

FAS PLUS

INSURANCE FOR FEE-PAYING STUDENTS

Insurance terms and conditions, 1 July 2021



KAMMARKOLLEGIET

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1 Scope, definitions and deductible

1.1 To whom does the insurance apply?

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

1.2 Where and when does the insurance apply?

Group insurance covers direct travel between Sweden and the country where the insured is resident at the start and end of the studies. It is valid around the clock in Sweden for the duration of the studies. The insurance is valid during the study period in accordance with LADOK or equivalent system. It also applies two weeks before the studies/internship start and two weeks after the studies/internship if the insured is in Sweden.

The insurance is also valid during holidays, if the insured continues to study at the university or college after the holiday.

1.3 Deductible

The insurance applies without any deductible with the exception of clause 2.4 Property cover, where the deductible is SEK 1,500 and clause 2.6 Legal costs, where the deductible is calculated according to the method specified in that clause.

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2 Insurance cover

2.1 Disability and death benefits

In the event of an accident that leads to medical disability, a lump sum is paid pro rata to the degree of medical disability. In the case of medical disability of less than 50 per cent, the lump sum is calculated on 10 base amounts. For medical disability of 50 per cent or more, the lump sum is calculated on 20 base amounts. If the accidental injury leads to death within three years, 1 base amount is paid to the estate.

No compensation is given for scars.

In calculation, the base amount in the year of death is used. Where appropriate, what has been paid as a lump sum for disability is deducted from the lump sum in the event of death.

2.1.1 Rules in the event of assault

Assault must be immediately reported to the police. The insured shall produce evidence that a police report has been made.

The insured shall observe normal caution, i.e. if possible avoid dangerous areas and situations and otherwise do what may reasonably be expected in order to avoid being the victim of assault. In the event of negligence, compensation is normally halved, unless the circumstances of the incident indicate that the negligence was very minor or had no significance for the insurance claim. In the event of gross negligence, the right to compensation may be lost. The same applies if the insured was under the influence of alcohol, sleeping pills, narcotics or other intoxicant or committed a deliberate criminal act that could lead to at least a fine under Swedish law.

2.2 Medical and dental care cover

The insurance compensates necessary, reasonable and documented costs for emergency medical or dental care when the insured has suffered illness or accident during the insurance period. For each event, compensation is paid for such costs during a period of up to 90 days from the first contact with the care provider. There is no upper limit to the amount of insurance cover for emergency medical care. For emergency dental care, compensation is limited to maximum of SEK 3,000 per calendar year.

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In case of pregnancy, costs are compensated for emergency care for the insured in connection with delivery, miscarriage or other serious complications before the end of the 28th week of pregnancy (27+6). In such cases, compensation can be paid for medical care for both mother and child for more than 90 days. After the 28th week of pregnancy, no costs of pregnancy or childbirth are reimbursed.

Medical care and dental care must always be documented by receipts or other documents to verify the costs. The insurance only covers medicines that are prescribed by a doctor.

2.2.1 Exceptions

The insurance does not cover visits to a doctor with symptoms or illnesses that the insured had before travelling to Sweden. If the insured's condition rapidly worsens during his or her stay in Sweden, the insurance covers medical care until the condition is stabilised.

The insurance does not cover additional costs in connection with medical or dental care. Examples of such additional costs include taxi fares, cost of rebooking tickets etc.

The insurance does not cover health examinations, eye examinations, glasses, abortion, contraceptives, prescriptions for planned medication, vaccination, planned checks during pregnancy and other planned medical/dental care. Testing for sexually transmitted diseases, without symptoms or indication of actual infection, is not covered.

Treatment by a chiropractor, naprapath or physiotherapist is only covered if there is a referral from a qualified doctor.

Invoices from hospitals etc. shall always be issued to the insured, never to Kammarkollegiet.

2.3 Home transport cover

The insurance cover necessary and reasonable additional costs for transport to the home country of the insured due to serious illness or extensive injury during the insurance period. The same applies to repatriation of the deceased in the event of the insured's death.

An assessment of whether a home transport is necessary shall always be made by the doctor who is giving treatment together with Falck Global Assistance or Kammarkollegiet. Costs of repatriation organized by anyone other than Falck Global Assistance or Kammarkollegiet will not be covered.

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If Falck Global Assistance recommends repatriation and the insured does not agree to this, Kammarkollegiet may decline to reimburse continuing care in Sweden for the illness/injury in question.

The insured shall not contact Falck Global Assistance directly, but shall first contact Kammarkollegiet.

2.4 Property cover

Compensation is paid for damage to or loss of the insured's property, brought with them or acquired during travel, up to a maximum of SEK 25,000 per claim. The property must belong to the insured, i.e., not be rented or borrowed. The property cover is valid throughout the insurance period. The deductible is SEK 1,500 per claim.

