the insured person or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or the dispute is announced to the insured person by a court.

6.1.2 Default summons / orders

You must enter an objection or any otherwise necessary legal challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from us are not necessary.

6.1.3 Conduct of litigation

If a liability claim against the insured person is brought before a court, then they must allow the litigation to be conducted by us. We will instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer full authority and must provide all required information and requested documents.

6.1.4 Authorisation

- 6.1.4.1 We are deemed to be authorised to make any declarations on behalf of the insured person which appear to us to be appropriate for the settlement or defence of the claim.
- 6.1.4.2 If the insured person is granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then they are obliged to allow us to exercise this right on their behalf.

6.2 Consequences of breaches of →obligations

The consequences of breaches of →obligations can be found in General Part IV, clause 8.

XI. Applicable law and jurisdiction

This contract is governed by the laws of Swedish and will be subject to the exclusive jurisdiction of the Courts of Sweden.

XII. Privacy Notice

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it.

This information will include basic contact details such as your name, address and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. You can ask us for a copy of the privacy policy at any time by contacting us at dualeurope_compliance@dualgroup.com.

All personal data sent to the Insurer will be treated in accordance with all applicable laws and regulations and in accordance with the privacy policy available at www.axiscapital.com/who-we-are/about-axis/privacy-policy

The Insured may also contact the Insurer's personal data protection officer to request a copy of the full privacy policy:

by e-mail: dpo@axiscapital.com

by post: **The Data Protection Officer**

AXIS Specialty Europe SE

52 Lime Street,

London EC3M 7 AF

XIII. Handling complaints

For any request or Claim relating to a dispute between the Insured and the Insurer, concerning the conclusion or performance of the Contract, including the settlement of a Claim, the Insured must first contact the **Customer Complaints Department** by writing to the following address:

DUAL Sweden AB
Birger Jarlsgatan 6
114 34 Stockholm
Sweden

complaints@dualgroup.com

The complaint will be acknowledged, in writing, within **5 (five) business days** of the complaint being made.
A decision on the complaint will be provided, in writing, within **8 (eight) weeks** of the complaint being made.

Should the Insured remain dissatisfied with the final response or if they have not received a final response within **8 (eight) weeks** of the complaint being made, they may be eligible to refer their complaint to one of the following bodies:

The National Board for Consumer Disputes (ARN)

Box 174
101 23 Stockholm
Sweden

Tel: +46 8 508 860 00
Website: www.arn.se

The Swedish Consumers' Insurance Bureau (Konsumenternas Försäkringsbyrå)

Box 24215
104 51 Stockholm
Sweden

Tel: +46 8 22 58 00
Email: konsumenternas@konsumenternas.se
Website: www.konsumenternas.se

The complaints handling arrangements above are without prejudice to the Insured's right to commence a legal action or an alternative dispute resolution proceeding in accordance with their contractual rights. The Insured is entitled to institute a Claim in the district court of their place of residence in Sweden if they are Swedish resident and a Policyholder, Insured or beneficiary under this insurance contract. Such Claim may be instituted within **three years** after receiving written information on the final response.

XIV. Service of suit and jurisdiction clause

The Insurer agrees that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this Insurance will be properly served if addressed to them and delivered to them care of:

AXIS Specialty Europe SE
6th floor
20 Kildare Street
Dublin 02
D02 T3V7
Ireland

<https://www.axiscapital.com/>

who in this instance, have authority to accept service on their behalf.

The Insurer by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Ireland.

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