Limitations within the stated sum insured:

- property prone to theft, see below, maximum SEK 15,000,
- valuable documents (tickets, passport etc.) maximum SEK 10 000 and
- cash maximum SEK 3,000.

Property prone to theft:

- objects partly or wholly made of precious metal, genuine pearls or gemstones,
- wristwatches
- cameras, binoculars, musical instruments, mobile telephones and other electronic communication equipment, GPS equipment, computers, tablets, loudspeaker systems, TV sets, video games and parts and accessories for the items listed above.

The insurance covers compensation for necessary and reasonable additional costs directly incurred due to a reimbursable damage, up to SEK 3,000. Examples of such expenses are:

- telephone expenses to block account cards/bank cards/credit cards
- travel costs to file a police report, obtain a new passport or new visa
- new keys/new lock to the insured's private residence or private vehicle.

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The insurance does not cover:

1. Damage to or loss of cash, travel documents, objects partly or wholly made of precious metal, genuine pearls and gemstones, cameras, mobile telephones, tablets, computers or other electronic equipment and their accessories, alcoholic drinks or other fragile property or property prone to theft if such property is handed over for transport or storage in another way.
2. Functional faults arising without any connection with a sudden and unforeseen and external damage event. Damage or functional faults caused by climate or environmental effects (e.g., damp, effects of sand, rust or dirt).
3. Damage caused by wear and tear, surface damage such as dents and scratches that do not significantly influence the usefulness of the object.
4. Damage or loss that can be compensated through other insurance, a transportation company, hotel etc.
5. Damage to sports equipment during use.
6. Damage to or loss of motor vehicle, boat, aircraft, caravan or trailer, home removals or animals.
7. Purchases, withdrawals or use with the aid of stolen, copied or lost debit cards, credit cards, SIM cards etc.
8. Apps or media files for computers, mobile telephones, tablets etc.
9. Property that belongs to a Swedish educational institution (Swedish authority), a foreign educational institution, a company or another juridical person.
10. Property that has been left behind, lost or mislaid, even if this is later stolen.
11. Costs incurred due to stolen ID or fraud.

2.4.1 Note

Fragile items or property that is prone to theft must be carried as hand baggage. The insured should be aware that theft may occur from locked bags that have been checked in. Kammarkollegiet assumes the ownership rights to lost property that is compensated by Kammarkollegiet. If property that has been compensated should be found or recovered, the insured must inform Kammarkollegiet of this.

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2.4.2 Instructions

Assaults must be reported to the police without undue delay. If the insured has failed to do so, the right to compensation will be entirely lost. Theft in a hotel must also be reported to the hotel. Damage to or loss of transported baggage must be reported to the transportation company. As a first step, the hotel's or transportation company's liability, obligations or offers must be requested and used.

2.4.3 Duty of care

The insured shall observe normal care, i.e. handle and store the property in a satisfactory way and otherwise do what may reasonably be expected to avoid theft or other damage. All windows and doors must be closed and locked if nobody is in. For example, leaving money in a hotel room, leaving a bag or technical equipment unattended or leaving property that is prone to theft in a car would normally be considered negligent. If the insured is in a hotel, money, valuable documents and travel documents must be locked in a safe, deposit box etc.

In the event of negligence, compensation is normally halved, unless the circumstances indicate that the negligence was very minor or had little significance for the insurance claim. The same applies if the insured failed to try to mitigate the damage. If the negligence is especially serious, for example if a bag has been left unattended in a restaurant, hotel lobby or hotel breakfast room, the right to compensation may be lost in full.

2.4.4 Compensation and valuation rules

In the case of damage to property, documented repair costs are compensated up to the value of the property before it was damaged.

In the case of loss, compensation is paid for the value of the property before it was lost. Valuation does not take into account sentimental value, i.e., the insured's own feelings about the property.

The insured must be able to document the property with a receipt or other document showing the purchase.

Property is covered as follows:

A. New property – when less than a year has elapsed since the date of purchase. 100% compensation for equivalent new property is paid.

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B. Older property – when more than a year has elapsed since the date of purchase. Compensation, with a deduction of a percentage of the present price of equivalent property as stated in the table below, is paid.

No compensation is given for property more than 6 years old. However for clocks and watches that are more than 6 year's old, 20% of the value is paid.

C. For consumables such as cosmetics, perfume, medicines, hygiene articles and underwear, compensation of 50% of the price for a new replacement is paid. The same applies to property for personal use or without second-hand value.

D. For property that does not appear in the table below, the value of the item before damage or loss is the cost of replacement less a deduction for age and use. The deduction for age and use is ten per cent per year starting one year after the date of purchase, although not more than 70%.

E. For precious metal, genuine pearls and gemstones, 100% of the value of equivalent property is paid.

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Compensation as a percentage of current price/value:

	Age					
Item	0-1 year	1-2 years	2-3 years	3-4 years	4-5 years	5-6 years
Spectacles	100	60	50	40	20	20
Clocks/watches	100	85	75	65	55	40
Cycles	100	85	65	55	45	40
Skiing and golf equipment	100	85	65	50	40	20
Cameras	100	75	65	50	40	30
Stereo, TV	100	75	65	50	40	30
Mobile phones, Headphones, speakers	100	60	55	40	30	20
Computers	100	60	55	40	30	20
Clothing, shoes, boots, travel bags, handbags, wallets, rucksacks, sun glasses	100	60	50	40	30	20

Compensation is paid for second-hand equipment purchased on blocket.se, tradera.se or similar websites up to a maximum of SEK 2,000.

2.5 Liability cover

2.5.1 Scope

Liability cover with the insurance applies to:

- Claims for damages against the insured as a private individual
- Claims for damages against the insured party as a student or trainee on internship
- Claims for damages that are directed against the insured in the relationship between the insured as tenant and a landlord

The insurance covers damage that occurs during the insurance period caused by the insured due to negligence or for which the insured is strictly liable according to pre-contractual right to compensatory damages.

2.5.2 Exceptions

The insurance does not cover:

- Damage caused to some extent intentionally or due to gross negligence by the insured
- Claims for damages against the insured as an entrepreneur
- Family disputes such as divorce, custody dispute, inheritance dispute etc.
- Undertakings by the insured that exceed the prevailing right to damages
- Claims for damages against the insured as the owner, user or driver of a motor vehicle, boat or aircraft,
- Claims that are covered by an employer's principal liability and
- Claims arising as a result of the insured committing an offence for which, under Swedish law, imprisonment is a possible sanction.

The insurance does, however, apply to claims for damages from someone other than the vehicle owner or hirer against the insured as the driver of a rented or borrowed vehicle, to the extent that the claim is not covered by applicable motor vehicle or corresponding insurance.

Note

The insurance only provides compensation for damages. As such, it does not cover fines or penalties.

2.5.3 Claims regulation

If the insured receives a claim for damages because of an incident that has occurred during the insurance period, Kammarkollegiet undertakes to do the following for the insured:

- investigate whether liability exists,
- negotiate with the other party,
- represent the insured in legal or arbitration proceedings and thereby pay the legal or arbitration costs that the insured incurs or is liable to pay and that cannot be obtained from the counter party or other and
- pay the damages the insured is liable to pay in accordance with applicable liability law, although only up to a maximum of SEK 3,000,000.

2.5.4 Instructions

Kammarkollegiet is not bound by the insured having undertaken in advance to compensate for any damage, admit liability for damages or approve claims for compensation. If any claim is made, the insured must refer to the insurance with Kammarkollegiet. The insured should note the names, addresses and telephone numbers of witnesses and others who can provide information about what has occurred.

2.6 Legal expenses cover

If the insured, as a private individual, claims damages from anyone because of an event that has occurred during the insurance period, the insured's reasonable legal costs will be covered if these cannot be paid by the other party or another. As appropriate, compensation is paid for any legal costs that the insured is ordered by a court to pay to the other party.

2.6.1 Scope

The insurance covers legal costs:

- If the insured as a private person makes a claim for damages against another person due to an event that occurred in Sweden during the insurance period
- If the insured, in their capacity as a student or trainee, makes a claim for damages against another person for an event that occurred in Sweden during the insurance period
- If the insured as a tenant makes a claim for damages against another person relating to the accommodation rented during the rental period in Sweden.

2.6.2 Exceptions

The insurance does not cover:

- Disputes between the insured and the university whose group insurance covers the insured
- Disputes where the value is less than half the price base amount (small claims).
- Disputes directly or indirectly related to professional practice or performance of a job or labour disputes
- Disputes related to family or inheritance law, such as divorces, custody disputes, distribution of estate or inheritance disputes. Disputes within registered partnership or cohabitation according to the Cohabitees Act (2003:376) are not covered.
- Disputes relating to pledges, guarantee obligations, similar obligations or other agreements entered into by the insured and benefiting a legal person or other private individual.
- Disputes relating to the insured as a property owner or owner of an apartment or tenant-owner rights

- Disputes relating to the insured as owner, user or driver of a motor vehicle, trailer, boat or aircraft*
- Disputes relating to assigned claims
- Disputes relating to personal injury regulation, provided that compensation for the costs of representation cannot be obtained via traffic insurance

* The insurance does apply, however, when the insured is the driver of a rented vehicle and is, according to an agreement with the rental company, the registered driver, in disputes with another party than the rental company/car owner, to the extent that the claim is not covered by prevailing traffic insurance or other equivalent insurance.

2.6.3 Compensation amount and deductible

The highest amount of compensation is SEK 200,000. The deductible is 20% of the total cost of damage, however subject to a minimum of SEK 1,500 and maximum of SEK 6,000.

2.6.4 Instructions

The insured shall as a first resource make use of legal aid and accept compensation from public funds.

The insurance does not cover the costs incurred when the insured waives the right to legal aid from public funds, or costs incurred when the insured waives the right to compensation for costs from the counter party.

The insurance does not cover costs or value of own work, loss of income, travel and board and lodging or other costs for the insured.

Compensation may be paid when the parties have reached a settlement or for other reasons do not take the case to court.

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3 Insurance claim

Insurance claims shall be submitted on a special form, which is found on Kammarkollegiet's website www.kammarkollegiet.se. Claims shall be signed by both the insured and the authority. The person requesting compensation shall also do the following:

1. In the event of theft or assault, attach proof of reporting issued by the police in the location where the claim arose,
2. Submit a specified claim for compensation and attach receipts or other verifications,
3. If other insurance applies for the same claim, advise Kammarkollegiet of this and
4. If Kammarkollegiet so requests, attach information and provide doctor's certificates and other documents that Kammarkollegiet needs to adjust the claim, as well as assisting so that damaged property can be inspected.
5. Original receipts shall be submitted to Kammarkollegiet on request.

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4 General conditions

4.1 Other insurance

With the exception of lump sum payments for disability or death, the insurance only compensates damage or costs to the extent that these cannot be covered by other insurance, ordinance or law.

4.2 Statutory limitation

The right to compensation ceases three years after the date of the event if no notification has previously been received by Kammarkollegiet. In the case of liability cover, the date of the event is deemed to be the date on which a claim was made against the insured. In other cases, the date of the event is the date of the event that is the basis for the insurance claim.

4.3 Reclaiming

To the extent that Kammarkollegiet has paid compensation in a claim, Kammarkollegiet takes over the insured's rights in respect of others who are liable for the damage.

4.4 Foreign currency

In case of payment in a currency other than SEK, the exchange rate of the day the payment is made will apply.

4.5 Joint claims register, GSR

Under the insurance, Kammarkollegiet has the right to register reported damages in the insurance industry's joint claims register, GSR.

4.6 Application

If there are differences between the terms and conditions in Swedish and in English the Swedish applies

5 Definitions

5.1 Emergency medical care

Care for rapidly arising medical complaints, arising suddenly during the insurance period in Sweden, and for which the insured must seek healthcare within a few days. Emergency medical care has the same definition as the term *immediate* health care in section 4 of the Health and Medical Services Act (1982:763). Examples of emergency medical care include care that is needed for an illness that occurs during a stay in Sweden or where care is needed as quickly as possible, such as in case of a stomachache or fever.

5.2 Emergency dental care

Dental care entailing that the insured becomes free of pain and infection, that any visible gaps are temporarily filled and that there is one (1) functioning chewing surface. Here acute dental health care has the same meaning as the term *immediate* dental health care in section 6 of the Dental Health Care Act (1985:125). The term visible gap means the complete or partial loss of any of the ten front teeth in the lower or upper jaw.

5.3 Base amount

Base amount refers to the base price amount according to chapter 2 section 7 of the Social Insurance Code.

5.4 The insured

The insured refers to the person who is covered by the insurance cover.

5.5 Residence

The insured's residence is defined as the place where the insured lives permanently.

5.6 The authority

The authority refers to the authority that took out the insurance.

5.7 Accident

Accident refers to a bodily injury caused by an involuntary and sudden event involving external violence to the body. Repetitive strain or overload injuries are not counted as accidents. The same applies to heart attack, cerebral haemorrhage etc., as well as illness caused by bacteria, virus or other infection that did not arise in connection with a sudden and involuntary event involving external violence to the body. However, twisting injuries to the knee are defined as an accident.

5.8 Personal property

Personal chattels refers to property for private use that the insured takes with him or her or buys on the journey for private use. The property must belong to the insured, i.e., not be rented or borrowed.

5.9 Cohabitant partner

Cohabitant partner refers to the same term used in the Cohabitees Act (2003:376).

5.10 Start of studies

The term start of studies refers to the start of term, start of course or date on which the course of study at the educational institution in Sweden begins. Introductory courses, language courses and similar preparatory activities for study that are organised at the Swedish educational institution are included in the study period.

5.11 End of studies

The term end of studies refers to the end of term or of the course, when the teaching or internship period finishes. Examination or trial periods that are directly connected with the study or internship period are included in the study period. In the event of a resit, the insurance applies in Sweden until the first date of resit.